

These Electronic Banking Conditions of Use apply to all electronic transactions except those:

- where your signature may also be required; or
- where you have agreed (in an application form or otherwise) to use an alternative ANZ method of electronically operating your account, governed by other terms and conditions.

These Electronic Banking Conditions of Use contain terms relevant to ANZ Internet Banking and ANZ Internet Banking for Business, comprising features such as:

- Access control
- Security Devices
- Direct Debits,
- PayTo® Payment Agreements, and
- File uploads.

Unless the account services are:

- provided or referred to you by ANZ; or
- requested by you under an Open Banking data sharing arrangement between you, ANZ and an accredited data recipient,

ANZ does not authorise, promote or endorse the use of account services offered by third parties to access your ANZ accounts (including account aggregation services, such as may be provided by other financial institutions).

### Definitions

**'Account'** means any business account or loan facility subject to these Electronic Banking Conditions of Use.

**'Account Holder'** means the person or entity who has applied for, or holds, an Account.

**'Account Signatory'** or **'user'** means a person who is authorised under an Account Authority from the Account Holder to transact on an Account Holder's Account.

**'ANZ Mobile Banking'** means the ANZ App or any ANZ mobile banking application that succeeds or replaces that application.

**'Authorised User'** for the purposes of ANZ Internet Banking means a person assigned a permission level in accordance with condition 5(a) and for the purposes of ANZ Internet Banking for Business means a person assigned an access control level in accordance with condition 6(b), being an Administrator, Authoriser or Operator.

**'Bank Feeds'** means the ability for you to send your Account transaction data to compatible software packages. This feature is available to customers using ANZ Internet Banking or ANZ Internet Banking for Business, where you have registered for your preferred software package before registering for bank feeds.

**'BPAY® Payments'** means the BPAY® Payments service provided by BPAY® Pty Ltd.

**'business day'** means a day that is not a Saturday, a Sunday or an Australian national public holiday.

**'CRN'** means the Customer Registration Number issued by ANZ to you.

**'extreme carelessness'** means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

**'Misdirected Payment'** means a payment made by a user using a PayID® where funds are paid into the account of an unintended recipient because the PayID wasn't correctly created or maintained by the recipient's financial institution. This does not include PayTo.

**'Mistaken Internet Payment'** means a payment made by a user through Pay Anyone where:

- if the payment is not processed through the New Payments Platform, funds are paid into the Account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of the user's error or the user being advised of the wrong BSB number and/or account number; or
- if the payment is processed through the New Payments Platform (including Osko®), a payment initiated by a user where the payment is directed to the wrong accounts as a result of the user's error.

This does not include payments made using BPAY® Payments or PayTo.

**'New Payments Platform'** or **'NPP'** means the new payments platform operated by NPPA.

PayTo is a registered trademark of NPP Australia Limited.

BPAY® is registered to BPAY Pty Ltd ABN 69 079 137 518.

**'Nominated Representative'** means a person appointed for the purposes of Open Banking, who is able to manage data sharing on behalf of the Account Holder.

**'NPPA'** means NPP Australia Limited.

**'Open Banking'** means as part of the Consumer Data Right, the ability to share data held by ANZ. For more information on Open Banking, visit [www.anz.com/datasharing](http://www.anz.com/datasharing).

**'Osko®'** means the Osko® payment service provided by BPAY® Pty Ltd using the New Payments Platform.

**'PayID®'** means the identifier selected by you (with our approval) to allow others to send NPP payments to you and/or take NPP payments from you instead of using a BSB and account number.

**'PayTo®'** means the service which enables us to process NPP payments from your account in accordance with and on the terms set out in a PayTo Payment Agreement.

**'PayTo Payment Agreement'** means an agreement between you and an approved Merchant or Payment Initiator, by which you authorise us to process PayTo payments from your account.

**'PIN'** means Personal Identification Number and includes an action number and password.

**'Receiving Bank'** means an Authorised Deposit taking Institution which receives payments processed through the New Payments Platform and whose customer has received an internet payment.

**'Securemail'** means the electronic messaging system which enables communications to be sent to or from ANZ as part of ANZ Internet Banking and ANZ Internet Banking for Business.

**'Security Device'** means a physical device or application that generates random numbers which are used to authorise certain actions in ANZ Internet Banking and ANZ Internet Banking for Business.

**'Security Code'** means a number generated by a Security Device or a substitute number provided by ANZ.

**'Security Requirement'** has the meaning given to that term in these Electronic Banking Conditions of Use.

**'Telecode'** means the four to seven digit number issued to access ANZ Phone Banking.

**'you'** means the Account Holder of an Account and, unless the context indicates otherwise, any user in respect of the Account.

## 1. TRANSACTION LIMITS

- (a) ANZ or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).
- (b) ANZ may change any electronic transaction limit or impose new transaction limits by giving you notice. You can find out current electronic transaction limits for your Accounts by calling ANZ on the relevant enquiries number listed at the back of this booklet.

## 2. HOW YOU CAN USE ANZ INTERNET BANKING AND ANZ INTERNET BANKING FOR BUSINESS

You can use ANZ Internet Banking and ANZ Internet Banking for Business to make transactions on your linked Accounts, as set out in your Account terms and conditions. You can also use ANZ Internet Banking and ANZ Internet Banking for Business to purchase and order a range of financial services and products. Details can be found at [www.anz.com](http://www.anz.com).

## 3. FEES AND CHARGES FOR ANZ MOBILE BANKING

Fees and charges may apply to ANZ Mobile Banking and customers will be advised of these at the time of applying for the service or prior to the fee being charged.

You may also incur charges from your mobile phone operator as a result of using ANZ Mobile Banking. Any such charges are solely your responsibility.

## 4. ACCESS TO AND USE OF PAY ANYONE AND INTERNATIONAL SERVICES

### 4.1 Obtaining Pay Anyone

- (a) If you have approved access, ANZ may place restrictions on the manner in which you are permitted to use Pay Anyone. Limits apply to the use of Pay Anyone and your limit must be approved by ANZ. The options for the daily Pay Anyone limits are set out at [www.anz.com](http://www.anz.com). When applying for Pay Anyone for ANZ Mobile Banking, your daily limit will be as advised to you by ANZ and may not be changed by you.

- (b) ANZ may allow you to use a Security Device for certain transactions. You may also be required by ANZ to use a Security Device for certain transactions (including Pay Anyone, International Services, BPAY® Payments, and Direct Debits) for security purposes: see [www.anz.com](http://www.anz.com) for further information. Use of the Security Device will be as set out at [www.anz.com](http://www.anz.com) and in these Electronic Banking Conditions of Use.
- (c) ANZ may reduce your current daily Pay Anyone limit or cancel your Pay Anyone access if:
- ANZ believes that your access to Pay Anyone may cause loss to the Account Holder or to ANZ;
  - You require your password for ANZ Internet Banking or ANZ Internet Banking for Business to be re-set or re-issued;
  - The limit is not applicable to the Accounts linked to your CRN;
  - ANZ changes the options for daily Pay Anyone limits;
  - Your Security Device is faulty, misused, lost or stolen;
  - You deregister your Security Device; or
  - You do not use a Security Device when required to so do by ANZ.

ANZ will provide you with reasonable notice of such reduction or cancellation.

- (d) Any outstanding transactions subject to this limit, including future dated transactions, may not be processed by ANZ if they exceed the reduced limit. You (or, in the case of ANZ Internet Banking for Business, your Administrator) can increase or decrease your daily Pay Anyone limit for your Account by applying through ANZ Internet Banking or ANZ Internet Banking for Business. Please allow sufficient time for the change to be made before you attempt to use the higher daily Pay Anyone limit.

## 4.2 Obtaining International Services

- (a) You can apply for International Services after you have been granted Pay Anyone access. International Services are not available through ANZ Mobile Banking. The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your daily Pay Anyone limit.

The terms set out above in relation to Pay Anyone also apply to International Services.

