

COUNTRY SCHEDULE AUSTRALIA

This document constitutes a Country Schedule as referred to in the Conditions and sets out country specific terms on which the Bank provides the Customer with one or more Accounts or Services in Australia by Australia and New Zealand Banking Group Limited ABN 11 005 357 522, Australian Financial Services Licence Number 234527 and Australian Credit Licence Number 234527.

In this Country Schedule, the "Bank" means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, which is the product issuer of all Accounts and Services in Australia.

Unless defined in this Country Schedule, capitalised terms used in this Country Schedule have the meanings given to them in the Definitions Schedule.

GENERAL BANKING CONDITIONS

1. HOW TO OPEN AN ACCOUNT

Please contact your Bank manager for general descriptive information about account opening procedures.

2. TAX

2.1 Withholding Tax

- (a) Accounts which earn interest may be subject to the deduction of resident or non-resident withholding tax.
- (b) Credit interest payments made to Customers which are a resident of Australia are subject to the deduction of resident withholding tax unless the Customer quotes its Tax File Number (TFN), Australian Business Number (ABN) or a valid exemption category to the Bank. It is not compulsory for the Customer to provide its TFN, ABN or exemption. However, if the Customer chooses not to do so, the Bank is required by Australian tax Law to deduct resident withholding tax, calculated at the highest marginal tax rate, plus any applicable government levies. The Bank treats all TFNs in accordance with the Privacy Act 1988 (Cth) and any applicable rules issued under that Act.
- (c) Credit interest payments made to Customers which are not a resident of Australia are subject to the deduction of non-resident withholding tax as required by Australian tax Law.

2.2 GST

- (a) Unless otherwise expressly stated or the context otherwise requires, words and expressions which are not defined in this clause have the meaning as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

- (b) If any supply made under or in connection with the Agreement is a taxable supply, the recipient must pay to the supplier in addition to any payment or other consideration for the supply, an amount equal to the GST payable for that supply.
- (c) If a payment under or pursuant to the Agreement is a fee, price, reimbursement or indemnification which is calculated directly or indirectly by reference to a cost (including a loss or expense) incurred by a party, the cost must be reduced by the amount of any input tax credit to which the party is entitled for that cost in calculating the payment. An entitlement to claim a full input tax credit incurred on those costs will be assumed unless it is demonstrated otherwise.

3. INACTIVE ACCOUNTS

If the Customer does not operate its Account for a specified period (currently 7 years) and there is no less than a specified value (currently AUD500) in its Account, the Bank may be required by Law to send the funds held in the Account to the Australian Government as unclaimed money. While the Customer can reclaim its money from the Australian Government at any time, the Bank suggests the Customer operates its Accounts regularly to avoid this inconvenience.

4. COMBINING ACCOUNTS

If the Customer maintains more than one Account with the Bank, the Bank may, except to the extent prohibited by Law, combine the balances of two or more Accounts. The Bank will promptly notify the Customer if it has combined any Accounts. The Bank need not notify the Customer in advance. The Customer should not treat Accounts as combined unless the Bank has agreed to such an arrangement.

5. CONVERSION OF ACCOUNTS

The Bank may, except to the extent prohibited by Law, convert an Account from one type of Account to another type of Account. The Bank will provide the Customer with notice of such conversion.

6. CASH COLLATERAL

Where the Bank has agreed to provide the Customer with certain facilities secured by a cash deposit (Cash Collateral), the Customer agrees to deposit the Cash Collateral into an Account to secure the Customer's obligations under the facility, on demand by the Bank.

6.1 Account

- (a) The Customer agrees that it will open a new Account for the purpose of holding the Cash Collateral.
- (b) The Account will be held in the Customer's name and not that of a third party and funds will be deposited into the Account in the Customer's own capacity and not on trust.
- (c) The Customer agrees that it will not commingle funds or allow funds subject to any other securities to be paid into the Account.
- (d) The Account will be subject to these Conditions.
- (e) The Customer acknowledges and agrees that the Bank will place a hard hold on the Account to restrict any withdrawals from the Account without the Bank's prior written consent for the duration that the Cash Collateral is required to secure the Customer's obligations under the relevant facility. Each party agrees that the Bank shall have control of each deposit for the purposes of sections 340(2) and 341A of the Personal Property Securities Act (2009) (Cth) (PPSA).
- (f) The Bank will notify the Customer when the hard hold has been removed from the Account.
- (g) As the Cash Collateral secures the Customer's obligations under the relevant facility, the Customer must not, without first obtaining the Bank's written consent, transfer, assign, create or agree to create any security interest under the PPSA or any other security for the payment of money or performance of obligations in, create any trust or right of set off over or otherwise deal with any of the Customer's rights in connection with the Account.

7. ANZ CASH OPTIMISER ACCOUNT

The Customer must have a "Corporate Transaction Account" or a "Foreign Currency Account" in the same name and same currency which is loaded onto an Electronic Banking Channel registered with the Customer or with a "related body corporate" as defined in section 50 of the Corporations Act 2001 (Cth). Funds for this particular Account can only be transferred to and from such Account to and from any other Bank Account registered in the same name via an Electronic Banking Channel.

8. CORPORATE STATUTORY TRUST ACCOUNTS

- 8.1 Corporate Statutory Trust Accounts may be opened where the Customer is required to have a trust account under Law which regulates trust accounts maintained by legal practitioners, real estate agents, conveyancers and other agents. For these Accounts both the Customer and the Bank are subject to applicable Law and/or the Bank's arrangement with the relevant governing body in respect of but not limited to:
 - (a) methods of depositing and withdrawing funds from the Account;
 - (b) the payment of credit interest on the Account; and

- (c) the Bank's right to combine accounts.

- 8.2 Overdraft facilities are not available for Corporate Statutory Trust Accounts.

9. FOREIGN CURRENCY ACCOUNTS

OTC Banking cash transactions for Foreign Currency Accounts are not available in Australia.

10. CREDIT INTEREST AND DEBIT INTEREST

10.1 Credit Interest

- (a) Subject to clause 10.2, where credit interest is payable, it is paid monthly, quarterly, half-yearly or annually in arrears as determined by the Customer and the Bank.
- (b) In respect of Corporate Statutory Trust Accounts, credit interest is paid in accordance with applicable Law and the arrangements with the relevant governing body.

10.2 Debit Interest

- (a) The rate at which debit interest will be accrued will be either notified to the Customer upon opening the Account or if such rate is not notified to the Customer, the debit interest rate will be:
 - (i) for AUD – ANZ Reference Rate plus 2.00% p.a. The ANZ Reference Rate is available on www.anz.com. If at any time the ANZ Reference Rate is less than zero, the ANZ Reference Rate shall be deemed to be zero; and
 - (ii) for all other currencies – ANZ Prime Rate plus 3.00% p.a. The ANZ Prime Rate is available on www.anz.com. If at any time the ANZ Prime Rate is less than zero, the ANZ Prime Rate shall be deemed to be zero.
- (b) Debit interest will accrue daily in arrears and will be debited on a monthly basis.

