

Esanda Term Deposit*

Terms and Conditions

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*Issued by Australia and New Zealand Banking Group Limited
ABN 11 005 357 5222



Contents

Section 1 Opening an Esanda Term Deposit	5
1.1 Eligibility	5
1.2 How to open an Esanda Term Deposit	5
1.3 Nominated account	5
1.4 Identification	6
1.5 Tax File Number	7
1.6 Government Charges	7
1.7 Joint accounts	8
1.8 Trust accounts	8
Section 2 Operating an Esanda Term Deposit	9
2.1 Authority for account operation	9
2.2 Deposits	9
2.3 Cheques	10
2.4 Withdrawing money from your Esanda Term Deposit	12
2.5 Payment procedures and insufficient funds	13
2.6 Changes to Fees and Charges, Interest Rates and these Terms and Conditions	13
2.7 Interest	14
2.8 Provision of Credit	15
2.9 Esanda Term Deposit statements and notices	15
2.10 Privacy and Confidentiality – Individuals	16
2.11 Authority to Disclose Confidential Information – Non Individuals	19
2.12 Inactive accounts	20
2.13 Disruption to service	20
2.14 Problem resolution procedure	20
2.15 Indemnity	22
2.16 Anti-Money Laundering	22

Section 3 Other things you need to know	23
3.1 Change of name and address by signatories	23
3.2 Our right to combine accounts and block access	23
3.3 Times when we may close your account	23
3.4 Personal advice on Savings and Transactions Products	23
3.5 Over-the-Phone Servicing	24
Section 4 Bank Fees and Charges	25
Section 5 Electronic Banking Conditions of Use	26
Postal Address	43
Consumer Enquiries	43

Introduction

References to ANZ

Esanda Term Deposits are issued by Australia and New Zealand Banking Group Limited ABN 11 005 357 522, 'ANZ'

In these Terms and Conditions references to 'Esanda', 'we', 'us' or 'our' are to ANZ.

Read your product terms and conditions

You should read all relevant terms and conditions, that are provided to you and ask us about any issues that concern you.

If you have any questions or require further information about Esanda Term Deposits, please call our Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday.

Application of these Terms and Conditions

If you are opening a new account these Terms and Conditions will apply immediately.

In addition to these Terms and Conditions, other terms and conditions, including those implied by law, apply. To the extent permitted by law, these Terms and Conditions shall prevail in the event of any inconsistency.

If the law implies terms and conditions which cannot be excluded, our liability under those implied terms and conditions will be limited to the maximum extent permitted by law.

Code of Banking Practice

If you are an individual or a small business (as defined in the Code of Banking Practice) we are bound by the Code of Banking Practice when we provide our products and services to you.

Section 1

Opening an Esanda Term Deposit

1.1 Eligibility

You may only open this account if you:

- are an individual of at least 16 years of age and are an Australian citizen or a foreign citizen living in Australia;
- are an Australian Company, Partnership, Trust or Business that is
 - > applying via an eligible intermediary
 - > accepting an invitation to apply as an existing Esanda Debenture customer.

An eligible intermediary is an eligible individual or organisation that facilitates the investing of funds in Esanda Term Deposits on behalf of the customer.

1.2 How to open an Esanda Term Deposit

You can open an Esanda Term Deposit by:

- calling our Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday, or
- completing the application material (available from www.anz.com) and mailing it to the postal address contained at the back of these Terms and Conditions.

1.3 Nominated account

To open and operate an Esanda Term Deposit, you are required to be the holder of a deposit account with an Australian financial institution ('Nominated account'), into which we will credit any interest that accrues on your Esanda Term Deposit (and to return to you the principal amount deposited by you in an Esanda Term Deposit when requested by you in accordance with these Terms and Conditions).

The Nominated account must be in the same name(s) as the Esanda Term Deposit and must remain the Nominated account for the life of the Esanda Term Deposit. We will not be liable for any errors or losses associated with changes to the Nominated account where we have not received notice prior to making the change.

The Nominated account may not be a credit card, passbook or any account that does not have a BSB and account number.

1.4 Identification

Federal Government legislation requires us to verify the identity of all account holders, signatories and agents.

Any account holders, signatories and agents must satisfactorily meet our Customer Identification Process.

Existing Esanda Debenture customers transferring to an Esanda Term Deposit may visit an ANZ branch to complete their identification.

New-to-ANZ customers who are not transferring from an Esanda Debenture are not able to attend an ANZ branch to complete their identification. They will be required to submit to us certified copies of acceptable identification documents in accordance with ANZ's Customer Identification Process.

Individuals

One of the documents must contain your photograph or signature. Some other documents that establish your name and identity may also be accepted. For example we will accept a certified copy of your birth certificate, passport or citizenship certificate along with any two of the following forms of identification:

- > Driver's Licence
- > Credit Card
- > Medicare Card
- > Electricity, Gas or Rates Notice.

If you do not have a birth certificate, passport, or citizenship certificate, four types of identification are required.

Companies

- > Australian Company Number
- > Certificate of Registration of Business Name (if applicable)
- > Tax File Number (optional)

- > Trust Deed (if applicable)
- > Certificate of Incorporation.