- (b) If you apply for ANZ Internet Banking for Business, you may need to re-register for access to International Services after ANZ Internet Banking for Business has been implemented. Access to these International Services will not then be available until the registration process for International Services is completed.

## 4.3 Availability of PayTo

PayTo is available on eligible accounts if you have Pay Anyone access and your account has access to "All Transactions" (see below). For more information about the availability of PayTo please refer to [www.anz.com](http://www.anz.com).

## 5. AUTHORISED USER PERMISSION LEVELS FOR ANZ PHONE BANKING, ANZ INTERNET BANKING\* AND ANZ MOBILE BANKING

- (a) Permission Levels (subject to exclusions for all categories set out below these levels):
- **'All Transactions'** – Access every function within ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Banking for the Account;
  - **'Transaction History Details Only and BPAY® Payments'** – Includes BPAY® Payments, Account balance information, transaction history details, ordering a deposit book but excludes transfers between Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing and ANZ Online Reporting;
  - **'Deposit and Transaction History Details Only'** – Includes transaction history details, Account balance information and ordering a deposit book but excludes withdrawals from Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY® Payments;
  - **'Deposit Only'** – Excludes withdrawals from Accounts, increasing a credit card limit, BPAY® Payments, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting, Account balance information, transaction history details and ordering a deposit book;
  - **'Transaction History Details Only'** – Includes enquiries on past transactions about the Account but excludes all transactions on the Account, transfers between Accounts, increasing a credit card limit, direct loan payments, BPAY® View, ANZ Online Investing, ANZ Online Reporting and BPAY® Payments.
- (b) Only the Account Holder or Account Signatories can select a permission level. The Account Holder or Account Signatories may authorise another person (an 'Authorised User') to operate the Account and that person may have a different permission level to the Account Holder. The Account Holder is responsible for the operation of the Account by the Authorised User within that Authorised User's permission level, including proper use and storage of the Authorised User's card, CRN and PIN.

\* For ANZ Internet Banking for Business, refer to condition 6.

- (c) The Account Holder or Account Signatories may cancel or change any permission level by sending a written request or Securemail to ANZ, or calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. ANZ may take several days to process this change.
- (d) Authorised Users, regardless of their permission level, cannot access Pay Anyone, ANZ Online Investing, International Services, Direct Debits, increase a credit card limit or use Securemail to change any of the Account Holder's Account or other personal details. However, all Authorised Users can use ANZ Internet Banking to change their own profile, access their own Securemail, select and change their own password and use ANZ Mobile Banking to change their own password.
- (e) If you are an ANZ credit card holder and nominate access to an Account via ANZ Internet Banking or ANZ Internet Banking for Business, each additional card holder will be an Authorised User.

## 6. ACCESS CONTROL FOR ANZ INTERNET BANKING FOR BUSINESS

- (a) Provided the relevant Account Holder has approved access, an Authorised User may link one or more Accounts to ANZ Internet Banking for Business. These Accounts may be for the same Account Holder and/or for other related/unrelated Account Holders.

Access control is subject to approval by ANZ and any requirements and restrictions set out in the Account authority. An Account Holder may authorise another person to operate an Account and that person may be appointed as an Administrator, Authoriser or Operator.

These Authorised Users will be able to perform basic functions as follows.

Function	Administrator	Authoriser	Operator
Approve transactions (e.g. Pay Anyone, International Services, PayTo Payment Agreements, BPAY® Payments, Direct Debits, transfers between Accounts)	✓	✓	✗
Setting up transactions (but not approving transactions)	✓	✓	✓
Account enquiries (e.g. balance and transaction details)	✓	✓	✓
Administrative functions for all Authorised Users	✓	✗	✗
Setting up and managing Operators	✓	✗	✗
Register for and manage Pay Anyone, International Services and BPAY® View Bills access, and register and manage PayIDs	✓	✗	✗
Administrative functions for self	✓	✓	✗
Activate and manage Bank Feeds	✓	✓	✓
Appoint and revoke Nominated Representatives for Open Banking	✓	✗	✗
Activate and manage Open Banking data sharing arrangements as a Nominated Representative	✓	✓	✗

A full list of functions each Authorised User can perform is located at [www.anz.com](http://www.anz.com)

- (b) The Account Holder is responsible for the operation of the Account by Authorised Users, including proper use and storage of an Authorised User's cards, Security Devices, CRNs, PINs and Security Codes. The Account Holder is responsible for providing a copy of these Electronic Banking Conditions of Use to each Authorised User (if applicable).
- (c) The Account Holder may cancel or change Administrator or Authoriser access by sending a written request to ANZ. ANZ may take several days to process this request. Administrators may cancel Operator access.
- (d) All Pay Anyone Payee details (saved in your Pay Anyone Payees List and Payroll Payment Employee List) as well as BPAY® Payment details saved by any Authorised User of your ANZ Internet Banking for Business facility will be viewed and available to all Authorised Users of your ANZ Internet Banking for Business facility. These details may also be shared via Open Banking. Therefore, to ensure access and data sharing via Open Banking is controlled, you should only save Payee and/or BPAY® Payment details relating to your business in ANZ Internet Banking for Business. Payee or BPAY® Payment details relating to personal, family or household affairs should not be saved in ANZ Internet Banking for Business.

## 7. PROCESSING INSTRUCTIONS – GENERAL

- (a) The Account Holder authorises ANZ to act on the instructions any user enters into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions or these Electronic Banking Conditions of Use.
- (b) ANZ may delay acting on or may ask you for further information before acting on an instruction. Where ANZ has instructions for more than one payment from your Account, ANZ will, acting reasonably, determine the order of priority in which payments are made.
- (c) ANZ is not obliged to process a future dated or recurring transfer or Pay Anyone to a PayID that has changed since ANZ received your instructions. You must monitor your recurring and future transfers and Pay Anyone instructions and update the payee details if required.
- (d) If you make a cash withdrawal from an Account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to ANZ and to the merchant (if applicable) as soon as possible. You can make your report to ANZ by calling ANZ on the number listed at the back of this booklet.
- (e) If you make a deposit of funds to an Account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount ANZ receives, the Account Holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the Account.
- (f) ANZ is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant. ANZ may notify you of electronic transactions (instructions for which are received through ANZ Mobile Banking) it is unable to process.
- (g) You accept that:
  - Not all electronic equipment from which cash can be withdrawn will always contain cash;
  - Any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect;
  - Not all electronic equipment will allow you to make deposits; and
  - Future dated transfers are not available through ANZ Mobile Banking.
- (h) An immediate transfer, Pay Anyone, International Services, BPAY® Payment or Direct Debit transaction cannot be revoked or stopped once ANZ receives your instruction. It is your responsibility to ensure that all the information you have provided is correct. For instance, if you enter an incorrect BSB and/or account number in your instructions for an immediate transfer or Pay Anyone, your funds may be paid to an unintended recipient and may not be recovered. ANZ does not check that the details provided by you are correct or that the account name matches the account number. Future dated transfer, Pay Anyone, International Services, BPAY® Payment or Direct Debit instructions can only be revoked or changed by you if instructions to delete the transaction are given to ANZ through ANZ Internet Banking or ANZ Internet Banking for Business before midnight Sydney time on the business day before the transaction is scheduled to occur. After this time, the instruction cannot be revoked by you.

## 8. PROCESSING INSTRUCTIONS – CUT OFF TIMES

Refer to your Account terms and conditions for details regarding when transactions made using ANZ Phone Banking, ANZ Internet Banking, ANZ Internet Banking for Business, ANZ Mobile Banking, Pay Anyone and International Services, and BPAY® Payments, will be applied to your account and processed as a payment to the payee.