10.3 Benchmark rates

The Bank's corporate interest benchmark rates are available on www.anz.com. The Customer agrees that where a credit interest benchmark rate or a debit interest benchmark rate is available on www.anz.com, the Bank is not required to provide the Customer with additional notice of that benchmark rate.

11. INTEREST RATE VARIATIONS

- 11.1 The Bank will notify the Customer of a change to an interest rate, if that rate is determined by the Bank, on the day of such change in writing by electronic communication or by notice on www.anz.com.
- 11.2 The Bank will not notify the Customer of a change to an interest rate or other variation if that rate is linked to some market rate or some other external reference rate or change of which the Bank cannot notify the Customer of in advance.

12. FINANCIAL CLAIMS SCHEME

The Customer may be entitled to payment under the Federal Government's Financial Claims Scheme in respect of certain Accounts. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme is available at www.fcs.gov.au

13. FINANCIAL DIFFICULTY

The Customer should inform the Bank as soon as possible if the Customer is in financial difficulty. The Bank will, with the Customer's agreement, try and help the Customer to overcome its financial difficulties concerning any Service, including for example, by developing a repayment plan.

14. DEDUCTIONS AND WITHHOLDINGS

- 14.1 The Bank may debit the Customer's Account, reverse any deposit into the Customer's Account or make a deduction from any credit interest accrued on the Customer's Account:
- (a) to correct an error;
 - (b) where the Bank is required to make a withholding or deduction for any applicable Taxes, fees or charges, including from any drawee bank or Correspondent;
 - (c) where the Bank is required to return a deposit to a payer;
 - (d) where the Bank is required by Law, Sanction or requirement of any competent Authority; or
 - (e) where a deposit has been dishonoured and the Bank has a right of recourse to the Customer under the Agreement.

15. FEES

- 15.1 The Bank will, upon request, provide information to the Customer concerning the current Account and/or Service fees and charges.
- 15.2 If the Customer has nominated an Account for fees and charges payable for each Account or Service, the Customer authorises the Bank to debit those fees and charges from that Account (the **Fee Account**). The Customer is responsible for ensuring that funds are available in the Fee Account to cover all fees and charges payable and promptly advising the Bank of a replacement Account if the Customer closes the Fee Account.
- 15.3 If the Customer has not nominated a Fee Account, if there are insufficient funds in that Fee Account, or if the Customer has closed the Fee Account and not advised the Bank of a replacement Account, the Bank may debit all such fees and charges from any other Account held by the Customer with the Bank.
- 15.4 If any fees or charges are quoted to the Customer in a different currency than that of the Fee Account or any amount is received by the Customer in payment of such fees and charges in a different currency

than that of the Fee Account, the Bank may, and the Customer instructs the Bank to, convert such currency or debit the Fee Account at the Applicable Rate, even though this might lead to a reduction in the absolute balance of the Account.

16. PAYMENTS

- 16.1 Where the Customer is provided with their own credit user ID to make payments to other Australian domiciled bank accounts, they shall comply with the BECS Procedures and BECS Regulations available at www.apca.com.au.
- 16.2 Subject to any other agreement with the Bank and the Conditions, domestic payments from an Australian domiciled Account to another Australian domiciled bank account (other than payments processed on the New Payments Platform, as set out in clause 32) may be processed as follows:
- (i) using the Bulk Electronic Clearing System (BECS) Clearing System 2 (CS2) administered by the Australian Payments Network Limited to manage the conduct of the exchange and settlement of bulk electronic low value transactions (including transactions involving direct entry payments) between financial institutions; and
 - (ii) using the BSB and account number the Customer provides to the Bank.

Financial institutions, including the Bank, are not required under the BECS CS2 rules to check that a BSB and account number matches any particular payee. The BECS CS2 rules govern direct entry payments through the BECS in Australia.

The Customer acknowledges and agrees that, in respect of domestic and international payments:

- (iii) the payee's name does not form part of payment Instructions, is not checked by the Bank and is not relied upon by the Bank in processing the payment;
- (iv) the Bank does not check that the details provided by the Customer are correct or that the payee's name matches the account number of the intended payee; and
- (v) if the Customer provides the Bank with incorrect details or should the payee's name not match the account number of the intended payee, the payment may be unsuccessful or may be credited to an unintended recipient and it may not be possible for the Bank to recover the funds.

17. PAYMENT PROCESSING LIMITS

The Bank may allow certain payments to be made against a payment processing limit allocated to the Customer's Account. During any day on which such payments are made, the Customer must ensure that the total Cleared Funds credited to the Account is at least equal to the total payments made against a payment processing limit. Any shortfall is immediately due and payable and the Bank may, in its discretion, debit all or part of the shortfall to the Customer's available overdraft limit (if any) or charge interest on the shortfall in accordance with clause 10.2 above.

18. INTERNATIONAL PAYMENTS

The anticipated timing of receipt of funds to the payee's account is set out at www.anz.com. The Customer acknowledges and agrees that the processing of such payment into a payee's account is subject to the ability of the Correspondent and the payee bank to clear and process the payment and is outside of the Bank's control.

19. STATEMENTS OF ACCOUNT

- 19.1 The Bank will provide statements of account for each term deposit Account no less than every six months, and for each other deposit Account, no less than every three months, unless the Customer requests the Bank (in a form acceptable to the Bank) to cease providing statements of account for an Account and provided the Bank is not required to provide statements of account for the Account under any applicable Law.
- 19.2 Notwithstanding any request from a Customer not to provide statements of account for an Account, the Customer agrees that the Bank may provide the Customer with statements of account for the Account at such times, at such intervals and in such manner (including via an Electronic Banking Channel) or format as the Bank considers appropriate.

20. DIRECT DEBIT SERVICE

- 20.1 The Direct Debit Service offered in Australia is a Direct Debit payment service provided by the Bank that is processed through BECS.
- 20.2 Definitions: Any capitalised terms which are not defined in this clause 20 are defined in the Definitions Schedule unless the context otherwise requires.

AusPayNet or **Australian Payments Network Limited** means the Australian Payments Network Limited ABN 12 055 136 519

Bulk Electronic Clearing System (BECS) means a system administered by AusPayNet for transfer/clearance of payments between financial institutions.

Client means a person or organisation conducting business with the Customer.

