

**ANZ FASTPAY®
NEXT GENERATION APP
TERMS AND CONDITIONS AND
LICENCE AGREEMENT**

APPLE iOS



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1. Introduction

ANZ FastPay Next Generation is a facility offered by Australia and New Zealand Banking Group Limited (**ANZ**) that allows ANZ merchant customers to accept certain card transactions for the payment of goods or services using a compatible iPhone or iPad.

ANZ FastPay Next Generation can only be operated using the software application to which these terms and conditions relate (the **ANZ FastPay Next Generation App**) and a card reader supplied by ANZ (**Card Reader**).

To use ANZ FastPay you must:

- be identified as the Merchant under an agreement with ANZ (a **Merchant Agreement**) comprising:
 - these ANZ FastPay Next Generation Terms and Conditions and Licence Agreement (the **App Terms and Conditions**);
 - the ANZ FastPay Next Generation General Conditions; and
 - any other relevant documents or terms identified in the ANZ FastPay Next Generation General Conditions as forming part of the agreement; or
- be authorised by ANZ to operate ANZ FastPay Next Generation pursuant to another person's Merchant Agreement (an individual who is so authorised being an **Additional User** in relation to that other person).

In these App Terms and Conditions, the term 'you' refers to either the Merchant under the relevant Merchant's Agreement or an Additional User in relation to that Merchant (as applicable).

In addition, you must:

- download the ANZ FastPay Next Generation App to an iPhone or an iPad with iOS 7 or later operating system software, that is enabled for cellular or wireless internet connection and is capable of supporting the ANZ FastPay Next Generation App and processing transactions through the ANZ FastPay Next Generation App using a Card Reader (**Electronic Device**); and
- use the Card Reader for the purposes of processing transactions through the ANZ FastPay Next Generation App.

2. Legal terms and conditions

These App Terms and Conditions form a contract between you and ANZ. If you are the Merchant, by requesting ANZ to authorise a person as an Additional User under your Merchant Agreement, you agree to accept joint and several liability for any liability of that person under these App Terms and Conditions (as they apply to that person).

It is important that you read and understand these App Terms and Conditions before downloading the ANZ FastPay App. By downloading the ANZ FastPay App, you acknowledge and accept these App Terms and Conditions and agree to receive these App Terms and Conditions and any amendments to them electronically via the Apple App Store, email or your relevant Electronic Device. You acknowledge that ANZ will not send you a paper copy of these App Terms and Conditions.

3. Fees and charges

You will not incur any fee solely for downloading the ANZ FastPay App. You may incur charges from your mobile phone service provider or internet service provider (as applicable) for downloading, updating and using the ANZ FastPay App or ANZ FastPay. Any such charges are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider or internet service provider (as applicable).

The Merchant will be liable for all fees and charges set out in the relevant Merchant Agreement.

4. Card Reader

The Merchant will be provided with a Card Reader by ANZ to use ANZ FastPay. ANZ FastPay will not operate without the Card Reader.

5. Additional Users

Additional Users will only be given limited access to ANZ FastPay.

The Merchant can cancel the access of their Additional Users by calling ANZ on 1800 039 025 or using any method advised by ANZ from time to time. ANZ may require written confirmation.

The Merchant must ensure that all their Additional Users strictly comply with these App Terms and Conditions (excluding those that, by their nature, apply only in relation to the Merchant).

6. Username and one time passcode

Merchant

ANZ will issue the Merchant with a Merchant ID and username via email, and send the Merchant a one time passcode via SMS to activate ANZ FastPay.

The Merchant must not disclose these details to anyone and keep them secure.

Additional Users

ANZ will provide the Merchant with a username and the Additional User a one time passcode via SMS to the registered mobile number for the Additional User. The Merchant must obtain a separate username for each Additional User.

If you are an Additional User, you agree not to share your username, PIN, password or one time passcode with any person other than the Merchant, including any other Additional User.

7. PIN

When you log into ANZ FastPay for the first time, you will be prompted to change your one time passcode to a 4 digit PIN. You agree that you will not:

- disclose this PIN to any other person (including any Additional User); or
- allow any other person to see you entering your username or PIN; or
- record your username or PIN in writing, especially in a manner that is kept with the Card Reader or is liable to theft at the same time as the Card Reader (unless you make a reasonable attempt to protect the security of the username and PIN); or
- act with extreme carelessness in failing to protect your username or PIN.

Warning: You must not use your birth date or an alphabetical code which is a recognisable part of your name as a PIN, or select sequential numbers, for example, '1234' or where all numbers are the same, for example, '1111'. If you do, you may be liable for any loss suffered from an unauthorised transaction.