## 9. PROCESSING INSTRUCTIONS – PAY ANYONE, INTERNATIONAL SERVICES AND DIRECT DEBITS

- (a) Pay Anyone instructions you give will generally be delivered to the payee's or payer's financial institution on the day that ANZ processes them except where:
  - You tell ANZ to make a Pay Anyone payment after ANZ's cut-off time (other than in the case of a Pay Anyone payment processed through the New Payments Platform); or
  - ANZ is not obliged to process your instructions; or
  - There is a technical failure; or
  - There is a technical or payment infrastructure-related delay that is outside of our control; or
  - There is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made to or from.

- (b) ANZ cannot control (and is not responsible for) when, or if, the payee's or payer's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.
- (c) Once ANZ processes your transfer or Direct Debit instruction, ANZ is reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If a payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked Account. Your terms and conditions for Direct Debits outline your rights and responsibilities regarding Direct Debits.
- (d) If the transfer is to be made from a credit card, it will be treated as a cash advance and interest and fees may apply.

## 10. PROCESSING INSTRUCTIONS – BPAY® PAYMENTS

- (a) ANZ is a member of the BPAY® Scheme. This is an electronic payments scheme through which ANZ can be asked to make BPAY® Payments on your behalf to billers. ANZ will tell you if it ceases to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, ANZ may also be a biller. This section applies only to BPAY® Payments and does not apply to payments processed using Osko®, which is another service provided by BPAY®.
- (b) You must comply with the terms and conditions for the Account which you ask ANZ to debit a BPAY® Payment (to the extent that those terms are not inconsistent with or expressly overridden by these Electronic Banking Conditions of Use).
- (c) To make a BPAY® Payment the following information must be given to ANZ:
  - Your CRN and password and Security Code (if appropriate) or Telecode;
  - The biller code from the bill;
  - Your customer reference number (e.g. your account number) with that biller;
  - The amount you want to pay;
  - The Account from which you want the payment to be made; and
  - For future dated payments, the date on which you want the payment to be made.
- (d) Once this information is provided, ANZ will treat your instructions as valid and will debit the relevant Account. ANZ will not be obliged to effect a BPAY® Payment instruction if it is not made in accordance with these Electronic Banking Conditions of Use or if the information given is incomplete and/or inaccurate.
- (e) ANZ may reject a payment direction if the relevant biller no longer offers BPAY payment facilities.
- (f) Limits apply to your use of BPAY® Payments on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® Payments limits. For more information on available limits see [www.anz.com](http://www.anz.com)
- (g) A delay may occur in processing a BPAY® Payment where:
  - You tell ANZ to make a BPAY® Payment on a non-business day;
  - You tell ANZ to make a BPAY® Payment after ANZ's cut-off time; or
  - Another participant in the BPAY® Scheme, such as another financial institution or a biller does not process a BPAY® Payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.

There may also be a delay in the biller processing the payment if the day after you tell ANZ to make a BPAY® Payment is a non-business day.

- (h) While it is expected that any such delay will not continue for more than one business day, it may continue for a longer period.
- (i) ANZ will attempt to ensure a BPAY® Payment is processed promptly by billers and other participants in the BPAY® Scheme.
- (j) Billers have an obligation to treat a BPAY® Payment as received:
  - if the BPAY® Payment is made before ANZ's cut-off time, on the date you make the BPAY® Payment; or
  - if the BPAY® Payment is made after ANZ's cut-off time or on a non-business day, on the next business day.
- (k) You should check your Account records carefully and tell ANZ as soon as possible if you become aware of:
  - A BPAY® Payment which has been made from your linked Account which was not authorised;

- The possibility that you have been fraudulently induced to make a BPAY® Payment; or
  - Any delay or mistake in processing of your BPAY® Payment.
- (l) The longer it takes you to tell ANZ about a BPAY® Payment which was unauthorised, may have been fraudulently induced, or any delay or mistake in processing the BPAY® Payment, the more difficult it may be for ANZ to investigate and/or recover the payment. For example, if the biller does not have sufficient records to assist ANZ to investigate. In this case, you may need to liaise directly with the biller to resolve the issue.
- (m) You must provide ANZ such assistance as may be reasonably necessary to investigate any BPAY® Payment which was not unauthorised, may have been fraudulently induced, or any delay or mistake in processing the BPAY® Payment.
- (n) If ANZ is advised by a biller that it cannot process your BPAY® Payment, ANZ will:
- Advise you of this;
  - Credit your Account with the amount of that BPAY® Payment; and
  - Tell you how ANZ can assist you, if possible, in making the payment as soon as possible.
- (o) A linked ANZ credit card account can only be used to make a BPAY® Payment if the biller accepts credit card payment. If the biller does not accept credit card payment but you want to pay from a credit card account, payment will be by way of a cash advance.
- (p) You are not authorised to give a biller code to any person in order to receive payments owing to you.

Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® Payments will not apply to any use by you of biller codes in this way.

## 11. SHORT MESSAGE SERVICE (SMS)

By registering for ANZ Mobile Banking, you agree that ANZ may send SMS messages to your nominated mobile phone. ANZ is not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS messages, except where such loss or damage results from our fraud, wilful misconduct or negligence.

## 12. CARD VALIDITY

- (a) Your card remains ANZ's property at all times.
- (b) A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the card. For security reasons you must, as soon as the card expires, destroy it by cutting it (including an embedded microchip on the card) diagonally in half.

## 13. SECURITY DEVICE VALIDITY

Your Security Device remains ANZ's property at all times. The Security Device must be registered in the manner specified by ANZ. You must ensure that your authorised Administrators and Authorisers, deletes the Security Device application or returns the Security Device to ANZ immediately if requested by ANZ, if the relevant Security Device is deregistered, if ANZ Internet Banking for Business access is cancelled, or if ANZ cancels your right to use the Security Device. You should post the physical Security Device to the address indicated on [www.anz.com](http://www.anz.com)

## 14. LOST OR STOLEN CARDS, SECURITY DEVICE, PASSWORD, PIN OR TELECODE

- (a) If you report that a card or Security Device has been lost or stolen, or is faulty, the card or Security Device (or access) will be cancelled as soon as the report is made. You must not use the card or Security Device or Security Device application once the report is made. If you recover the lost or stolen card, you must destroy the card by cutting it (including an embedded microchip on the card) diagonally in half and return it to an ANZ branch as soon as possible. If you recover the lost or stolen Security Device you must immediately return it to ANZ by posting it to the address indicated on [www.anz.com](http://www.anz.com)
- (b) You must make a report to ANZ (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately after you become aware or suspect that your password, username, PIN, CRN, Telecode or Security Code is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN, Telecode or Security Code. ANZ will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN or Security Code.
- (c) The best way to make the report is to call ANZ on the telephone numbers listed at the back of this booklet. If ANZ's telephone reporting service is unavailable, you must report the loss, theft or misuse to any ANZ branch. Your Account terms and conditions outline how you can make a report if ANZ's telephone reporting service is unavailable or you are overseas.



## 15. CANCELLATION OF CARDS, SECURITY DEVICES OR ELECTRONIC ACCESS

If ANZ cancels or suspends your card, Security Device, Security device application or CRN in accordance with the terms of your contract, ANZ may, without notice, cancel any associated CRN or electronic access.

- (a) The Account Holder may cancel a card at any time by sending ANZ a written request or by calling ANZ on the relevant number listed at the back of this booklet. ANZ may require written confirmation. The card must be cut diagonally in half (including an embedded microchip on the card) and returned to ANZ.
- (b) The Account Holder or Account Signatories may cancel a Security Device or Security Device application access at any time by advising ANZ on the number at the back of this booklet. The physical Security Device must then be immediately returned to ANZ by posting it to the address indicated on [www.anz.com](http://www.anz.com). Any Security Device application should be immediately deleted from electronic equipment. ANZ may limit your access to certain functions (eg, Pay Anyone) if you do not have a Security Device.
- (c) Without limiting any other rights of ANZ under applicable terms and conditions, we may also at any time suspend or terminate your ability to make BPAY® Payments in the following circumstances:
  - We, or BPAY, suspect on reasonable grounds that you, or a person acting on your behalf is:
    - being fraudulent;
    - in breach, or will cause you to be in breach, of these Electronic Banking Conditions of Use;
    - using BPAY Payments in a manner that will, or is likely to, adversely affect the integrity, stability or reputation of BPAY Payments, the BPAY Scheme, or the quality of services offered to you or to other customers; or
    - using BPAY Payments in connection with any activities which are unlawful
  - BPAY or any regulatory authority requires or requests us to do so; or
  - Our membership to the BPAY Scheme or our subscription to BPAY Payments is suspended, ceases or is cancelled for any reason.
- (d) You can request ANZ to deregister you from ANZ Internet Banking or ANZ Internet Banking for Business at any time by Securemail or by calling the relevant number listed at the back of this booklet.