DDR Service Agreement means the agreement which the Customer is required under the User Guide, to provide to all Clients prior to initiating any drawing on the Client's nominated account, which must be in a form authorised by the Bank.

Direct Debit means one or more debit instructions written in an electronic format suitable for processing through BECS.

Direct Debit Request (DDR) means an instruction given to the Customer by a Client that permits moneys due by the Client to be collected through BECS.

Maximum File Value (MFV) means a value agreed from time to time between the Customer and the Bank up to which the Bank will process payment instructions without reference to the Customer.

Service means the Direct Debit Service offered by the Bank in Australia.

20.3 The Customer must:

- (a) Provide to each of the Customer's Clients electing to make Direct Debit payments, details of their rights and responsibilities under the Service. Details are to be provided in writing to a Client prior to initiating any drawing on the Client's nominated account in accordance with the DDR Service Agreement specification contained in the User Guide.
- (b) Obtain from each Client whose account is to be debited, an authorised DDR that conforms to the specifications contained in the User Guide and only initiate drawings on the Client's nominated account strictly in accordance with the instruction set out within the DDR. The Customer will retain and produce all DDRs on request from the Bank.
- (c) Observe and assume full responsibility of the terms specified in the DDR and DDR Service Agreement.
- (d) Advise the Bank and the Client in writing 14 days prior to any legal change of name or merger that involves the Customer.
- (e) Respond to and action any queries from the Client or the Bank in respect to queries, disputes, complaints or claims arising from drawings to a Client's account and within the timeframes, as set out in the User Guide.
- (f) Fully observe the conditions for use of the Direct Debit Service Logo, as contained in the User Guide.
- (g) Comply with the obligations of a "Debit User":
 - (i) under the BECS Procedures and BECS Regulations available at www.auspaynet.com.au/resources/direct-entry; and
 - (ii) as advised by the Bank from time to time.

20.4 If the Bank offers the Customer the ability to allow the Clients to execute DDR Service Agreements and initiate DDRs over the internet or over the telephone, and the Customer elects to take up this offer, the Customer agrees to be bound by:

- (a) the Australian Payments Network Guidelines for Establishing Direct Debit Requests Electronically or by Telephone ("Australian Payments Network Guidelines DD Internet and Phone Guidelines") as modified or replaced from time to time; and
- (b) the requirements set out in the User Guide and any instructions issued by the Bank with respect to the execution of DDR Service Agreements and initiation of DDRs over the internet (the "Internet Instructions") or over the telephone ("Telephone Instructions"). If there is any inconsistency between the Australian Payments Network DD Internet and Phone Guidelines and the Internet or Telephone Instructions, the Internet or Telephone Instructions shall prevail.

21. MAXIMUM FILE VALUE (MFV)

- 21.1 The MFV is the maximum value of Direct Debits that can be lodged per agreed frequency (Lodgement Cycle). The Bank will process Direct Debits up to this MFV without reference to the Customer.
- 21.2 The Customer must advise the Bank when the total debit value of a Direct Debit will exceed the agreed MFV. The Bank is not obliged to process the Customer's Direct Debit if it is in excess of the MFV, nor is the Bank obliged to grant an increase of the MFV.
- 21.3 The MFV and its frequency will be reviewed by the Bank on an annual or as required basis and the Customer will be advised if there is a change to the MFV limit or frequency.

22. ANZ INSTITUTIONAL INSIGHTS

For the purposes of this clause 22, the following additional definition applies:

Insights means the ANZ Institutional Insights delivered via a Channel.

The Insights offered in Australia is a Service for the purpose of the Conditions.

22.1 Bank may offer Insights

The Bank may offer the Insights to the Customer as agreed from time to time with the Bank. Clauses 22.2 to 22.6 apply to the provision of such Insights.

22.2 Provision of Insights

The Insights will be provided via an Electronic Banking Channel.

22.3 Use of Insights

Nothing in this Country Schedule may be construed as granting the Customer any proprietary or other rights in the Insights or data used in Insights (other than the Customer's own confidential information).

22.4 Representation and warranty

The Customer represents and warrants to the Bank that it will comply with all Laws (including the Australian Privacy Principles and competition law) when performing its obligations under this Country Schedule and in relation to the Insights including the data comprising the Insights.

22.5 Obligations

The Customer will not:

- (a) copy or reverse engineer the Insights or any data forming part of the Insights (other than the Customer's own confidential information);
- (b) attempt to re-identify or de-aggregate any of the Insights or the data comprising the Insights; or
- (c) disclose the Insights, the data comprising the Insights (other than the Customer's own confidential information) or the existence or any aspect of the Insights (including the existence and terms of this clause 22) to any person other than:
 - (i) to any professional advisor of the Customer that owes the Customer an obligation of confidence;
 - (ii) as required by Law; or
 - (iii) with the Bank's prior written consent.

22.6 Limitation of liability

To the extent that any terms, conditions, warranties, representations, guarantees, undertakings, duties, promises or assurances in the Customer's favour are implied or otherwise apply by virtue of statute and cannot be excluded, restricted or modified, then to the maximum extent permitted by Law, the Bank's liability for failure to comply with any of those terms, conditions, warranties, representations, guarantees, undertakings, duties, promises or assurances is limited (at the Bank's election) to one or more of the following:

- (a) the supplying of the Insights again; or
- (b) the payment of the cost of having the Insights supplied again.

22.7 Bank may provide component of Insights

The Bank may from time to time in its absolute discretion, notwithstanding clause 2.1 of the Conditions, provide to the Customer a component of the Insights.

23. BPAY® *Registered to BPAY.

BPAY means BPAY Pty Ltd ABN 69 079 137 518.

Definitions: Any capitalised terms which are not defined in this clause 23 are defined in the Definitions Schedule unless the context otherwise requires.

Batch Payer Direction means a direction from the Customer to the Bank using a batch entry method to effect one or more transactions to one or more billers through BPAY Payments and is an Instruction for the purposes of the Agreement.

BPAY Batch Payer Terms means the terms set out in clause 23.

BPAY Marks means the trade and service marks owned by BPAY and used from time to time in relation to BPAY Payments.

BPAY payment means a payment made, or to be made, by or on behalf of the Customer through BPAY Payments and will be a Withdrawal for the purposes of the Agreement.

BPAY Payments mean the electronic payments service promoted by BPAY and which is operated in accordance with the terms and conditions set out in BROP (as it applies to BPAY Payments).

BROP means the BPAY Scheme Rules and Operating Procedures in force from time to time.

End Client means the end-payers (if any) on behalf of whom the Customer makes Payments under these BPAY Batch Payer Terms, which, for clarity may include the Customer's related bodies corporate or third parties for whom the Customer provides a good or service.

Service Provider means a person engaged by BPAY to provide goods or services to BPAY in connection with BPAY Payments.