Partnerships

- > Partnership Agreement or Deed
- > Certificate of Registration of Business Name (if applicable)
- > Tax File Number (optional).

Super Funds, Family Trusts and Unit Trusts

- > Trust Deed
- > Tax File Number (optional).

Please call our Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday for advice. If you want to open an account and have completed the identification process with ANZ previously, you will need to advise the name of the branch where identification was presented and your account number.

1.5 Tax File Number

Federal law requires that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, we are required to deduct withholding tax from interest earned unless you are in an exempt category. If you are in an exempt category, you should notify us.

Withholding tax is calculated at the highest marginal tax rate plus Medicare Levy.

We will preserve the confidentiality of your TFN, which can be recorded for all your accounts, in accordance with the Privacy Act.

1.6 Government charges

Government charges or duties, which are levied for account activity, are debited from your account and included on your account statement. These charges may vary according to State or Territory.

For further information about any applicable Government charges, please call our Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday.

1.7 Joint accounts

Where your account is held jointly with one or more persons, the following shall apply:

- we can send notices, statements or other documents, including changes to these Terms and Conditions, by sending them to any one of the account holders at their address shown in our records;
- if we do this, you will be deemed to have received the notice, statement or other document the day after it is sent;
- if we give these Terms and Conditions to any one of the joint account holders, they will be considered to have been received by all account holders; and
- if an account holder dies, we will treat the balance of the account as owned by the surviving account holder(s).

1.8 Trust accounts

Trust accounts can be opened on request where one or more persons opens an account in which they are named as trustee for a minor.

Section 2

Operating an Esanda Term Deposit

Esanda Term Deposits cannot be operated through ANZ branches. To operate your Esanda Term Deposit, you are required to use the channels set out in these Terms and Conditions.

2.1 Authority for account operation

At the time of opening your Esanda Term Deposit, you authorise each person signing the application on your behalf to operate the account. Except where expressly provided, we can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings, matters and transactions in respect of the account.

Where more than one person is authorised to operate the Esanda Term Deposit, each authorised person will be able to operate the account individually. We will act on the instructions of a person authorised to operate the account, acting alone, which are made in accordance with these Terms and Conditions.

Esanda Term Deposits will not be opened on the basis that we are required to obtain the instructions of each person authorised to operate the account before acting on the instructions of an authorised person made in accordance with these Terms and Conditions.

You are responsible to us for all liability that is incurred as a result of operations on the account. If you hold your account jointly with one or more other persons then each of you is jointly and severally responsible to us for any liability. If you wish to alter the account authorisation instructions you must notify us in writing.

2.2 Deposits

There is a minimum opening and ongoing balance requirement of \$1,000 for an Esanda Term Deposit.

You may make deposits to your Esanda Term Deposit*:

- by the transfer of funds from an Esanda Debenture;

- by transferring funds electronically using ANZ Internet Banking or ANZ Phone Banking;
- by arranging an electronic transfer of funds from another financial institution;
- by making a BPAY[®], and
- by cheque. Cheques should be made payable to Australian and New Zealand Banking Group Limited and marked 'not negotiable'. Please call the Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday to confirm the process for depositing a cheque.

You may make additional deposits to your Esanda Term Deposit at maturity. Please call 1800 040 729 on the date of maturity to make arrangements.

* Deposits and any transactions in relation to your Esanda Term Deposit cannot be made at an ANZ branch. All of the ways to make a deposit set out above may not be available at the time of opening an Esanda Term Deposit. If you require further information, please call our Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday.

2.3 Cheques

You may make an opening deposit into your Esanda Term Deposit or make an additional deposit at maturity by cheque.

How long does it take for a cheque to clear?

You should allow five to seven working days for a cheque to clear, that you deposit into an Esanda Term Deposit.

What if the cheque is dishonoured?

We may charge you a service fee.

Retention of cheques

We will destroy the original cheque but keep a copy of the cheque for:

- 13 months if the cheque value is less than \$200;
- Seven years if the cheque value is \$200 or more.

Third Party Cheques

If you present a cheque which is payable to someone else or appears to belong to someone else, we may, at our discretion, refuse to accept that cheque for deposit, refuse to cash that cheque or may require you to comply with some conditions before we will accept that cheque for deposit or cash it.

Bank Cheques

Bank Cheques are cheques instructing payment from the bank itself rather than from a customer's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable. Bank Cheques are usually requested because of the higher likelihood that they will be paid. However Bank Cheques should not be regarded as equivalent to cash. Bank Cheques can be purchased from us by you and non-ANZ customers for a fee. A bank may dishonour a Bank Cheque if:

- the Bank Cheque is forged or counterfeit;
- the Bank Cheque has been fraudulently and materially altered;
- a fraud or other crime has been committed;
- the bank is told the Bank Cheque has been lost or stolen;
- there is a court order restraining the bank from paying a Bank Cheque;
- the bank has not received payment or value for the issue of the Bank Cheque, or
- a Bank Cheque is presented by a person who is not entitled to the cheque proceeds.

If a Bank Cheque is lost or stolen, we will, on certain conditions, provide a replacement cheque for a fee.