8. Security

ANZ may prevent you using ANZ FastPay if ANZ detects that you have overridden the software lockdown on your Electronic Device (commonly referred to as 'jailbreaking' your Electronic Device).

You must immediately cease using ANZ FastPay and the Card Reader and must immediately report to ANZ if:

- you become aware or suspect that your one time passcode, PIN, username, ANZ FastPay App or the Card Reader is compromised, disclosed, used without your authority, or is lost or stolen;
- your ANZ FastPay App or the Card Reader appears to be faulty, damaged, misused, lost or stolen; or
- your Electronic Device service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting).

You can report this to ANZ by calling 1800 039 025. ANZ may suspend your access and issue you or the Merchant (as applicable) with a new username, one time passcode and/or Card Reader.

When you initiate a call through the ANZ FastPay App on your Electronic Device, you will exit the ANZ FastPay App and the call will be made using your chosen Electronic Device's dialler. ANZ will not be liable in any way if your dialler redirects you to a fraudulent or incorrect number and will not be liable for any mobile phone service provider fees incurred for the call.

9. Suspension or termination of use

ANZ may suspend or terminate your use of ANZ FastPay, or withdraw all access to ANZ FastPay, at any time in accordance with the terms of the relevant Merchant Agreement (including these App Terms and Conditions).

10. Usage

You are responsible for confirming that your mobile service provider permits you to use the Card Reader with your Electronic Device before you use ANZ FastPay.

For security reasons:

- you cannot access ANZ FastPay if you do not have the Card Reader;
- you will need to request from ANZ (or, if you are an Additional User, have the Merchant request from ANZ) additional usernames and one time passcode if you wish to use ANZ FastPay on multiple Electronic Devices;
- your ANZ FastPay session on a relevant Electronic Device will expire after a certain time of inactivity and you will be logged out.

The ANZ FastPay App may access software and hardware features of your Electronic Device.

11. Links to third party sites

To the extent that the ANZ FastPay App presents any links to third party websites not owned or operated by ANZ, ANZ is not responsible for the availability of these sites or their contents.

12. Your obligations

In addition to all other obligations set out in these App Terms and Conditions (and, if you are the Merchant, in your Merchant Agreement), you agree:

- to delete the ANZ FastPay App from your Electronic Device and download a new version of the ANZ FastPay App from the Apple App Store when notified to do so;
- to cease to use the Card Reader if notified by ANZ to do so;
- that you are solely responsible for your own Electronic Device's anti-virus and security issues;
- not to leave your Electronic Device unattended and left logged into ANZ FastPay;

- to lock your Electronic Device and remove the Card Reader or take other steps necessary to prevent damage to your Electronic Device and to stop unauthorised use of ANZ FastPay and the Card Reader;
- not to use ANZ FastPay for any purpose other than to accept legitimate card transactions;
- not to act fraudulently or maliciously in relation to the ANZ FastPay App, Card Reader or software. As examples, you will not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the ANZ FastPay App, Card Reader or software; and
- only to install approved applications on your Electronic Device, and you agree that you will not override the software lockdown on your Electronic Device (i.e. jailbreak your Electronic Device).

13. Liability and indemnity

To the extent permitted by law (and, if you are the Merchant, subject to the terms of your Merchant Agreement), ANZ will not be liable for any loss or damage (including consequential loss or damage) suffered by you in connection with the ANZ FastPay App, ANZ Fast Pay or the Card Reader, including, but not limited to any loss or damage:

- suffered because there is a reduced level of service caused by any third party (including without limitation, a mobile phone service provider) or because a relevant Electronic Device malfunctions or does not operate;
- arising from any security breach, if you have acted fraudulently (either alone or together with any other person), if you have installed applications on a relevant Electronic Device other than those available from the Apple App Store, or if you have caused or contributed to that loss, for example, by failing to comply with any term of these App Terms and Conditions;
- to any Electronic Device (including any information or application stored on the device) owned or operated by you (including any errors, viruses or bugs present in or arising from your use of the ANZ FastPay App);

- you may suffer as a result of any other person accessing and using ANZ FastPay on an Electronic Device;
- arising from your access or use, or attempted access or use, of the ANZ FastPay App or ANZ FastPay, or the malfunction or in operation of ANZ FastPay, except to the extent such loss or damage is attributable to the negligence or wilful default of ANZ; or
- due to any incompatibility of the ANZ FastPay App with any other software, hardware or material on your relevant Electronic Device.

ANZ will take reasonable steps to mitigate any claims, damages, actions, losses or liabilities which are the subject of this indemnity.

To the extent permitted by law, ANZ makes no warranties to you that the ANZ FastPay App is error free or that any defects with the ANZ FastPay App can be rectified.