Standards Manual means the BPAY Payments Identity Standards Manual issued by BPAY prescribing the way in which the BPAY Marks may be represented in connection with BPAY Payments, as may be amended from time to time. The Standards Manual is available to Customers on request to their Bank Manager or by calling the Customer Service Centre on 133 199.

23.1 BPAY Scheme

- (a) The Bank is a member of the BPAY Scheme. This is an electronic payments scheme through which the Bank can be asked to make payments on the Customer's behalf to billers. The Bank will notify the Customer if it ceases to be a member of the BPAY Scheme.
- (b) For the purposes of the BPAY Scheme, the Bank may also be a biller.
- (c) The Customer is not authorised to give a biller code to any person in order to receive payments owing to the Customer unless agreed by the Bank.

23.2 Making BPAY payments

- (a) The Customer must make BPAY payments in accordance with the Agreement or as instructed by the Bank from time to time.
- (b) The Bank will not be obliged to effect a BPAY payment if the Customer does not comply with the requirements of the Bank for making a payment Instruction including where the required information is not provided or if the information is incomplete and/or inaccurate. Once the required information is provided to perform the BPAY payment, the Bank will treat the Customer's instructions as valid and will debit the relevant Account.
- (c) The Bank will attempt to ensure BPAY payments are processed promptly by participants in the BPAY Scheme, however BPAY payments may be delayed

in being credited to a biller in some circumstances, for example due to other participants in the BPAY Scheme not complying with any applicable BPAY obligations. BPAY payments are subject to Cut-off Times as notified by the Bank to the Customer. Please contact your Bank Manager or call the Customer Service Centre on 133 199 for further information on Cut-off Times.

- (d) The longer the delay between the Customer telling the Bank of the error and the date of the Customer's BPAY payment, the more difficult it may be to perform the error correction. For example, the Bank or the Customer's biller may not have sufficient records or information available for the Bank to investigate the error. If this is the case, the Customer may need to demonstrate that an error has occurred, based on the Customer's own records, or liaise directly with the biller to correct the error.
- (e) If the Bank is advised by a biller that the Customer's BPAY payment cannot be processed by the biller, the Bank will:
 - (i) advise the Customer of this;
 - (ii) credit the Customer's Account with the amount of that BPAY payment;
 - (iii) tell the Customer how the Bank can assist, if possible, in making the payment as soon as possible; and
 - (iv) if the Customer discovers that the amount it instructed the Bank to pay was less than the amount it needed to pay, it can make another BPAY payment for the difference.
- (f) Except where a BPAY payment is an unauthorised, fraudulent or mistaken payment, BPAY payments are irrevocable and the Customer cannot request to stop a BPAY payment once the Customer has made a valid payment Instruction. No refunds will be provided through the BPAY Scheme where the Customer has a dispute with the biller about goods and services it may have agreed to acquire from the biller. Any dispute must be resolved with the biller.
- (g) Mistaken, unauthorised and fraudulent BPAY payments
 - (i) The Customer should check its Account records carefully and tell the Bank as soon as possible if the Customer becomes aware of:
 - (A) a BPAY payment which has been made from its linked Account which was not authorised;
 - (B) the possibility that it has been fraudulently induced to make a BPAY payment; or
 - (C) any delay or mistake in processing of its BPAY payment.
 - (ii) If the Customer advises the Bank that a BPAY payment made from a linked Account is unauthorised, the Customer consents (or if

relevant, the Customer undertakes to obtain the End Client's consent) to the Bank obtaining from the biller any information the Bank reasonably requires to investigate the BPAY payment. Without the required consent the biller may not be permitted by Law to disclose to the Bank the information the Bank needs to investigate or rectify that BPAY payment.

- (iii) If a BPAY payment falls within more than either of an unauthorised, fraudulent or mistaken payment, the Bank will deal with the BPAY payment in that order as the order of precedence.
- (h) The Customer acknowledges that the receipt by a biller of a mistaken or erroneous payment from another person does not constitute part or whole satisfaction of any underlying debt owed between the Customer (or the Customer's End Clients, as the case may be) and that biller.
- (i) Where BPAY payments have been made using a credit card account or a charge card account, no "chargeback" rights will be available for BPAY payments.

23.3 Mistaken BPAY payments

If the Customer discovers that a BPAY payment has been made to a person, or for an amount, which is not in accordance with the Customer's instructions (if any), and its Account was debited for the amount of that payment, the Bank will credit that amount to the Customer's Account. However, if the Customer was responsible for a mistake resulting in that payment and the Bank cannot recover the amount of that payment from the person who received it within 20 Business Days of the Bank attempting to do so, the Customer must pay that amount to the Bank.

23.4 Unauthorised BPAY payments

If the Bank effects a BPAY payment in accordance with a payment Instruction, which appeared to the Bank to be from the Customer or on its behalf, but which the Customer did not in fact authorise, the Bank will credit the Customer's Account with the amount of that unauthorised payment. However, the Customer must pay the Bank the amount of that unauthorised payment if;

- (a) the Bank cannot recover the amount from the person who received it within 20 Business Days of the Bank attempting to do so; and
- (b) the payment was made as a result of a payment Instruction which did not comply with the Bank's prescribed security procedures.

23.5 Fraudulent BPAY payments

If a BPAY payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund the Customer the amount of the fraud-induced payment. However, if that person does not refund the Customer that amount, the Customer must bear the loss unless some other person involved in the BPAY Scheme knew of the

fraud or would have detected it with reasonable diligence, in which case that person must refund the Customer the amount of the fraud-induced payment that is not refunded to the Customer by the person that induced the fraud.

23.6 BPAY Batch Payer Terms

- (a) These Batch Payer Terms:

- (i) set out the terms and conditions on which the Bank will accept Batch Payer Directions from a Customer; and
- (ii) apply in relation to the terms of the Agreement, including clauses 23.1 to 23.5 of this Country Schedule.

BPAY View functionality is not available for BPAY payments made using Batch Payer Directions.