Crediting of deposits

Generally, any deposit to your account will be processed to your account on the same day, before the following times:

- 10pm Australian Eastern Standard Time Monday to Friday (excluding national public holidays) for funds transfers

made through ANZ Phone Banking or ANZ Internet Banking; and

- 6pm Australian Eastern Standard Time on Banking Business Days when using BPAY®.

Any transaction made after these cut-off times may be processed on the following Banking Business Day.

2.4 Withdrawing money from your Esanda Term Deposit

If you wish to withdraw all or part of your Esanda Term Deposit at or before its maturity date, please call the Customer Service Centre on 1800 040 729 to make the request. You will be asked a series of questions to verify your identity.

You cannot withdraw money from your Esanda Term Deposit at an ANZ branch.

The amount withdrawn will be credited to your Nominated account.

We will be entitled to reduce the interest rate payable on the Esanda Term Deposit when there is an early withdrawal.

No interest adjustment will be made where an Esanda Term Deposit is prepaid before maturity following the death of an account holder.

Where there is an early withdrawal, the following early redemption structure will apply. An administration fee of \$30 will be charged and the money you withdraw early will incur an interest rate reduction based on the percentage of the original term that has elapsed, as illustrated below.

% of Term Elapsed	Interest Rate Reduction
0 to less than 20%	90%
20% to less than 40%	80%
40% to less than 60%	60%
60% to less than 80%	40%
80% to less than 100%	20%

For example:

An Esanda Term Deposit of \$10,000 for one year at 5% per annum is closed after nine months:

1. Calculate the interest that has accrued on the Term Deposit. Divide the interest rate by 365 to obtain the daily interest rate: $0.05 (5.00\%) / 365 = 0.000136986 (0.0136986\%)$.

Multiply this by the principal amount to calculate the interest earned each day: $\$10,000 \times 0.000136986 (0.0136986\%) = \1.369 . Multiply this by the number of days that the deposit has been open: $\$1.369 \times 274 \text{ days} = \375.11

2. Calculate the interest reduction. Determine the percentage of the original term that has elapsed: $9/12 = 0.75 (75\%)$. As 75% of the original term has elapsed, an interest reduction of 40% of the interest earned is applied. Multiply the interest earned by 0.40 (40%) to calculate the reduction: $\$375.11 \times 0.40 (40\%) = \150.04 . Add the Prepayment Administration Fee of \$30.00 to calculate the total amounts to be deducted from the interest earned $\$150.04 + \$30.00 = \$180.04$.

3. Subtract the total deductions from the interest earned to calculate the interest that you receive: $\$375.11 - \$180.04 = \$195.07$. You receive \$195.07 in interest.

Interest Rate Reduction on Amount Withdrawn

The money you leave in an Esanda Term Deposit will continue to earn the interest rate originally agreed.

If the amount remaining after a partial withdrawal would be less than the minimum allowed for that type of Esanda Term Deposit, then the whole balance must be withdrawn.

2.5 Payment procedures and insufficient funds

We reserve the right to process transactions presented for payment in any order that we choose.

2.6 Changes to Fees and Charges, Interest Rates and these Terms and Conditions

The table below sets out how and when we will notify you of changes to your Esanda Term Deposit. You agree that we may

notify you of certain changes by advertisement in major daily or national newspapers.

We may make the following changes:

	Minimum number of days notice	Method of notice
Introduce a new fee	30 days	In writing
Increase an existing fee or charge	30 days	In writing, or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing
Change the interest rate	Day of change	In writing, or by press advertisement
Change any other term or condition, the name of interest rates, accounts or publications	Day of change	In writing, or by press advertisement

2.7 Interest

Esanda Term Deposits of \$1,000 or more can be invested for any term between one month and five years. Interest is paid at fixed intervals either monthly, quarterly, yearly or at maturity.

For terms less than 12 months, interest is paid at maturity. A monthly interest payment option is available on all terms less than 12 months. A quarterly interest payment option is also available on terms of six months.

For terms of 12 months or more, you have the option of monthly, quarterly, half yearly or yearly payments.

You must choose how often you wish to receive your interest at the time you open your Esanda Term Deposit, as this will affect the interest rate that we quote you.

Amounts of \$100,000 or more can be invested for terms of seven days to five years on specially negotiated terms.

Interest will be credited to your Nominated account where you request that interest be paid to you.

On the maturity of your Esanda Term Deposit, if for any reason we do not have any instructions from you as to what should happen to your funds, we will reinvest them in the same type of Esanda Term Deposit as you initially chose. Normally we will ask you at the time you make your Esanda Term Deposit for instructions about what to do with your funds on maturity.

Please be aware that the interest rate advertised on the day of maturity for the relevant amount and term will always be applied.

If you have made arrangements with us for funds from an existing Esanda Term Deposit to be reinvested on maturity in a new Esanda Term Deposit, you can contact us up to seven days after the maturity date to change either the term of the new deposit, or to change the amount that you wish to reinvest (provided you maintain the minimum balance requirement of \$1,000).

If your instructions to us are that at maturity, you wish to be paid the funds from the Esanda Term Deposit, the funds will be credited to your Nominated account.

2.8 Provision of Credit

We do not agree to provide any credit in respect of your Esanda Term Deposit.

2.9 Esanda Term Deposit statements and notices

We will issue statements, notices and letters of confirmation for your Esanda Term Deposit at investment, maturity and reinvestment as relevant. We will also issue to you an annual interest statement.