The use of ANZ FastPay is subject to the reliability and availability of third party service providers, including software providers and network service providers.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided in the ANZ FastPay App or ANZ FastPay, including intellectual property of ANZ, may result in legal action being taken.

14. Data collection

You agree that ANZ may collect various information relating to your relevant Electronic Devices. This is required for ANZ FastPay to properly function, for security purposes, for ANZ to better provide assistance if you contact us for assistance and to further develop ANZ FastPay. ANZ will not use this information in any other manner. Further information about how ANZ uses your data is available in our Privacy Policy located at www.anz.com.

The information collected includes application type and version, network type and carrier name, IP address, device type and model, operating system and security information related to your relevant Electronic Devices (e.g. whether you have jailbroken any such Electronic Device). If you do not consent to the collection of this information, you should cease using ANZ FastPay.

15. Changes to ANZ FastPay and the App Terms and Conditions

ANZ may change ANZ FastPay at any time to improve functionality and/or security measures designed to protect against fraud or misuse.

ANZ may change these App Terms and Conditions at any time by giving the Merchant reasonable notice of the change, which may include notice on the day the variation takes effect, if we reasonably consider:

- the change has a neutral effect on your obligations;
- the change reduces your obligations; or
- providing a shorter notice period is necessary for us to:
- avoid or reduce a material increase in our credit risk or loss; or
- comply with legal or regulatory requirements or the rules of any Nominated Card Scheme.

Despite this clause, ANZ will always give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice) which require any minimum notice periods or specific methods of notification.

ANZ will notify you of the above changes by:

- posting information on www.anz.com under the Small Business tab and displayed in the “Merchant Services” section of the website; or
- written or electronic notice to you (including via your Electronic Device or via the ANZ FastPay App).

Notice provided on www.anz.com will be taken to have been received on the third day after the posting of the notice on that website.

The current version of these App Terms and Conditions will always be available for you to view on www.anz.com. You may also contact us for an electronic copy of the current version of these App Terms and Conditions.

15A. Application of the Banking Code of Practice

If the Merchant is an individual or small business (as defined in the Banking Code of Practice) ANZ is bound by the Banking Code of Practice when it provides its products and services to you.

The Banking Code of Practice means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.

16. Severability and governing law

You and ANZ agree that if any provision or part of a provision of these App Terms and Conditions is illegal, invalid or unenforceable, it will be severed from these App Terms and Conditions and the remaining provisions (or parts of provisions) will continue in full force and effect.

The law governing these App Terms and Conditions is the law governing the relevant Merchant Agreement and you and ANZ agree to submit to the exclusive jurisdiction of the courts of the state of Victoria.

17. Other matters

You acknowledge that these Terms and Conditions are between ANZ and you, and not Apple Inc (**Apple**). You are given a non-exclusive, revocable, non-transferable licence to use the ANZ FastPay App on your Electronic Device in accordance with these App Terms and Conditions, the Apple App Store Terms of Service, available from the Apple App Store, and any applicable law.

Subject to these App Terms and Conditions, ANZ is solely responsible for the ANZ FastPay App, and Apple is not responsible for the ANZ FastPay App in any way. To the maximum extent permitted by law, Apple has no warranty obligations whatsoever with respect to the ANZ FastPay App. You agree that ANZ, and not Apple, is responsible for:

- addressing any claims by you or a third party in relation to the ANZ FastPay App, including but not limited to product liability claims, claims that the ANZ FastPay App fails to conform to legal or regulatory requirements or consumer protection claims;

- investigating any claim that the ANZ FastPay App breaches third party intellectual property rights, and for defending, settling or discharging such claim; and
- maintenance and support services for the ANZ FastPay App.

ANZ does not admit any liability in respect of these issues.

You warrant that you are not located in a country that is subject to a US Government embargo or is designated by the US Government as a “terrorist supporting” country, and you are not listed on any US Government list of prohibited or restricted parties.

You must comply with all third party service providers’ terms of use (for example, software providers and network service providers) when using ANZ FastPay. You agree that Apple and its subsidiaries are third party beneficiaries of these App Terms and Conditions and that Apple has the right to (and will be deemed to have accepted the right) to enforce these App Terms and Conditions against you as a third party beneficiary.

In this clause 17, a reference to the ANZ FastPay App includes a reference to ANZ FastPay.

ANZ FastPay® is a registered trademark of ANZ. ANZ FastPay® for iPhone is only available from the App Store. Apple, the Apple logo, iPhone and iPad are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc. ANZ FastPay® for iPhone may only be downloaded to an iPhone or iPad with iOS 7 or later software.