- (b) Batch Payer Directions made on behalf of End Clients

Where a Customer makes Batch Payer Directions on behalf of End Clients, the Customer must:

- (i) make any disclosures to, and obtain any consents from, those End Clients that are necessary to enable:
 - (A) the Bank to comply with its obligations under BRP in regard to BPAY Payments; and
 - (B) the Customer to comply with its obligations under these Batch Payer Terms;
- (ii) maintain a contemporaneous list of those End Clients, and provide that list to the Bank upon request;
- (iii) maintain systems and processes which allow payments and adjustments (including credits and reversals) in relation to those End Clients to be separately identified and differentiated;
- (iv) ensure that those End Clients make BPAY payments only for their own benefit and not on behalf of a third party;
- (v) promptly notify the Bank if the Customer becomes aware of, or reasonably suspects, any fraudulent or illegal activity involving BPAY payments made by those End Clients;
- (vi) ensure that each Batch Payer Direction given on behalf of an End Client is validly authorised by that End Client;
- (vii) promptly notify the Bank if the Customer becomes aware, or reasonably suspects that a Batch Payer Direction has been erroneously submitted or processed;
- (viii) comply with all reasonable directions from the Bank in connection with the submission of Batch Payer Directions (including any directions to stop submitting Batch Payer Directions, or to impose value or volume limits on Batch Payer Directions);

- (ix) enter into an agreement with those End Clients for those BPAY payments, which must be consistent with these BPAY Batch Payer Terms;
 - (x) disclose to, and obtain acknowledgement from, those End Clients that:
 - (A) the Customer's relationship with its End Clients is separate to, and is not governed by, the BPAY Scheme and therefore the benefits received by payers under BROP (as it applies to BPAY Payments) may not be applicable to End Clients who make payments through the Customer; and
 - (B) the receipt by a biller of a mistaken or erroneous payment from another person does not constitute part or whole satisfaction of any underlying debt owed between the End Client and that biller;
 - (xi) having regard to its own processing times needed to prepare and submit the associated Batch Payer Directions and the principles set out in clause 23:
 - (A) notify End Clients when BPAY payments which are the subject of payment directions given by the End Clients to the Customer will be treated as having been made; and
 - (B) ensure that payment directions validly given by the Customer's End Clients prior to the Cut-off Time are incorporated into Batch Payer Directions which are submitted to the Bank on the same Business Day; and
 - (xii) without undue delay, pass on to the relevant End Client the benefit of any adjustments (including credits or reversals) received by the Customer in connection with a BPAY payment made on behalf of that End Client.
- (c) Use of BPAY Marks
- If the Customer:
- (i) makes BPAY payments on behalf of End Clients; and
 - (ii) wishes to make it known to those End Clients that BPAY payments will be made using BPAY Payments,
- then:
- (iii) the Customer must submit all proposed uses of the BPAY Marks to BPAY for its approval (such approval may be withheld in BPAY's absolute discretion);
 - (iv) if the Customer's proposed use is approved by BPAY, the Bank will grant to the Customer a non-exclusive, revocable sub-licence to use the BPAY Marks in accordance with this clause 23.6 and the Standards Manual solely for the purposes of advertising the Customer's participation in, and promotion of, BPAY Payments in the manner so approved; and
- (v) the Bank will provide the Customer with a copy of the Standards Manual along with BPAY's contact details and notify the Customer of any change to the Standards Manual or BPAY's contact details.
- Where a sub-licence to the BPAY Marks is granted to the Customer under this clause 23.6:
- (vi) the Customer acknowledges that the Bank's ability to sub-licence the BPAY Marks is subject to the Bank's own arrangements with BPAY and the sub-licence to use the BPAY Marks will terminate immediately on:
 - (A) termination or expiry of the Bank's right to sub-licence the use of the BPAY Marks; or
 - (B) termination of the Agreement or termination of agreement of the Bank to accept Batch Payer Directions from the Customer.
 - (vii) the Customer agrees that BPAY owns the BPAY Marks and further agrees:
 - (A) not to contest or in any way impair any rights of BPAY to the BPAY Marks; and
 - (B) at any time, at the Bank's request, include a statement on any packaging, promotional or advertising materials used in connection with BPAY Payments, including in electronic form, that the BPAY Marks are being used by the Customer under the control of and with the authorisation of BPAY and acknowledging BPAY's ownership of the BPAY Marks;
 - (viii) any use of the BPAY Marks by the Customer which is not in compliance with the requirements of these BPAY Batch Payer Terms and the Standards Manual, and which is not promptly discontinued following written notice from the Bank, will be a Termination Event in respect of these BPAY Batch Payer Terms and the Agreement;
 - (ix) the Customer must not license or assign to any third party the right to use any of the BPAY Marks whether by sale, consolidation, merger, amalgamation, operation of law or otherwise;
 - (x) the Customer must use the appropriate denotation or legend of trademark registration or ownership in connection with the BPAY Marks, as required or consented to by the Bank from time to time;
 - (xi) if the Customer wishes to use a denotation or legend of trade mark registration or ownership in connection with any mark (other than the BPAY Marks) used in association with or on the same printed matter as the BPAY Marks, the Customer may do so provided that:

- (A) such use will not adversely affect the rights of BPAY in the BPAY Marks; and
 - (B) the specification for such use is notified in writing to the Bank, and the Bank provides the Customer with its written approval to that specification prior to such use;
 - (xii) the Customer must not use the BPAY Marks in such a way as to create an impression that the goods or services which the Customer offers are sponsored, produced, offered or sold by the Bank or BPAY. The Customer must not adopt "BPAY" or any other BPAY Mark as any part of the name of its business or apply them to any goods or services which the Customer offers for sale;
 - (xiii) the Customer must notify the Bank immediately on becoming aware of any infringement or potential infringement of the BPAY Marks (including any infringements by the Customer's End Clients). Where such infringement or potential infringement results in a third party bringing a claim or proceedings against the Customer or the Bank, BPAY may take over the defence of such claim or proceedings;
 - (xiv) if any claim is asserted or legal proceedings commenced against the Customer for alleged infringement of any rights held by a third party by reason of the use of the BPAY Marks, then when the Customer becomes aware of that claim or legal proceedings the Customer must:
 - (A) provide the Bank with prompt written notice of such claim or proceedings; and
 - (B) keep the Bank informed of all developments in respect of the claim or proceedings;
 - (xv) the Customer will indemnify the Bank and make good any Loss in connection with any use of BPAY Marks other than as permitted by the Agreement; and
 - (xvi) the Customer consents to the use of its name and main trading logo in lists published by the Bank, BPAY or other financial institutions who take part in BPAY Payments which identify entities who use the Batch Payer Direction functionality of BPAY Payments.
- (d) BPAY tools and functionality
- The Customer acknowledges that:
- (i) BPAY may from time to time provide the Customer with access to tools and functionality (such as software plug-ins and application programming interfaces) which facilitate submission of Batch Payer Directions; and

- (ii) the use of such tools and functionality may be subject to separate terms and conditions entered into directly with BPAY or its licensors.
- (e) Privacy
 - (i) In order to provide the Customer with services under BPAY Payments, the Bank may need to disclose the Customer's or its End Clients' Personal Information to BPAY and/or its Service Providers. If the Bank does not disclose such Personal Information to BPAY or its Service Providers, the Bank will not be able to provide the Customer with services under BPAY Payments.
 - (ii) Accordingly, the Customer agrees to the Bank disclosing to BPAY, its Service Providers and such other participants involved in BPAY Payments such Personal Information relating to the Customer or its End Clients as is necessary to facilitate the provision of BPAY Payments to the Customer.
- (f) Suspension and Termination
 - (i) Any suspension or termination rights of the Bank under the Agreement will also apply in respect of the Customer's End Client's use of BPAY Payments.