You must carefully review any documents issued by us so you are aware of the status of your Esanda Term Deposit. If you believe there are errors or unauthorised transactions shown on the documents, you must contact us as soon as possible.

2.10 Privacy and Confidentiality – Individuals

When you deal with us, we are likely to collect and use some information about you. We explain below when and how we may collect and use your information. References to 'our group' in this clause mean Esanda Finance Corporation Limited, ANZ, ING Australia Limited (INGA) and their related bodies corporate. INGA is a joint venture between ANZ and ING Group.

Our disclosure of non-personal information is subject to our general duty of confidentiality towards our customers.

This clause applies to you if you are:

- a personal customer of ours or a non-incorporated customer of ours (for example, a sole trader or firm) (each a 'Customer'), or
- a representative of a Customer (for example, a company director or officer or an authorised signatory) or some other kind of third party relevant to a Customer (for example, an employee or guarantor) (each a 'Third Party').

Collection of your personal information

If you are, or are considering, acquiring or have acquired a product or service from us, we may collect your personal information:

- to assist in providing information about a product or service;
- to consider your request for a product or service;
- to enable us to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service;

- to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime), and
- as required by relevant laws, regulations, Codes and external payment systems.

If you are a representative of a Customer or any other type of Third Party, we are collecting your personal information:

- to identify you;
- to consider the Customer's request for a product or service (including assessing their application);
- to enable us to provide the Customer with the relevant product or service.

Absence of relevant personal information

If you do not provide some or all of the information requested, we may be unable to:

- provide you with a product or service, or
- if you are a representative of a Customer or any other type of Third Party, to verify your authority to act on the Customer's behalf or to provide the Customer with the relevant product or service.

Providing your information to others

We may provide your information to:

- another member of our group;
- any outsourced service provider to our group (for example mailing houses or debt collection agencies);
- an alliance partner for the purpose of promoting or using its products or services (and any of its outsourced service providers);
- credit reporting agencies;

- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties our group is authorised or required by law to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- insurers and reinsurers;
- any person who introduces you to us;
- your referee(s);
- your employer;
- your representative (for example your lawyer, mortgage broker, attorney or executor).

Where you do not want our group or our alliance partners to tell you about their products or services, you may withdraw your consent by calling 1800 040 729.

Accessing your personal information held by us

Subject to the provisions of the Privacy Act, you may access your personal information at any time by asking to do so by calling 1800 040 729.

We may charge you a reasonable fee for access. If you can show that information about you is not accurate, complete and up to date, we must take reasonable steps to ensure it is accurate, complete and up to date.

Collecting your sensitive information

We will not collect sensitive information about you, such as health information, without your consent.

Where you supply us with information about someone else

If you give us information about someone else, please show them a copy of this clause so that they may understand the manner in which their information may be used or shared by our group.

2.11 Authority to Disclose Confidential Information – Non Individuals

This clause applies to you if you are an incorporated Customer of ours.

‘Confidential information’ means information acquired by us from and concerning you in the course the banker-customer relationship and does not include publicly available information.

By acquiring or continuing to hold the product or service from us, you agree that we and our group may exchange with each other any information about you for the purposes of:

- providing, managing or administering your product or service;
- performing administrative and operational tasks (including risk management, debt recovery, exposure aggregation, systems development and testing, credit scoring, staff training and market or customer satisfaction research);
- promotion of products or services, and
- complying with regulatory requirements and prudential standards; and you authorise us to disclose any confidential information collected by us in the course of your relationship with us to:
 - > any contractor or service provider we engage to provide services connected with your relationship with us;
 - > participants in the payments system (including financial institutions, merchants and payment organisations), and
 - > to our group to promote their products or services.

Any contractor, agent or service provider engaged by us is contractually required to only use the information for our purposes and to keep the information confidential.

2.12 Inactive accounts

If you have not operated your account for seven years and your account balance is greater than \$0 and less than \$500, we will be entitled to close your Esanda Term Deposit without further notice. If you do not operate your Esanda Term Deposit for seven years and your account balance is \$500 or more, we are required by law to send your money to the Government as unclaimed money.

2.13 Disruption to service

Please allow sufficient time when planning transactions. You should bear in mind that occasionally a banking service may be disrupted. A 'disruption' is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. We will correct any incorrect or unapplied entry which is made or not made to your account as a result of a disruption and will adjust any fees or charges which have been applied or have not been applied as a result of that incorrect entry. To the maximum extent permitted by law, we will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption.

This disclaimer of liability does not apply to electronic banking transactions (see Section 5 about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these Terms and Conditions which limits our liability.

2.14 Problem resolution procedure

Making a complaint

If we make a mistake, or our service doesn't meet your expectations, we want to know.

For fast resolution of your complaint, call us on 1800 805 154 (hearing or speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255), or:

- Send a letter to ANZ Customer Response Centre via:
 - > Mail: Locked Bag 4050
South Melbourne VIC 3205
 - > Email: YourFeedback@anz.com
 - > Fax: +61 3 9683 9267

Most often we will be able to solve the problem on the spot.