## 16. WITHDRAWAL OF ELECTRONIC ACCESS

- (a) Without limiting any other rights of ANZ under applicable terms and conditions, ANZ may withdraw your electronic access to Accounts (including by BPAY® Payments) without prior notice if:
  - Electronic equipment malfunctions or is otherwise unavailable for use;
  - A merchant refuses to accept your card;
  - Any one of the Accounts is overdrawn (other than by use of the Informal Overdraft facility) or will become overdrawn;
  - Any one of the Accounts or your use of an account is otherwise considered out of order by ANZ;
  - ANZ believes your access to Accounts through electronic equipment may cause loss to the Account Holder or to ANZ;
  - ANZ believes that the quality or security of your electronic access process or ANZ's systems may have been compromised;
  - All the Accounts which you may access using ANZ Phone Banking, ANZ Internet Banking or ANZ Internet Banking for Business have been closed or are inactive or the account you have nominated for ANZ Mobile Banking fees and charges to be charged to is closed; or
  - ANZ suspects you of being fraudulent or engaging in inappropriate behaviour,unless the withdrawal of access is prohibited by law.
- (b) ANZ may at any time change the types of Accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.



## 17. PASSWORD, PIN, TELECODE AND SECURITY DEVICE SECURITY

- (a) Users must keep their passwords, PINs, Telecodes, Security Devices and Security Codes secure. Failure to do so may increase your liability for any loss.

**Warning:** A user must not use their birth date or an alphabetical code which is a recognisable part of their name as a password, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If the user does, you may be liable for any loss suffered from an unauthorised transaction.

- (b) A user must not:

- Voluntarily disclose any of their passwords, PINs, Security Codes or Telecodes to anyone, including a family member or friend;
- Write or record passwords, PINs, Security Codes or Telecodes on a card, or keep a record of the passwords, PINs, Security Codes or Telecodes on anything carried with the card or liable to loss or theft at the same time as the card, unless the user makes a reasonable attempt to protect the security of the passwords, PINs, Security Codes or Telecodes;
- Keep a written record of all passwords, PINs, Security Codes or Telecodes required to perform transactions on one or more articles liable to be lost or stolen at the same time, without making a reasonable attempt to protect the security of the passwords, PINs, Security Codes or Telecodes;
- Select a numeric password, PIN or Telecode that represents your birth date, or an alphabetical password, PIN, Security Codes or Telecode that is a recognisable part of their name;
- Otherwise act with extreme carelessness in failing to protect the security of all passwords, PINs, Security Codes or Telecodes,

(each a '**Security Requirement**'). For the avoidance of doubt, reference to passwords in this clause (Password, PIN, Telecode and Security Device Security) includes one-time passwords.

**Warning:** Users should avoid accessing ANZ Phone Banking through telephone services which record numbers dialled – for example hotels which do this for billing purposes. In these situations users should obtain access to ANZ Phone Banking through an ANZ customer service operator.

- (c) To assist you, ANZ may publish security guidelines. A copy of the current guidelines is available at [www.anz.com](http://www.anz.com).
- (d) To help protect the security of your account, ANZ may require you to comply with additional authentication requirements before processing a transaction (for example, by requiring you to enter a security code sent to your mobile before processing a withdrawal). ANZ will decide in its discretion which transactions require additional authentication. If you are unable to comply with an authentication request or if the system through which the authentication is done malfunctions or is unavailable for any reason, ANZ may not be able to process a transaction. In this instance, you can contact ANZ for assistance.

## 18. UNAUTHORISED TRANSACTIONS

The following terms apply to unauthorised transactions. The terms do not apply to:

- The ANZ Direct Debit Service. The terms relating to liability for Direct Debits are set out in the terms and conditions for ANZ Direct Debits;
- A transaction performed by a user or by anyone who performs a transaction with the knowledge and consent of a user.

### 18.1 When ANZ is Liable

ANZ will be liable for losses incurred by the Account Holder that:

- Are caused by the fraudulent or negligent conduct of ANZ's employees or agents or third parties involved in networking arrangements, or of merchants or their agents or employees;
- Are caused by a card, Security Device, Account number, PayID, password, PIN, Security Code or Telecode which is forged, faulty, expired or cancelled;
- Are caused by a transaction that requires the use of any card, Security Device, password, PIN, Security Code or Telecode that occurred before the user received or selected the card, Security Device, password, PIN, Security Code or Telecode (including a reissued card, Security Device, password, PIN, Security Code or Telecode);
- Are caused by an electronic transaction being incorrectly debited a second or subsequent time to the same Account;
- Are caused by an unauthorised transaction that occurs after you have notified ANZ that any card or Security Device has been misused, lost or stolen or that the security of a password, PIN, Security Code or Telecode has been breached;

- Arise from an unauthorised transaction that can be made using an Account number or PayID without a password, PIN, Security Code or Telecode or card or Security Device. Where a transaction made can be made using a card or Security Device, or a card or Security Device and an Account number or PayID, but does not require a password, PIN, Security Code or Telecode, you will be liable only if the user unreasonably delays reporting the loss or theft of the card;
- Arise from an unauthorised transaction if it is clear that a user has not contributed to the losses; or
- Occur while ANZ's process for reporting unauthorised transactions, loss, theft or misuse of a card or breach of a Security Requirement is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

## 18.2 When the Account Holder is Liable

- (a) If ANZ can prove on the balance of probability that a user contributed to the loss arising from an unauthorised transaction:

- By failing to comply with your obligations under these Conditions of Use;
- Through fraud; or
- Subject to the terms of any account services provided or referred to you by ANZ, through breaching a Security Requirement,

the Account Holder is liable in full for the actual losses that occur before ANZ is notified of the loss, theft or misuse of a card or Security Device or breach of a Security Requirement, but the Account Holder will not be liable for the portion of losses:

- Incurred on any one day that exceed any applicable daily transaction limit;
- Incurred in any period that exceed any applicable periodic transaction limit;
- That exceed the balance of the Account, including any pre-arranged credit; or
- Incurred on any Account that ANZ and the Account Holder had not agreed could be accessed using the card or Security Device or account number and/or password, PIN, Telecode or Security Code used to perform the transaction.

- (b) Where:

- More than one password, PIN, Security Code or Telecode is required to perform a transaction; and
- ANZ can prove that a user breached a Security Requirement for one or more (but not all) of the required passwords, PINs, Security Codes or Telecodes,

the Account Holder will only be liable if ANZ can also prove on the balance of probability that the breach of the Security Requirement was more than 50% responsible for the losses, when assessed together with all the contributing causes.

The Account Holder is liable for losses arising from unauthorised transactions that occur because a user contributed to the losses by leaving a card in an ANZ ATM.

- (c) If ANZ can prove, on the balance of probability that a user contributed to the losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a card or Security Device or a breach of a Security Requirement, the Account Holder will be liable for the actual losses that occur between:

- The time when the user became aware of the security compromise, or in the case of a lost or stolen card or Security Device, should reasonably have become aware; and
- The time ANZ was notified of the security compromise,

however, the Account Holder will not be liable for that portion of the losses:

- Incurred on any one day that exceeds any applicable daily transaction limit;
- Incurred in any period that exceeds any applicable periodic transaction limit;
- That exceeds the balance of the Account, including any pre-arranged credit; or
- Incurred on any Account that we and the Account Holder had not agreed could be accessed using the card or Security Device and/or password, PIN, Security Code or Telecode used to perform the transaction.