24. REMUNERATION OF ANZ MANAGERS

It is important that the Customer is aware of how its Bank manager is paid, although any amount payable is not an added cost to the Customer. The Customer's Bank manager receives a salary and may also receive bonuses based on a number of factors such as their financial, customer, compliance and people performance. The Customer's Bank manager is not paid commissions or fees. Any bonus payable to the Customer's Bank manager will be paid in the form of cash, shares or options or a combination of these. The Customer's Bank manager may also receive non monetary benefits, for example, vouchers and/or movie tickets.

25. BANKING CODE OF PRACTICE

If the Customer is an individual or a small business (as defined by the Banking Code of Practice), the relevant provisions of the Banking Code of Practice will apply to the provision of Services by the Bank.

Banking Code of Practice means the industry code published by the Australian Banking Association.

26. FINANCIAL SERVICES DISPUTES RESOLUTION

- 26.1 If the Customer has a complaint concerning an Account and/or Service or the Bank's performance of any Account and/or Service, the Customer should talk to a Bank manager or, if they are unavailable, their immediate supervisor.

- 26.2 If the Customer complaint cannot be resolved promptly, the Customer's Bank manager (or their supervisor), will take responsibility and work with the Customer to address the matter quickly. The Bank will undertake a review of the complaint under its complaints review procedures. On request, the Bank will promptly provide details of its complaints review procedures.
- 26.3 If the Customer is eligible (for example, if the Customer is an individual or small business) and the Customer is not satisfied with the steps taken by the Bank to resolve a complaint, or with the result of the Bank's investigation, the Customer may wish to contact the alternative dispute resolution scheme operated by the Australian Financial Complaints Authority.

Australian Financial Complaints Authority

GPO Box 3
Melbourne VIC 3001
Phone: 1800 931 678
Email: info@afca.org.au
Online: www.afca.org.au

- 26.4 For all other Customers, if the Customer is not satisfied with the steps taken by the Bank to resolve the complaint, or with the result of the Bank's investigation, the Customer may refer the matter to a single arbitrator, who failing agreement between the Customer and the Bank, shall be nominated by the President for the time being of the Law Institute of Victoria in accordance with and subject to the provisions of the Commercial Arbitration Act 1984 or any statutory variation, modification or re-enactment thereof for the time being in force.

27. PRIVACY AND DISCLOSURE OF INFORMATION

27.1 Privacy

- (a) If the Customer does not provide the Bank with some or all of the Personal Information that the Bank requests, the Bank may be unable to provide the Customer with any Account or Service.
- (b) The Bank may collect and use Personal Information: (i) to provide the Customer with information about an Account or Service; (ii) to consider and process the Customer's request for an Account or Service; (iii) to provide an Account or Service to the Customer; (iv) to tell the Customer about other products and Services; (v) to assist in arrangements with other organisations in relation to the promotion or provision of a product or Service; (vi) to manage Accounts and Services and perform administrative and operational tasks; (vii) to consider any concerns or complaints raised by the Customer against the Bank and/or to manage any legal action involving the Bank; (viii) to identify, prevent or investigate any actual or suspected fraud, unlawful activity or misconduct; (ix) to identify the Customer or establish the Customer's tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and (x) as required by relevant laws, regulations, codes of practice and external payment systems.

- (c) the Bank's Privacy Policy (available at www.anz.com/privacy) contains information about: (i) any Laws that require or authorise the Bank to collect certain Personal Information and why those Laws require the Bank to collect such Personal Information; (ii) the circumstances in which the Bank may collect Personal Information from other sources (including from a third party); and (iii) how an individual may: (A) access their Personal Information and seek correction of their Personal Information; (B) instruct the Bank that the individual does not want to receive information about other products and services; and (C) raise concerns that the Bank may have breached the Privacy Act 1988 (Cth) or a related code, and how the Bank will deal with these matters.

27.2 Disclosure of information

- (a) The Bank may disclose Personal Information to: (i) any related entity of the Bank which may use the information to: (A) provide, manage or administer Accounts or Services; (B) carry out the Bank's functions and activities; (C) manage Accounts and Services and perform administrative and operational tasks; (D) promote its own products and services, unless the Customer advises otherwise; and (E) comply with Laws, regulatory requirements and prudential standards; (ii) an organisation that is in an arrangement with the Bank to jointly offer products or services and/or has an alliance with the Bank to share information for marketing purposes (and any of its outsourced service providers or agents); (iii) any agent, contractor or service provider the Bank engages to carry out or assist with its functions and activities; (iv) an organisation that assists the Bank to identify, prevent or investigate fraud, unlawful activity or misconduct; (v) regulatory bodies, government agencies, law enforcement bodies and courts; (vi) participants in payments systems (including payment organisations and merchants) and other financial institutions; (vii) other credit providers; (viii) insurers (including mortgage insurers) and reinsurers; (ix) any person who introduces the Customer to the Bank; (x) the Customer's referee(s), employer or representative (including any authorised agent, executor, administrator or trustee in bankruptcy, legal representative or anyone else acting for the Customer in connection with the Customer's Account or Service); (xi) joint account holders; (xii) any provider of a guarantee, security or other credit support for the Customer's obligations to the Bank; (xiii) other parties the Bank is authorised or required by Law or court/tribunal order to disclose information to; (xiv) any professional advisors of the Bank who are under a duty of confidentiality to keep such information confidential; and (xv) any credit reporting bodies.
- (b) In making the disclosures described above, the Bank may disclose information to recipients (including service providers and related entities of the Bank): (i) located outside Australia; and/or (ii) not established in or not carrying on business in Australia. Details regarding the location of such recipients may be found at www.anz.com/privacy.

28. THE BANK'S WEBSITE SECURITY AND PRIVACY STATEMENT

The Bank may provide certain Services to the Customer using websites operated by or on behalf of the Bank. The Bank's Website Security and Privacy Statement www.anz.com/australia/support/general/privacystatement.asp contains further details about:

- (a) information that the Bank may collect from users and visitors of the websites;
- (b) how the Bank may use and disclose such information; and
- (c) the use of website advertising, website tracking and cookies on the websites.