If we are unable to resolve your complaint promptly, our specialist complaints team, ANZ Customer Response Centre, will work with you to fix the matter quickly. Our aim is to resolve a complaint within five business days.

If this is not possible, we will keep you informed on the progress of your matter and how long we expect it will take to resolve your complaint.

Customer Advocate

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by our Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

Contact details:

ANZ Customer Advocate
100 Queen Street
Melbourne VIC 3000
Tel: +61 3 9273 6523
Email: customeradvocate@anz.com

Financial Services Dispute Resolution Schemes

If you are not satisfied with the steps taken by us to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative dispute resolution scheme:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001
Telephone: 1300 780 808
Fax: +61 3 9613 6399
Internet: www.fos.org.au

2.15 Indemnity

Each account holder and signatory, discharges and indemnifies us from and against all actions, proceedings, accounts, claims, demands, losses and damages arising from or in any way relating to us in good faith:

- acting on instructions received by mail or electronic means (whether by telephone or internet) which are, or are purported to be, given or signed by the account holder, the adviser, an authorised representative or an authorised third party signatory or, in the case of joint account holders, by any of them, and
- releasing information about the account holder or the account to the adviser, any authorised representative or third party signatory appointed by the account holder.

2.16 Anti-Money Laundering

You agree we may delay, block or refuse to process any transaction without incurring any liability if we suspect that:

- (a) the transaction may breach any law in Australia or any other country;
- (b) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to us which we reasonably require in order to manage money-laundering or terrorism-financing risk or to comply with any laws in Australia or any other country and you agree that we may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law, in Australia or elsewhere.

Unless you have disclosed that it is you who are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the payment of monies by us in accordance with your instructions will not breach any laws in Australia or any other country.

Section 3

Other things you need to know

3.1 Change of name and address by signatories

You should notify us promptly of any changes to your account details, including your name, bank account or address. We will not be responsible for any errors or losses associated with account changes where we have not received prior notice.

3.2 Our right to combine accounts and block access

We reserve the right to block access to your account. We can combine the balances of two or more of your accounts, even if the accounts are at different branches or in joint names. This may happen when one of your accounts is overdrawn or is in debit and another is in credit. The credit balance in one account can be used to repay to us the debit balance in another account. We will promptly inform you if we have combined any of your accounts. We need not notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

3.3 Times when we may close your account

We may exercise our discretion to close an account due to unsatisfactory conduct or for any other reason we consider appropriate. In this event, we will notify you in writing at the address shown on our records and will forward a bank cheque for the net credit balance of the account.

3.4 Personal advice on Savings and Transactions Products

The advisor who provided you with this advice is a salaried representative of ours. In addition to the salary received, the advisor may also be eligible to receive a reward based on sales performance. This reward will not exceed \$6,000 per month per advisor.

Each month, the advisor may also be eligible to receive non-monetary benefits such as movie tickets, gift vouchers and recognition dinners for meeting or exceeding promotion targets. The value of non-monetary benefits received by the advisors will not exceed \$2,000 per promotion per month.

3.5 Over-the-Phone Servicing

We will, at our discretion, monitor and/or record enquires made over the telephone. This is done for quality, verification, security and training purposes.

Section 4

Bank Fees and Charges

Early withdrawal from an Esanda Term Deposit –
administration fee \$30

Monthly account service fee \$0

For specific account-related fees and charges and other general fees and charges, please refer to the ANZ Personal Banking Account Fees and Charges booklet and the ANZ Personal Banking General Fees and Charges booklet, available on-line at www.anz.com or by calling our Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday.

Section 5

Electronic Banking Conditions of Use

We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

This section applies to all electronic transactions that can be conducted in relation to the Esanda Term Deposit, except those where your signature may also be required.

Unless the account services are provided or referred to you by us, we do 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).

All of the electronic transaction types set out in the Electronic Banking Conditions of Use may not be applicable or available at the time of opening an Esanda Term Deposit. If you require further information, please call our Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday.

Definitions

'Activation Code' means the seven-digit temporary activation number issued to activate M-Banking or TXT Banking Service.

'Business Day' means any day from Monday to Friday on which we are open for business in at least one of our branch locations in Australia.

'Banking Business Day' refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

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

'Mobile Phone Banking' means M-Banking and TXT Banking.

'PIN' means Personal Identification Number.

'Pay Anyone Processing Day' means any day from Monday to Friday that is not a public holiday in both Melbourne and Sydney.

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

‘Telecode’ means the four to seven-digit number issued to access ANZ Phone Banking and your Mobile Phone Banking Activation Code.

Transaction limits

We 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).

We 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 our Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday.

How you can use ANZ Internet Banking

You can use ANZ Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions.

You can also use ANZ Internet Banking to purchase and order a range of financial services and products. Details can be found at www.anz.com

Fees and Charges for Mobile Phone Banking

We reserve the right to charge an account nominated by you with fees and charges for the provision of Mobile Phone Banking. The fees and charges applicable to Mobile Phone Banking are those shown at www.anz.com and may vary from time to time.

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

Access to and use of Pay Anyone and International Services

(a) Obtaining Pay Anyone

When applying for Pay Anyone for Internet Banking, you must request a Pay Anyone daily limit which is subject to approval by us. The options for the daily limits are set out at www.anz.com when you apply. Restrictions apply depending

on whether you are using Pay Anyone for personal or business purposes. When applying for Pay Anyone for Mobile Phone Banking your daily limit will be as advised to you by us and may not be changed by you.