- (d) If it is not clear whether a user has contributed to the loss caused by an unauthorised transaction and where a password, PIN, Security Code or Telecode was required to perform the unauthorised transaction, the Account Holder is liable for the least of:

- \$150 or a lower figure determined by ANZ;

- The balance of the Account or Accounts (including any prearranged credit) from which ANZ and the Account Holder have agreed could be accessed using the card or Security Device and/or password, PIN, Security Device Code or Telecode; or
- The actual loss at the time ANZ is notified of the misuse, loss or theft of a card or Security Device or breach of a Security Requirement (but not that portion of the loss incurred on any one day\* which is greater than the daily transaction limit or other periodic transaction limit (if any)).

\* A day begins at 12:00:00am (Melbourne time) and ends at 11:59:59pm (Melbourne time) on the same day. If you are not in the same time zone as Melbourne, please check <http://www.australia.gov.au>.

## 19. ADDITIONAL PROTECTION

### 19.1 Visa – Zero Liability

Subject to the section headed 'Unauthorised Transactions' above, you will not be liable for an unauthorised transaction on a Visa debit or credit card.

If you notify us of an unauthorised transaction, within 5 business days we will provide provisional credit to you to the value of the unauthorised transaction unless your prior account history is unsatisfactory or if the nature of the transaction justifies a delay in crediting your account.

## 20. EQUIPMENT MALFUNCTION

- ANZ is responsible to the Account Holder for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions.
- However, if you were aware or should have been aware that the system or equipment, including your mobile phone with respect to ANZ Mobile Banking, was unavailable for use or malfunctioning, ANZ's responsibility will be limited to correcting errors in the Account and refunding any charges or fees imposed as a result.
- You are responsible for the accuracy and completeness of the content that you enter into or upload to ANZ Internet Banking and ANZ Internet Banking for Business. ANZ is not responsible for any inaccuracy or incompleteness in the entering or uploading of information by you. ANZ's records of the information and data that was uploaded will be determinative and final.
- You are solely responsible for your own computer and mobile phone anti-virus and security measures, and those of any Authorised User, to help prevent unauthorised access via ANZ Internet Banking, ANZ Internet Banking for Business or ANZ Mobile Banking, to your transactions and linked Accounts.

## 21. ACCESS TO OTHER SERVICES

You may use ANZ Internet Banking or ANZ Internet Banking for Business to access other ANZ services. If there is any inconsistency between these Electronic Banking Conditions of Use and your agreement for that other service, the terms of the agreement for that other service prevail when using ANZ Internet Banking or ANZ Internet Banking for Business to access or use that other service.

## 22. LIABILITY UNDER THE BPAY® SCHEME

### 22.1 General

You should note that:

- If you advise ANZ that a BPAY® Payment made from a linked Account is unauthorised, you should first give ANZ your written consent to obtain from the biller information about your linked Account with that biller or the BPAY® Payment (including your CRN), as ANZ reasonably requires to investigate the BPAY® Payment. This should be addressed to the biller who received the BPAY® Payment. If you do not do this, the biller may not be permitted by law to disclose to ANZ the information ANZ needs to investigate or rectify that BPAY® Payment;
- If you discover that the amount you instructed ANZ to pay was less than the amount you needed to pay, you can make another BPAY® Payment for the shortfall. If you cannot make another BPAY® Payment for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask ANZ to arrange for a reversal of the initial payment. You can then make a second payment for the correct amount. If you discover that the amount you instructed ANZ to pay was more than the amount you needed to pay, you can ask ANZ to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

### 22.2 ANZ's Liability

ANZ will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

### 22.3 BPAY® Payments

Except where a BPAY® Payment is an Unauthorised payment, a Fraudulently induced payment or a Mistaken payment, BPAY® Payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller. This is the case even where your BPAY® Payment has been made with a credit card account, no chargeback rights apply to BPAY® Payments.

### 22.4 Unauthorised BPAY® Payments

If a BPAY® Payment is made in accordance with a payment direction, which appeared to ANZ to be from you or on your behalf, but which you did not in fact authorise, ANZ will credit your Account with the amount of that unauthorised payment. However, you must pay ANZ the amount of that BPAY® Payment, or part of that payment (as applicable):

- To the extent that ANZ cannot recover the amount from the person who received it within 20 business days of ANZ attempting to do so; and
- If the payment was made as a result of a payment direction which did not comply with ANZ's security requirements.

### 22.5 Fraudulently induced BPAY® Payments

If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraudulently-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraudulent inducement or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraudulently-induced payment.

### 22.6 Mistaken BPAY® Payments

- (a) If you discover that a BPAY® Payment has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, ANZ will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment (e.g. due to entering the wrong details as part of the payment direction) and ANZ cannot recover the amount of that payment, or part of that payment (as applicable) from the person who received it within 20 business days of ANZ attempting to do so, you must pay ANZ the amount that ANZ cannot recover.
- (b) You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

### 22.7 Consequential Loss

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

ANZ is not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to ANZ's negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## 23. INDEMNITY

To the extent permitted by law, you indemnify ANZ against any loss or damage ANZ may suffer (acting reasonably) due to any claim, demand or action of any kind brought against ANZ arising directly because you:

- Did not observe your obligations under; or
- Acted negligently or fraudulently in connection with, these Electronic Banking Conditions of Use.

You are not required to discharge or indemnify us under this clause in relation to any loss or damage to the extent it arises from the negligence, fraud or wilful misconduct or mistake of ANZ, its employees, officers, contractors, agents or any receiver appointed by ANZ over the security that secures any obligation under your Account terms and conditions.

## 24. RECEIPT OF MISTAKEN INTERNET PAYMENT OR MISDIRECTED PAYMENT

Sometimes you may receive a Mistaken Internet Payment or Misdirected Payment into your Account. If you discover a payment into your Account which you believe may be a Mistaken Internet Payment or Misdirected Payment, you must notify ANZ as soon as practicable.

If notified of a potential Mistaken Internet Payment or Misdirected Payment by you or by some other person such as the payer's financial institution, ANZ will investigate the payment. Whilst ANZ is investigating the payment, ANZ may prevent that payment from being withdrawn from the Account. If ANZ, acting reasonably, determines that a payment is a Mistaken Internet Payment or Misdirected Payment, you authorise ANZ to withdraw the payment from your Account and return it to the payer's financial institution.

## 25. MAKING MISTAKEN INTERNET PAYMENTS OR MISDIRECTED PAYMENTS

A user may report a Mistaken Internet Payment or Misdirected Payment using ANZ Internet Banking. Where a user reports a Mistaken Internet Payment or Misdirected Payment, ANZ will investigate whether a Mistaken Internet Payment Page 17 or Misdirected Payment has occurred. If ANZ is satisfied that a Mistaken Internet Payment or Misdirected Payment has occurred, ANZ will send the Receiving Bank a request for return of the funds.

If the Receiving Bank recovers the funds from the unintended recipient and forwards the funds to ANZ, we will return the funds to the account holder as soon as practicable. If the Receiving Bank is unable to recover the funds from the unintended recipient, the account holder will be liable for losses arising from the Mistaken Internet Payment or Misdirected Payment.

## 26. PayTo PAYMENT AGREEMENTS

PayTo® allows you to authorise and maintain PayTo Payment Agreements with Payees who offer PayTo as a payment option.

For the purpose of this clause:

**‘Mandate Management Service’** means the central database used to store PayTo Payment Agreement details operated by NPPA.

**‘Merchant’** means a merchant with which you have established a PayTo Payment Agreement, or who seeks to establish a PayTo Payment Agreement with you.

**‘Payee’** means Merchant or Payment Initiator.

**‘Payment Initiator’** means a payment service provider who, acting on behalf of a Merchant, is authorised by the Merchant to establish PayTo Payment Agreements and/or initiate PayTo payments from your account.