29. INFORMATION ABOUT OTHERS

If the Customer gives the Bank Personal Information about someone else, or directs someone else to give their Personal Information to the Bank, the Customer must show that person a copy of clauses 28 (Privacy and Disclosure of Information) and 29 (The Bank's Website Security and Privacy Statement) so that they understand the manner in which their Personal Information may be used or disclosed.

30. APS222 DISCLOSURE

- (a) Australia and New Zealand Banking Group Limited (the Bank in Australia) is an authorised deposit taking institution in Australia.
- (b) Any Service provided by the Bank in Australia is neither a deposit with nor liability of any other Bank Group Member and any other Bank Group Member is not required to meet the obligations of the Bank in Australia.
- (c) The Bank in Australia does not guarantee the performance of any Service by another Bank Group Member.
- (d) Each other Bank Group Member does not guarantee the performance of any Service by the Bank in Australia.

31. VARIATIONS

- 31.1 The Bank may amend, modify or supplement the provisions of the Agreement or vary or change any Account or Service at any time on thirty (30) days' notice in writing or by way of electronic communication (including by any Electronic Banking Channel), notice in the media, notice on our website or by any other method permitted by Law.
- 31.2 Notwithstanding the above, the Bank will not give the Customer prior notice:
 - (a) where the changes are outside the Bank's control, except to the extent such notification is otherwise required by Law;

- (b) where the changes are required by Law to take immediate effect, in which case they will take effect immediately; or
- (c) of a change to an interest rate or other variation subject to market fluctuations or external references.

32. NEW PAYMENTS PLATFORM

For the purposes of this clause 32, the following additional definitions apply:

New Payments Platform or NPP is a payment system that allows for fast payments between financial institutions that are connected to the system and operated by NPP Australia Limited ABN 68 601 428 737.

Osko is a payment method for the receipt and processing of domestic payments provided by BPAY Pty Ltd ABN 69 079 137 518 using NPP.

PayID means the smart address and addressing service used to send and receive payments through the New Payments Platform instead of using Account details. The Customer may create a PayID by linking an eligible Account to an eligible PayID type (including but not limited to a phone number or email address) and also send a NPP payment on an eligible Electronic Banking Channel to a beneficiary's PayID.

32.1 Payments

The Bank will enable certain Electronic Banking Channels to process payments using NPP.

- (a) The Bank may allow the Customer to send domestic payments using the Osko payment method.
- (b) The Bank will allow the Customer to make an Osko payment from an eligible account to either a BSB and Account Number, or a PayID.
- (c) The Customer must ensure that the recipient details being the BSB and Account number, or if using a PayID, the PayID details and payee's PayID name are current and correct before submitting the payment instruction to the Bank.
- (d) On receipt and validation of a payment Instruction, the Bank will use reasonable endeavours to process the payment provided that:
 - (i) NPP is available;
 - (ii) the receiving financial institution is enabled to accept and process the Osko payment; and
 - (iii) the recipient's account is enabled to receive the Osko payment.

Should the payment instruction be unable to be processed using NPP under this clause, then the Customer should allow for sufficient time to process the payment using another payment type available on the Electronic Banking Channel.

- (e) Following the Bank's receipt and validation of the Customer's payment instruction, the payment should be processed by the Osko payment method with near immediate effect on receipt of the payment by the receiving financial institution.

- (f) The Customer will be able to view the processing outcome of all Osko payments in eligible Electronic Banking Channels or otherwise, the Bank will notify the Customer of the processing outcome of each Osko payment by electronic message.
 - (g) The Osko payment method will be subject to payment limits as follows:
 - (i) The Bank may allocate daily payment limits to the Customer in its absolute discretion;
 - (ii) The Customer may request the Bank in writing to allocate a daily payment limit to the Customer or change an existing daily payment limit. The Bank may accept or reject the Customer's request in its absolute discretion;
 - (iii) The Bank will be entitled to change a payment limit referred to in paragraph (i) or (ii) at any time without notice to the Customer.
 - (h) The Bank may reject an Osko payment for specific reasons, including but not limited to:
 - (i) The Bank considers it reasonably likely that the payment may be sent to an unintended recipient (misdirected payment);
 - (ii) The recipient's payment address is not supported by the Electronic Banking Channel;
 - (iii) The payment exceeds an Osko payment limit or any other limit allocated by the Bank to the Customer; or
 - (iv) The PayID has changed since the Bank received the Customer's payment instruction.
 - (i) The Customer should regularly monitor all future dated payments and recurring payments (if available) to ensure that PayID details are current and valid.
- and should the Customer be unable to provide evidence within the timeframe that the Bank may specify, the Bank may close your PayID or link your PayID to an Account held by another party.
- (vi) The Bank will disclose the Customer's PayID to the NPP central addressing service to confirm that the PayID can be created and linked to the Customer's Account.
 - (vii) Should the Customer be unable to create a PayID with the NPP addressing service and can provide evidence that they own the PayID or have the authority to use the PayID, the Customer may contact the Bank to raise a dispute.
 - (viii) The Customer will only be able to create and manage PayID types that are supported by the Electronic Banking Channel.
 - (ix) The Customer may create multiple PayIDs for eligible Accounts but must not create the same PayID for more than one Account held with the Bank or any other financial institution.
 - (x) The Customer may manage their PayIDs by using the Electronic Banking Channel to do as follows:
 - (A) close a PayID linked to an Account;
 - (B) update the details of an existing PayID owned by the Customer (including the PayID name or the Customer Account details linked to the PayID);
 - (C) transfer an existing PayID to an account held with another financial institution provided that the PayID is active and has not been closed or locked.

32.2 Deposits

In addition to the terms set out in clause 3.5 of the General Banking Conditions, the Bank will accept deposits to eligible Accounts through NPP.

32.3 PayIDs

- (a) Creating and managing PayIDs
 - (i) The Customer will be able to create eligible PayIDs in certain Electronic Banking Channels and link them to an eligible Account.
 - (ii) The Customer must only create a PayID that the Customer owns or has authority to use.
 - (iii) The PayID must be associated with the Customer's name and reasonably represent the Customer and the Customer must notify the Bank should the PayID no longer reasonably represent the Customer.
 - (iv) The Customer must not create a PayID that could mislead or deceive a payer into sending the Customer payments intended for another payee.
 - (v) The Bank will be entitled to request evidence from the Customer that the Customer owns or has the authority to use the PayID at any time
- (b) Using a PayID
 - (i) Subject to this Agreement and the payer's financial institution, PayIDs created and linked to an Account will enable payments to be processed on NPP without the requirement for the payer to enter any account details or branch numbers.
- (c) Closing PayIDs
 - (i) The Customer must close a PayID where the Customer no longer wishes to use that PayID or ceases to have authority to use that PayID.
 - (ii) Once a PayID is closed, the Customer's PayID may be created by another user who has authority to use the PayID and it may be linked to another Account, and payments using that PayID may be sent to that Account.
 - (iii) The Customer will be responsible for notifying any payers that use the Customer's PayID that the PayID is closed or if the Customer is no longer authorised to use the PayID.
 - (iv) The Bank may lock or close PayIDs as follows:
 - (A) if the Bank closes the Account linked to the PayID;