If you require your password for Pay Anyone for Internet Banking to be reset or reissued we may reduce your current daily Pay Anyone limit for Internet Banking. You will need to re-apply if you wish to reinstate that limit.

Please allow sufficient time for the change to be made before you attempt to use the higher daily transfer limit.

You can apply to increase or decrease your daily transfer limit for Internet Banking through ANZ Internet Banking.

(b) Obtaining International Services

You can apply for International Services after you have been granted Pay Anyone access. International Services are not available through Mobile Phone Banking.

The total of all Pay Anyone and International Services transfers (converted into Australian Dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

Access levels for ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking

Access levels:

- **'All transactions'** – access every function within ANZ Phone Banking and ANZ Internet Banking for the account;
- **'Transaction History Details only and BPAY®'** – includes BPAY®, account balance information, transaction history details, ordering a cheque/deposit book but excludes transfers between accounts, increasing a credit card limit, redrawing on a home loan, direct loan payments, BPAY View,[™] ANZ Online Investing and ANZ Online Reporting;
- **'Deposit and Transaction History Details only'** – includes transfers between accounts, transactions history details, account balance information and ordering a cheque/deposit book but excludes withdrawals from accounts, increasing credit card limit, redrawing on a home loan, direct loan

payments, BPAYView,[™] ANZ Online Reporting, ANZ Online Investing and BPAY[®];

- **‘Deposit only’** – includes transfers between accounts but excludes withdrawals from accounts, BPAY[®], increasing credit card limit, redrawing on a home loan, direct loan payments, BPAYView,[™] ANZ Online Reporting, ANZ Online Investing, account balance information, transaction history details and ordering a cheque/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 credit card limit, redrawing on a home loan, direct loan payments, BPAYView,[™] ANZ Online Reporting, ANZ Online Investing and BPAY[®].

Account holders aged 12 to 15 years, adults who have a joint account with account holders aged 12 to 15 years, and account signatories (no agents can be appointed) to accounts held by customers aged 12 to 15 years may only have restricted access levels for ANZ Phone Banking and ANZ Internet Banking. Only the account holder or account signatories can select an access 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 access level to the account holder. The account holder is responsible for the operation of the account by the authorised user within that user’s level of access.

The account holder or account signatories may cancel or change any access level by sending a written request or Securemail to us, or calling us on the relevant number listed at the back of this booklet. We may require written confirmation. We may take several days to process this change.

Authorised users, regardless of their level of access, cannot access ANZ Pay Anyone, ANZ Online Investing, ANZ International Services, increase a credit card limit, redraw on a home loan, 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 and select and change their own password and ANZ Mobile Phone Banking to change their own password.

If you are an ANZ credit card account holder and nominate access to this account via ANZ Internet Banking, each additional cardholder will be an authorised user.

Processing instructions – general

The account holder authorises us to act on the instructions you enter 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.

We may delay acting on, or may ask you for further information before acting on, an instruction. Where we have instructions for more than one payment from your account(s), we will determine the order of priority in which payments are made. 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 us and to the merchant (if applicable) as soon as possible. You can make your report to us by calling us on 1800 040 729, 8am to 8pm (AEST) Monday to Friday. 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 we receive, 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. We are not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, we are not responsible for the goods and services supplied by a merchant. We may notify you of electronic transactions (instructions for which are received through Mobile Phone Banking) we are unable to process. 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 Mobile Phone Banking.

An immediate transfer, Pay Anyone or BPAY® cannot be revoked or stopped once we receive your instruction. Future dated transfer Pay Anyone or BPAY® instructions can only be revoked or changed if instructions to delete the transaction are given to us through ANZ Internet Banking before midnight Sydney time on a Business Day (or, for Pay Anyone, the Pay Anyone Processing Day) before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

Processing instructions – ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking

Any ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking transactions (other than a BPAY®) will generally be processed to your account on the same day we receive your instructions, if given before 10pm Australian Eastern Standard Time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following Business Day. Account information accessed using ANZ Phone Banking, ANZ Internet Banking and ANZ Mobile Phone Banking will generally reflect the position of the account at that time, except for transactions not yet processed by us (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by us that day.

Processing instructions – Pay Anyone and International Services

We will generally process Pay Anyone instructions:

- for immediate Pay Anyone transfers, on the day the instruction is given, if we receive the instruction before 6pm Australian Eastern Standard Time on a Pay Anyone Processing Day;
- for immediate international transfers, on the day the instruction is given, if we receive the instruction before 6pm Australian Eastern Standard Time on a Pay Anyone Processing Day;

- for future dated transfers, on the relevant future day you select if it is a Pay Anyone Processing Day (or if it is not, on the Pay Anyone Processing Day after that day).

Instructions you give will be delivered to the payee's financial institution on the day that we process them except where:

- we are not obliged to process your instructions;
- there is a technical failure, or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made, or
- the instructions are for a transfer by way of an international draft or telegraphic draft.

Where your instruction is for a transfer by way of us issuing an international draft:

- we will send the draft by post to the delivery address notified by you;
- you acknowledge that it is your responsibility to forward the draft to the intended recipient.