**‘Transfer ID’** means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more PayTo Payment Agreement.

### Creating a PayTo Payment Agreement

To establish a PayTo Payment Agreement, you will need to have an eligible ANZ account, and the Payee will need to offer PayTo payment services. You will be required to provide the Payee with your personal information including your BSB/Account number or PayID. You are responsible for ensuring that any information you provide the Payee when establishing a PayTo Payment Agreement is correct. In respect of the collection, use and disclosure of any personal information or data you provide to the Payee, the terms and conditions of the Payee, and their privacy policy (if any) will apply.

Details of your PayTo Payment Agreement will be submitted by the Payee to their financial institution for their record and inclusion in the Mandate Management Service. The Mandate Management Service will record details of your PayTo Payment Agreement to ensure that payments are processed in line with this agreement and to notify ANZ of the creation of this agreement.

ANZ will notify you of the creation of a PayTo Payment Agreement. You must review all details within the PayTo Payment Agreement to verify whether they are correct. If you believe that any details contained within a PayTo Payment Agreement are incorrect (such as payment amount, frequency or any other detail presented), you may decline the PayTo Payment Agreement and contact the Payee, who may amend and resubmit the agreement.

After reviewing the details of the PayTo Payment Agreement, you may authorise or decline the PayTo Payment Agreement. If you authorise the PayTo Payment Agreement, ANZ will record this instruction, update the Mandate Management Service and the agreement will become active. If you decline a PayTo Payment Agreement, ANZ will record this instruction, update the Mandate Management Service and the agreement will be cancelled.

If the Payee has specified a timeframe (up to a maximum of 5 days) within which you must action the PayTo Payment Agreement authorisation request, you must action the request within that timeframe. If no timeframe is specified by the Payee, the request will automatically expire after 6 days. Expired authorisation requests will be considered declined PayTo Payment Agreements.

A PayTo Payment Agreement may be withdrawn by the Payee at any time before you action an authorisation request.

### Amending a PayTo Payment Agreement

Your PayTo Payment Agreement may be amended by you, or by the Payee.

- **By Payee**

Where an amendment to your PayTo Payment Agreement proposed by the Payee requires your authorisation, ANZ will be notified of these amendments by the Mandate Management Service and will notify you of the proposed amendments. This could include, for example, changes to the payment amount, payment frequency or date.

You must authorise or decline any amendment request that requires your approval. If you authorise the amendment ANZ will record this instruction, update the Mandate Management Service and the amendment will become effective. If you decline the amendment ANZ will record this instruction, notify the Mandate Management Service and the amendment will not be made. A declined amendment request will not otherwise affect the PayTo Payment Agreement.

If you decline the amendment request because it does not reflect the updated terms of the PayTo Payment Agreement that you have with the Payee, you may contact the Payee and have them resubmit the amendment request with the correct details. ANZ is not authorised to vary the details in an amendment request submitted by the Payee.

Amendment requests which are not authorised or declined within 6 days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined. This will not affect the existing terms of the PayTo Payment Agreement.

- **By you**

Once a PayTo Payment Agreement has been established, you can amend certain details of your PayTo Payment Agreement (such as changing the linked account) via ANZ Internet Banking, or in any other way we make available.

In the event that your account is no longer eligible for PayTo, you will be unable to make or authorise amendment requests on your agreement. You may:

- contact the Payee and request that they cancel the existing agreement and create a new PayTo Payment Agreement with an eligible BSB/Account number or PayID; or
- you may instruct us to cancel the agreement and request the Payee to submit a new PayTo Payment Agreement on an eligible account.

- **By ANZ**

ANZ will not ordinarily amend a PayTo Payment Agreement on your behalf but we may do so in limited circumstances (e.g. if you are temporarily unable to access your account). If you instruct us to amend your PayTo Payment Agreement, we may, acting reasonably, decide not to act on your instructions, for example, where it is not possible for us to do so, or where we reasonably consider or suspect those instructions either:

- have not been authorised by the account holder(s) or are otherwise fraudulent;
- have been provided by mistake; or
- contain material omissions or errors.

### **Pausing a PayTo Payment Agreement**

- **By you**

Via ANZ Internet Banking, or in any other way we make available:

- you may instruct ANZ to pause your PayTo Payment Agreement; and
- where you have paused a PayTo Payment Agreement, you will also be able to resume that agreement.

ANZ will act on such an instruction by updating your agreement and notifying the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update.

In the event that your account is no longer eligible for PayTo, you will be unable to pause or resume your agreement. You may request the Payee to pause and resume the agreement on your behalf or you may instruct us to cancel the agreement and request the Payee to submit a new PayTo Payment Agreement on an eligible account.

Before pausing a PayTo Payment Agreement you should consider if this action may cause you to breach any contractual obligations between you and the Payee. ANZ will not be liable for any loss you suffer if you breach any agreement you have with the Payee.

- **By the Payee**

A Payee may pause and resume their PayTo Payment Agreement with you. If the Payee pauses or resumes an agreement, they will notify their financial institution for their record and update to the Mandate Management Service. ANZ will be notified of a pause/resume update by the Mandate Management Service and will notify you of this.

- **By ANZ**

ANZ may pause and resume your PayTo Payment Agreement where we reasonably consider or suspect fraud, unlawful activity, misconduct, or any suspicious activity.

We may also pause your PayTo Payment Agreement if your account is no longer eligible to be used to process a payment initiation request. See clause titled Availability of PayTo for details of the eligibility criteria.

ANZ will notify the Mandate Management Service to update your record and the Mandate Management Service will notify the Payee's financial institution of this update. ANZ will notify you of this.

While your PayTo Payment Agreement is paused, ANZ will not process payment instructions in connection with this agreement.

If your PayTo Payment Agreement has been paused because your account is no longer eligible for PayTo, and you amend the agreement to link it to an eligible BSB/Account number, your PayTo Payment Agreement will automatically resume.

### **Transferring a PayTo Payment Agreement**

Where this functionality is offered by both ANZ and the other financial institution, you may instruct us (via ANZ Internet Banking or in any other way we make available) to transfer your PayTo Payment Agreement to an account held with another financial institution. ANZ will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.

Your new financial institution will be responsible for ensuring that you authorise the transfer of your PayTo Payment Agreement and that the details stored in the Mandate Management Service are updated. Your updated PayTo Payment Agreement will become effective once this transfer process is complete.

Until a transfer is complete, your PayTo Payment Agreement and any payments under this agreement will remain linked to and processed from your ANZ account. If the other financial institution does not complete the transfer within 14 days of the date on which the relevant Transfer ID was issued, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your account with us. You may need to start the transfer process again.

If you decide to transfer a PayTo Payment Agreement held with another financial institution to an eligible ANZ account, you will need to obtain a Transfer ID from that financial institution and provide this information when completing a transfer instruction via ANZ Internet Banking (or in any other way we make available). ANZ does not guarantee that all Payment Agreements will be transferrable but will make reasonable endeavours to process your instruction within 14 days. If ANZ is unable to complete a transfer request, we will notify you of this.

### **Cancelling a PayTo Payment Agreement**

- **By you**

You may instruct ANZ to cancel a PayTo Payment Agreement on your behalf via ANZ Internet Banking (or in any other way we make available). ANZ will act on this instruction by updating your agreement and notifying the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update.

Cancelling a PayTo Payment Agreement will take effect immediately and the agreement cannot be re-activated. Before cancelling a PayTo Payment Agreement you should consider if this action will cause you to breach any contractual obligations between you and the Payee. ANZ will not be liable for any loss you suffer if you breach any agreement you have with the Payee.

In the event that your account is no longer eligible for PayTo, you will be unable to cancel your PayTo Payment Agreement. In that event, you can contact ANZ to cancel the agreement on your behalf.