- (B) the Customer closes the Account or the Customer ceases to be authorised to operate the Account;
 - (C) the Bank becomes aware of suspicious activities relating to the PayID or the Account, or the Bank suspects that the PayID has been used for fraudulent purposes;
 - (D) the Bank is made aware that the Customer no longer has authority to use the PayID or has been unable to confirm that the Customer still has the authority to use the PayID;
 - (E) the PayID has not been used or validated for three (3) years or more, or someone attempts to create the PayID for another Account and the Bank is unable to contact the Customer, and the PayID has been inactive for 6 months or more; or
 - (F) in the Bank's reasonable discretion at any time.
- (d) Restrictions on use of PayIDs
- (i) The Bank will also be entitled to restrict the Customer from creating or managing PayIDs if:
 - (A) the Bank becomes aware of suspicious activities relating to the Customer's Account or the relevant Electronic Banking Channel;
 - (B) electronic equipment or systems malfunction or are otherwise unavailable for use, or the Bank believes that their quality or security have been compromised; or
 - (C) the Bank determines that there is a reasonable likelihood that the Customer's access to the PayID management system may cause loss to the Account holder or to the Bank.
 - (ii) Should a PayID be restricted from use, the Customer will be unable to update the PayID details, use the PayID to receive payments and the Customer may be unable to transfer a PayID to another eligible Account or account with another financial institution.

32.4 Privacy and NPP

- (a) By creating a PayID, the Customer authorises the Bank to collect and disclose information about the Customer (including the Customer's PayID, the Customer's PayID name, the full account name of the Account linked to the PayID and the Customer's Account number) to NPP Australia Limited, the operator of the PayID service, to enable the Customer to receive payments using the PayID service and for related purposes.
- (b) The Customer also authorises NPP Australia Limited to share this information with other financial institutions, BPAY Pty Ltd and their service providers to allow the PayID service to operate (for example, for users of the PayID service to make payments to the Customer

or for other reasonable activities, such as tracing lost transactions, investigating fraud or where required by Law).

- (c) The Customer acknowledges and accepts that when a payer makes a payment to the Customer's PayID, the payer may see the Customer's PayID name (but not any other account details).
- (d) The Customer authorises the Bank to collect and disclose information about the Customer (including the Customer's legal name, Australian Business Number, date of incorporation, registered address or principal place of business) to other financial institutions for purposes related to processing payments using NPP (for example, sanctions screening by financial institutions).
- (e) The collection, use and disclosure of information is also governed by the ANZ Privacy Policy available at www.anz.com and clause 27 of this Country Schedule.

33. ELECTRONIC CONVEYANCING

- 33.1 Definitions: Any capitalised terms which are not defined in this clause 33 are defined in the Definitions Schedule unless the context otherwise requires.

ARNECC means the Australian Registrars' National Electronic Conveyancing Council.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in a State or Territory of Australia, as amended from time to time.

ELN means Electronic Lodgement Network.

ELNO means Electronic Lodgement Network Operator.

Operating Requirements has the meaning given to it in the ECNL.

Participation Rules has the meaning given to it in the ECNL.

Subscriber has the meaning given to it in the ECNL.

- 33.2 If the Customer is a Subscriber to an ELN and has registered its Account with an ELNO, then the Customer agrees that:
- (a) the Customer (and not the Bank) is responsible for complying with any terms of use of an ELN as specified by an ELNO and the ARNECC and agreed to by the Customer;
 - (b) the Customer (and not the Bank) is responsible for ensuring that the Customer's authorised users or signers on an ELN (as notified by the Customer to an ELNO) are at all times Authorised Persons for the Account;
 - (c) where the Customer or its Agent issues Instructions to the Bank through an ELN that relate to its Account, the Bank may rely on those Instructions as if given directly to the Bank by the Customer or the

Agent (without taking any further steps to verify the authority of those Instructions); and

- (d) the Bank will not be liable for any loss suffered or incurred by the Customer or its Agent if the Customer or its Agent fails to comply with this clause 33 or fails to comply with the Participation Rules or Operating Requirements.
- 33.3 The Bank may provide Customer information to an ELNO or the ARNECC in connection with the Customer's use of an ELN.

34. JOINT ACCOUNTS

- 34.1 ANZ may give any statement, notice or other document (including a statement of account, a notice about the Account or notice of a change to the terms and conditions of the Account) to the holders of a joint Account by giving the document to any one of the joint Account holders in any manner allowed under the Conditions (in which case the Bank will be deemed to have given the document to all joint Account holders).
- 34.2 If a joint Account holder dies, the Bank may in its discretion treat the balance of the Account as owned by any surviving Account holder(s).
- 34.3 Any joint Account holder can request the Bank to change the operation of the joint Account to require the authority of all joint Account holders to operate the Account. Upon such a request the Bank may, at its discretion, suspend the operation of the joint Account via any Channel.

35. HOW TO CLOSE AN ACCOUNT

Please contact your Bank manager or call 133 199 for information on how to close your Account.

36. APIs

- 36.1 For the purpose of the Agreement:
 - (a) an API means an Application Programming Interface;
 - (b) any communication from the Customer to the Bank or from the Bank to the Customer (including Instructions) via an API will be a communication via Host-to-Host; and
 - (c) any reference to Host-to-Host in the Agreement shall include an API.
- 36.2 In the circumstances where the Customer is permitted to send an Instruction via Host-to-Host without the need for a Credential, the Customer agrees that it will not send any such Instruction in relation to an Account or Service until it has been approved by the relevant Authorised Person appointed to use and operate that Account or Service.

37. BANK CHEQUES

Information about bank cheques is set out in "Cheques and Bank Cheque Information Australia" which forms part of the Customer's terms and conditions. Bank cheques can be purchased by a Customer in relation to an Account or Service. If a Customer has purchased a bank cheque from the Bank, and requests the Bank to cancel the bank cheque, this will be a representation from the Customer to the Bank that the cheque is lost or stolen and an Instruction for the purposes of the Agreement.

38. BUSINESS PURPOSES

The Customer acknowledges and agrees that any facility, loan, overdraft or extension of credit provided by the Bank in relation to any Services provided under the Agreement must be used by the Customer wholly or predominantly for business purposes unless the Bank is satisfied that the Customer is a wholesale client for the purposes of the Corporations Act 2001 (Cth).