We cannot control (and are not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

Once we process your transfer instruction, we are reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the 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.

If the transfer is made from a credit card, it will be treated as a cash advance and interest and fees may apply.

Processing instructions – BPAY®

We are a member of the BPAY® Scheme. This is an electronic payments scheme through which we can be asked to make

payments on your behalf to billers. We will tell you if we cease to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, we may also be a biller.

You must comply with the terms and conditions for the account which you ask us to debit a BPAY® (to the extent that those terms are not inconsistent with or expressly overridden by these Conditions of Use).

To make a BPAY® the following information must be given to us:

- your CRN and password 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, and
- the account from which you want the payment to be made.

Once this information is provided, we will treat your instructions as valid and will debit the relevant account. We will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Conditions of Use or if the information given is incomplete and/or inaccurate.

Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see www.anz.com

Subject to the 'Processing Instructions' conditions set out above:

- any BPAY® made by you will be processed on the day you tell us to make that BPAY®, if we receive your instructions before 6pm Sydney time on a Banking Business Day (our cut-off time);
- BPAY® instructions received after 6pm Sydney time on a Banking Business Day, or on a day that is not a Banking Business Day, will be processed on the next Banking Business Day. A delay may occur in processing a BPAY® where:

- > there is a public or bank holiday on the day after you tell us to make a BPAY®;
- > you tell us to make a BPAY® after our cut-off time, or
- > another participant in the BPAY® Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme. While it is expected that any such delay will not continue for more than one Banking Business Day, it may continue for a longer period. We will attempt to ensure a BPAY® is processed promptly by billers and other participants in the BPAY® Scheme.

You should check your account records carefully and tell us as soon as possible if you become aware of:

- a BPAY® which has been made from your linked account which was not authorised;
- the possibility that you have been fraudulently induced to make a BPAY®, or
- any delay or mistake in processing of your BPAY®.

If we are advised by a biller that it cannot process your BPAY®, we will:

- advise you of this;
- credit your account with the amount of that BPAY®, and
- tell you how we can assist you, if possible, in making the payment as soon as possible.

A linked ANZ credit card account can only be used to make a BPAY® 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.

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® will not apply to any use by you of biller codes in this way.

Short Message Service (SMS)

By registering for Mobile Phone Banking, you agree that we may send SMS to your nominated mobile phone. We are not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS.

Card Validity

Your card remains our property at all times. 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 any embedded microchip on the card) diagonally in half.

Lost or stolen cards, Password, PIN or Telecode

If you report that a card has been lost or stolen the card will be cancelled as soon as the report is made. You must not use the card 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.

You must make a report to us (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately if you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed or used without your authority, or lost. You must not then continue to use your password, username, PIN, CRN or Telecode. We will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN.

The best way to make the report is to call us on the telephone numbers listed at the back of this booklet.

Cancellation of cards or electronic access

We may cancel any card, CRN or electronic access:

- without prior notice if:
 - > we believe that use of the card or electronic access may cause loss to the account holder or to us;

- > the account is an inactive account;
 - > all the accounts which the card may access have been closed;
 - > the account has been overdrawn, or you have exceeded your agreed credit limit, or
- on giving you not less than three months written notice.

We may also at any time suspend your right to participate in our BPAY® Scheme.

The account holder may cancel a card at any time by sending us a written request or by calling our Customer Service Centre on 1800 040 729, 8am to 8pm (AEST) Monday to Friday. We may require written confirmation. The card must be cut diagonally in half (including any embedded microchip on the card) and returned to us.

You can request us to de-register you from ANZ Internet Banking at any time by Securemail or by calling the relevant number listed at the back of this booklet.

Withdrawal of electronic access

We may withdraw your electronic access to accounts (including by BPAY®) 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 or will become overdrawn, or is otherwise considered out of order by us;
- we believe your access to accounts through electronic equipment may cause loss to the account holder or to us;
- we believe that the quality or security of your electronic access process or our systems may have been compromised;
- all the accounts which you may access using ANZ Phone Banking or ANZ Internet Banking have been closed or are inactive or the account you have nominated for Mobile Phone Banking fees and charges to be charged to is closed, or

- we suspect you of being fraudulent or engaging in inappropriate behaviour which is prohibited by law.

We 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.

Password, PIN and Telecode Security

You must keep your password, PIN and Telecode secure. Failure to do so may increase your liability for any loss.

Warning: *You must not use your birth date or an alphabetical code which is a recognisable part of your 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 you do, you may be liable for any loss suffered from an unauthorised transaction.*

You must not:

- disclose your password, PIN or Telecode to any other person;
- allow any other person to see you entering, or overhear you providing your password, PIN or Telecode;
- record your password, PIN or Telecode on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN or Telecode is reasonably disguised).

Warning: *You 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 you should obtain access to ANZ Phone Banking through an ANZ customer service operator.*

To assist you, we publish security guidelines. A copy of the current guidelines is available at www.anz.com.