- **By the Payee**

A Payee may cancel their PayTo Payment Agreement with you. If the Payee cancels your agreement, they will notify their financial institution for their record and update the Mandate Management Service. ANZ will be notified of this cancellation by the Mandate Management Service and notify you of this.

- **By ANZ**

ANZ may cancel your PayTo Payment Agreement where we reasonably consider or suspect fraud, unlawful activity, misconduct, or any other suspicious activity. We may also cancel your agreement if your account is no longer eligible for PayTo. See clause titled Availability of PayTo for details of eligibility criteria. You may also request ANZ to cancel a PayTo Payment Agreement on your behalf if you do not have access to do so yourself via ANZ Internet Banking (or in any other way we make available). ANZ will notify the Mandate Management Service to update your record. The Mandate Management Service will notify the Payee's financial institution of this update. ANZ will notify you of this cancellation.

### **Unauthorised PayTo Payments**

Once a payment has been made under a PayTo Payment Agreement it is irrevocable. Refunds and reversals will not be provided by ANZ, PayTo or the New Payments Platform where you have a dispute with a Payee about any goods or services you have agreed to or acquired from the Payee under a PayTo Payment Agreement. If you have any complaints about goods or services purchased using a PayTo Payment Agreement you must resolve the complaint directly with the Payee concerned.

If you become aware of a payment being made from your account, that is not permitted under the terms of your PayTo Payment Agreement (such as the payment frequency or the amount debited) you should contact the Payee to resolve this matter directly with them. If you have made reasonable attempts to resolve this matter, ANZ may, at its discretion, raise an enquiry with the Payee's financial institution in an attempt to recover funds on your behalf.



### **Your Responsibilities**

- You are responsible for ensuring that you comply with the terms of any agreement that you have made with a Payee, including adhering to any termination notice periods.
- You acknowledge that you are responsible for any loss that you or any other person suffer in connection with the cancellation or pausing of a PayTo Payment Agreement which is in breach of any agreement that you have with that Payee. This could include (but is not limited to) any termination notice periods that have not been adhered to, any payments that may still be due and any cancellation fees or charges that may apply.
- You must immediately notify ANZ if you no longer hold or have authority to operate an account or PayID that is linked to a PayTo Payment Agreement.
- You must promptly respond to any communication that you receive from ANZ regarding a PayTo Payment Agreement, and within the specified time period. ANZ will not be liable for any loss that you may incur as a result of your delay in responding to such communication.
- If you become aware of any activity that appears suspicious or fraudulent in relation to a PayTo Payment Agreement, for example if you receive a PayTo Payment Agreement authorisation request that you are not expecting or become aware of a fraudulent PayTo payment being processed from your account, you must immediately (a) pause your PayTo Payment Agreement, and (b) notify us.

### **Existing Direct Debits**

This clause applies when this functionality is offered by both ANZ and the Payee's financial institution.

You may have an existing direct debit set up with a Payee. Where a Payee wants to start processing these payments through PayTo instead, a PayTo Payment Agreement will be created by the Payee and submitted to their financial institution for their record and for inclusion in the Mandate Management Service.

The Mandate Management Service will record details of your PayTo Payment Agreement to ensure that payments are processed in line with this agreement and to notify ANZ of the creation of this agreement.

ANZ will notify you of the creation of a PayTo Payment Agreement and you will need to review and action the request in the usual way (please refer to "Creating a PayTo Payment Agreement", above), except the timeframe for an authorisation request under this paragraph will be 5 days.

Authorisation requests that are not actioned by you within 5 days of being sent to you, will be rejected by ANZ. Rejected authorisation requests will be considered declined PayTo Payment Agreements.

If you authorise the PayTo Payment Agreement referred to in this paragraph, all the other clauses in this section ("PayTo Payment Agreements") will apply to that PayTo Payment Agreement.

### **PayTo Payment Instructions**

Once a PayTo Payment Agreement has been authorised by you (and is not paused):

- PayTo Payments are processed through the New Payments Platform.
- Payments made under a PayTo Payment Agreement will be subject to any associated terms, conditions and codes of practice that apply to PayTo (for example payment processing timeframes and dispute processes).
- ANZ will process payments as instructed by the Payee, via their financial institution or payment processor in connection with a PayTo Payment Agreement once it is authorised by you.
- You are responsible for ensuring that you have sufficient funds available to meet the requirements of all PayTo Payment Agreements you have authorised and which remain active. If a payment instruction received by ANZ is unable to be processed due to an issue with your account (such as insufficient funds), the Payee, via their financial institution or payment processor, can re-attempt the payment instruction. ANZ will not be liable for any loss that you suffer as a result of your account having insufficient funds.

### **ANZ's Rights and Responsibilities**

- ANZ will accurately reflect any instruction you provide to us in connection with a PayTo Payment Agreement in the Mandate Management Service.
- We may, in our discretion, delay acting on or decline to act on any of your instructions in relation to your PayTo Payment Agreement where we consider this necessary to protect us or you from suffering financial loss (e.g., as a result of suspected fraudulent activity on the account).
- If you or we close an account that is linked to a PayTo Payment Agreement, we may cancel that agreement. In this event, ANZ will not be liable for any loss you suffer if you breach any agreement you have with the Payee.

### **ANZ's Liability Under PayTo**

In addition to and without limiting any other clause in these conditions, ANZ will not be liable for any loss that you suffer as a result of, or in connection with the following:

- (a) any payments processed by the Payee in accordance with the terms of a PayTo Payment Agreement you have authorised;
- (b) any payments processed by the Payee outside the payment frequency you have authorised;
- (c) any payments processed by the Payee that do not reflect the amount you owe the Payee (but which are within any "Maximum" amount specified in the PayTo Payment Agreement);
- (d) acting on any instruction from you in relation to your PayTo Payment Agreement;
- (e) acting on your request to transfer a Payment Agreement to an account held at another financial institution;
- (f) your failure to respond within the relevant time period to any notice or instruction from us;
- (g) acting on a notice or an instruction from the Mandate Management Service, a Payee (via their financial institution or payment processor) in relation to you or a PayTo Payment Agreement,

unless such loss is directly caused by a processing error by ANZ, or ANZ's negligence, fraud or wilful misconduct or its employees, officers, contractors, agents or any receiver appointed by ANZ.

ANZ is not liable for any consequential loss or damage you suffer as a result of using PayTo, other than due to any loss or damage you suffer due to ANZ's or its officers', employees', contractors' or agents' negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## **27. CONFIRMATION OF PAYEE**

This clause applies when Confirmation of Payee is available for your account and in your digital channel (either in part or in full).

For more information about Confirmation of Payee, please refer to [www.anz.com](http://www.anz.com).

In this clause:

- 'Account Details' means our record of your account including the date your account was opened, BSB, account number, account name, your full legal account name and any alternative name recorded on your account (where permitted).
- 'Confirmation of Payee' is an initiative of Australian Payments Plus. It is the industry-wide service which allows payers to check whether the bank account details entered by a payer match the account details held by the payee's bank.

### **Making payments: conducting a Confirmation of Payee check**

When you make an electronic transfer to a new payee or add, update or edit a saved payee (and in other circumstances, as we make available from time to time), the Confirmation of Payee may check the payee name you enter against the name and account details held by the payee's bank.

### **Match outcomes**

Confirmation of Payee may provide you with a match outcome.

A match outcome is provided to help you make a decision about what to do next – for e.g., continue with the payment, check the details again or choose not to proceed with the payment altogether.

More detail about what the match outcome means can be found on [www.anz.com](http://www.anz.com).

### **It's your responsibility to enter the right details**

To enable Confirmation of Payee to check the details you have entered and provide a match outcome, you must accurately enter the account name and BSB and account number as provided by the payee.

Confirmation of Payee will not stop you from making a payment (unless Confirmation of Payee shows that the account you are trying to pay has been closed). We rely on you to make sure that all transaction details are correct. Read '*Processing instructions – general*'

### **Misuse of Confirmation of Payee**

You must only use Confirmation of Payee to check that the account details you enter match the details of the person you want to transfer money to. You must comply with these T&Cs when you are using it.