Unauthorised transactions

(a) When we are liable

We will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;
- arise from transactions that require the use of any card, password, PIN or Telecode that occur before you have received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- result from the same electronic transaction being incorrectly debited a second or subsequent times to the same account;
- result from an unauthorised transaction that occurs after you have notified us that any card has been misused, lost or stolen or that the security of your password, PIN or Telecode has been breached, or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

(b) When the account holder is liable

If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- through your fraud;
- subject to the terms of any particular service offered by us, by voluntarily disclosing a password, PIN or Telecode to anyone, including a family member or friend;
- by keeping a record of the password, PIN or Telecode (without making any reasonable attempt to disguise it):

(i) on the card or with the CRN;

(ii) on any article carried with the card or the CRN, or

(iii) which may be lost or stolen at the same time as the card or CRN;

- by using your birth date or an alphabetic code which is a recognisable part of your name as a password, PIN or Telecode, or

- by otherwise acting with extreme carelessness in failing to protect the security of your password, PIN or Telecode, or
- by failing to secure your mobile phone or leaving your mobile phone logged into Mobile Phone Banking, the account holder is liable for the actual losses which occur before we are notified of the loss or disclosure of your password, PIN or Telecode.

Where you must use more than one of your passwords, PINs or Telecodes to perform an ANZ Internet Banking transaction, and you voluntarily disclose, or keep a record of, one or more of them (but not all of them) the account holder will only be liable under this clause if the disclosure or record was the dominant contributing cause of the losses.

If, after you become aware of the loss, theft or breach of the security of your password, PIN, Telecode or card, you unreasonably delay notifying us, the account holder will be liable for losses incurred between:

- the time you first became aware of any of the events described above, or in the case of loss or theft of a card, should reasonably have become aware of the loss or theft, and
- the time we are actually notified of the relevant event.

However, you are not liable for any loss:

- which, over a set period of time, is greater than the transaction limit for that period;
- caused by overdrawing your account or exceeding any agreed credit limit;
- where we have agreed the account could not be accessed electronically, or
- as a result of conduct that we expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing a password, PIN or Telecode in a way that is required or recommended by us for the purposes of you using an account access service expressly or impliedly promoted, endorsed or authorised by us.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a password, PIN or Telecode was required to perform the unauthorised transaction, the account holder is liable for the least of:

- \$150 (unless the account is used for business purposes), or
- the actual loss at the time we are notified of the loss, theft or unauthorised use of the card or that the security of the password, PIN or Telecode has been breached (but not any loss incurred on any one day if the amount is greater than the daily transaction limit or other periodic transaction limit (if any)), or
- the balance of the account, including any pre-arranged credit from which value was transferred in the unauthorised transaction.

Equipment malfunction

We are responsible to the account holder for any loss caused by the failure of 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 equipment, including your mobile phone with respect to Mobile Phone Banking was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

You are solely responsible for your own personal computer anti-virus and PC and mobile phone security measures, and those of any authorised user, to help prevent unauthorised access via ANZ Internet Banking or ANZ Mobile Phone Banking to your transactions and linked accounts.

Liability under the BPAY® Scheme

(a) General

You should note that:

- If you advise us that a BPAY® made from a linked account is unauthorised, you should first give us your written consent

to obtain from the biller information about your account with that biller or the BPAY® payment, (including your CRN) as we reasonably require to investigate the BPAY®. This should be addressed to the biller who received the BPAY®. If you do not do this, the biller may not be permitted by law to disclose to us the information we need to investigate or rectify that BPAY® payment;

- If you discover that the amount you instructed us to pay was less than the amount you needed to pay, you can make another BPAY® for the shortfall. If you cannot make another BPAY® for the shortfall because the shortfall amount is less than the minimum amount the biller will accept, you can ask us to arrange for a reversal of the initial payment. You can make a second payment for the correct amount. If you discover that the amount you instructed us to pay was more than the amount you needed to pay, you can ask us 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.

(b) Our liability

Where you use your account for personal purposes, our liability under the BPAY® Scheme is as set out under 'Unauthorised transactions'.

Where you use your account for business purposes, we will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

BPAY® payments

Except where a BPAY® payment is an Unauthorised Payment, a Fraudulent 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.

Unauthorised payments

If a BPAY® is made in accordance with a payment direction, which appeared to us to be from you or on your behalf, but which you did not in fact authorise, we will credit your account

with the amount of that unauthorised payment. However, you must pay us the amount of that payment if:

- (i) we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, and
- (ii) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures.

Fraudulent payments

If a BPAY® is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-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 fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

Mistaken payments

If you discover that a BPAY® 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, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay that amount to us.

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.

(c) Consequential loss

We are 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 our 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.

(d) Indemnity

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (i) did not observe your obligations under, or
- (ii) acted negligently or fraudulently in connection with, these Conditions of Use.

Changes to the Electronic Banking Conditions of Use

We can change the Electronic Banking Conditions of Use at any time. We will give you 20 days prior written notice of any changes which:

- impose or increase charges relating solely to the use of electronic equipment;
- increase your liability for losses relating to electronic transactions, or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.

Postal Address

Esanda Term Deposit
Reply Paid 65398
Collins St West 8007

Consumer Enquiries

General enquiries
1800 040 729
+ 61 3 9683 9999 (International customers)
Hearing and Speech impaired customers can utilise the TTY (telephone typewriter) service by calling 1300 366 255