We may limit or suspend your use of Confirmation of Payee if we believe it is reasonably necessary to protect you or us or anyone else from possible fraudulent activity, scams or other activities that might cause you or us or anyone else to lose money.

## Use and disclosure of your Account Details

You acknowledge and authorise:

- us to use and disclose your Account Details to Confirmation of Payee; and
- other financial institutions to use your Account Details for the purposes of Confirmation of Payee when someone wants to make a payment to you.

If you do not want your information made available in this way, you can contact us to request to opt-out. See 'Contact Details'.

Notwithstanding any such request made to ANZ, you acknowledge and authorise us to confirm, disclose, store and use your Account Details through Confirmation of Payee to government agencies making a payment to you.

To the extent your Account Details and the use of your Account Details constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Act, you acknowledge and agree that you consent to that disclosure, storage and use.

Further information about how we handle your personal information can be found in our Privacy Policy which is available on [anz.com/privacy](https://anz.com/privacy).

## 28. PayID CONDITIONS

A PayID® is an identifier chosen by you that can be used instead of your BSB and account number, as set out below.

You may be able to create an optional PayID by linking your eligible ANZ account to an eligible PayID type (such as your mobile number, email address or ABN (if eligible)). A PayID linked to your ANZ account can be used by others to:

- send payments to you, where they are permitted to do so by their financial institution; and/or
- take payments from you, where you have authorised permission to do so (such as a PayTo Payment Agreement),

through the New Payments Platform.

You must own or have authority to use any PayID you create and to link it to your ANZ account, and we may require proof of this.

You or an Administrator of your account will be able to view details of your PayID and may be able to create, update, transfer or close a PayID linked to your eligible ANZ account through Internet Banking, or in any other way we make available. We may rely on any instruction received from an Administrator.

Only one account can be linked to a specific PayID at a time.

Once a PayID is created and linked to your account, it may not be used in relation to any other account with us or with any other financial institution, as the PayID service does not support duplicate PayIDs. You can create multiple PayIDs and link them to an eligible account, provided that each PayID is unique.

Your PayID must be associated with a name (your PayID Name) which reasonably represents you. When you create a PayID, ANZ will generally use the account name of your linked account as your PayID Name. By creating a PayID, you agree that your PayID Name may be shown to anyone who looks up your PayID (for example, to send a payment to you or take a payment from you).

You can generally transfer a PayID to another eligible account that you own (including an account with another financial institution). You will need to tell us that you want to transfer the PayID through Internet Banking or in any other way we make available. Once the PayID is linked to your new account, payments using the PayID will be sent to, or taken from, that account.

If you are transferring your PayID to another financial institution, they may also require you to take steps to complete the transfer.

We will complete a request to transfer or close a PayID within 24 hours. However, if you are transferring a PayID to another financial institution, you will also need to request that financial institution to link the PayID to your account with that financial institution and the other financial institution may take longer to process the request. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain linked to your current account. You may need to start the transfer process again.

Your PayID will remain linked to your existing account until the transfer to the other financial institution is complete.

When transferring a PayID, you are responsible for any associated updates required by you such as updating any PayTo Payment Agreements established by you using this PayID.

You must update or close your PayID if you:

- change the mobile number or email address you are using as your PayID;
- no longer have authority to use that PayID; and/or
- no longer have authority to link that PayID to the relevant account.

PayID is a registered trademark of NPP Australia Limited.

You must tell us if;

- your PayID Name no longer reasonably represents the account holder's name;
- any other PayID information changes; and/or
- you are no longer authorised to use the relevant linked account.

We monitor the use of PayIDs and confirm regularly that they remain correct. We may lock or close your PayID if:

- we become aware of suspicious activities relating to your PayID or your linked account, or we suspect that it has been used for fraudulent purposes, or
- you cannot verify that you continue to be authorised to use your PayID, or
- your PayID has not been used or validated for 3 years or more, or
- someone attempts to register the PayID for another account, we are unable to contact you, and your PayID has been inactive for 6 months or more, or
- you close your linked account or cease to be authorised to operate the account.

When your PayID is locked, it cannot be updated or used to send payments to you or take payments from you, and you may be prevented from transferring it to another account. It may also be closed.

We may require you to re-confirm that you have authority to use a PayID at any time. If there is a dispute about who has authority to use any PayID you have created, we will contact you and may ask you for additional proof of your authority. If you are unable to provide that proof within the time limit we specify, your PayID may be closed or linked to an account held by another person.

If your PayID changes or is closed, you are responsible for informing those who send payments to you or take payments from you using the PayID. When your PayID is changed or closed;

- The PayID may be registered by another user if they can demonstrate they have the right to use it, and payments using this PayID will then be made to the other user's account; and
- Payment agreements (such as PayTo Payment Agreements) will be paused or cancelled, and you will remain responsible for any applicable contractual obligations.

#### **When we may not allow you to create a PayID**

We may not to allow you to create a PayID if:

- your account is unable to use the New Payments Platform, or
- you cannot verify that you have authority to use the PayID or the relevant account, or
- we become aware of suspicious activities relating to the account, or
- electronic equipment or systems malfunction or are otherwise unavailable for use, or we believe that their quality or security have been compromised, or
- we believe your access to PayID may cause loss to the account holder or to ANZ.

#### **Your Responsibilities**

In addition to the other responsibilities set out above:

- when using your PayID you must ensure that the correct PayID details are provided and that the PayID is owned by you; and
- you must immediately notify ANZ if you become aware of any suspicious and/or fraudulent activity in connection with your PayID.

#### **Who will receive your information and how it is used**

By creating a PayID, you consent to us collecting, storing, using and disclosing information about you (including your PayID, your PayID Name and your account number) to NPP Australia Limited, the operator of the PayID service. You also consent to us and/or NPP Australia Limited sharing this information with other financial institutions, BPAY® Pty Ltd and their service providers to allow the PayID service to operate, including for example:

- for users of the PayID service to make payments to you or create PayTo Payment Agreements with you and to process authorised payments from your account; and
- for other reasonable activities, such as tracing lost transactions, investigating fraud or where required by law.

When someone searches for your PayID or uses your PayID to send a payment to you or take a payment from you, they may see your PayID Name (but not your other account details).

The collection, use and disclosure of information about you is also governed by the ANZ Privacy Policy available at [www.anz.com](http://www.anz.com).

## 29. PRECEDENCE OF TERMS

If there is any inconsistency between these Electronic Banking Conditions of Use and your Account terms and conditions, the Account terms and conditions prevail.

## CONTACT DETAILS

### Postal Addresses

#### ANZ Business Banking

Speak to your ANZ Manager or call 1800 351 663  
(8am – 6pm, Mon – Fri)

#### ANZ Cards

Locked Bag No.10  
Collins Street West Post Office  
Melbourne, Victoria 8007

#### ANZ Personal Banking

Contact your nearest branch

#### ANZ Margin Lending

GPO Box 4338  
Melbourne VIC 3001

#### ANZ Trustees (V2 PLUS Service Centre)

GPO Box 4028 Sydney NSW 2001 or  
GPO Box 389D Melbourne VIC 3001.

### Customer Enquiries

#### ANZ Cards

13 22 73

#### ANZ Internet Banking

13 33 50  
+ 61 3 9643 8833 (International customers)

#### ANZ Personal Banking

13 13 14

#### ANZ Margin Lending

1800 639 330

#### ANZ Trustees (V2 PLUS Service Centre)

13 28 33

### Lost or Stolen Cards, Suspected Unauthorised Transactions or Divulged Passwords

1800 033 844 or Melbourne (03) 9683 7047  
(24 hours, 7 days a week).

### Lost, Stolen or Divulged Passwords

For passwords used on-line and ANZ Security Devices,  
call 1800 269 242

For all other passwords, call 1800 033 844  
(24 hours, 7 days a week)

+61 3 9683 7047 (International customers).