

Change your transact@macquarie Pay Anyone details

Macquarie Investment Services Limited ABN 73 071 745 401



PLEASE USE A BLACK PEN

Pay Anyone allows you to transfer funds to any bank account by entering the account number and BSB.
Use this form to change your access to Pay Anyone on transact@macquarie or confirmation email address details.
Note Pay Anyone access nomination will apply across all your accounts held against the Macquarie Access Code.

1 **Macquarie Access Code** **What is your Macquarie Access Code?**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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2 **Change your Pay Anyone access** **Do you wish to change your Pay Anyone access?**

I would like access to Pay Anyone.

OR I would like to remove access to Pay Anyone.

3 **Nominate a new Pay Anyone confirmation email address** **Do you wish to nominate a new Pay Anyone confirmation email address?**

New Pay Anyone confirmation email address

Note - This will replace any existing Pay Anyone email address recorded

Is this a change to an existing Pay Anyone email address?

 Yes

4 **Cancel Pay Anyone confirmations** **Do you wish to cancel Pay Anyone confirmation emails being sent to you?**

 Yes

5 **Declaration** I confirm that I have read, understood and agree to be bound by the terms and conditions on the reverse of this form.

Name	Date
	/ /

Signature

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Macquarie Investment Services Limited
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Advisers 0800 481 111
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Responsible Entity
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Registered Office
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Office use only

Sig Ver	Input Log	Access Code	Work Item Number
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6 Terms and Conditions

1. Definitions

In these terms and conditions:

- 1.1 Business Day means any day on which banks in Sydney are able to settle through the Reserve Bank of Australia.
- 1.2 Code or codes means the Macquarie Access Code, user identifications, passwords, Personal Identification Numbers (PINs) and any other security codes or devices necessary to access our online services.
- 1.3 The Responsible Entity refers to Macquarie Investment Services Limited ABN 73 071 745 401.
- 1.4 Macquarie Bank Group refers to Macquarie Bank entities.
- 1.5 Online Services means a facility by which users are able to access software containing client data and to transact from a remote location, including the internet. This facility includes associated data, information and software owned by or licensed to the Macquarie Bank group.
- 1.6 Payment means a payment of any type including by funds transfer, Pay Anyone or by any other method.
- 1.7 Recipient means any person or entity who receives a payment by any payment method, including people receiving money from you by funds transfer or Pay Anyone.
- 1.8 We, us or our refers to Macquarie Bank Ltd, The Responsible Entity, and each other member of the Macquarie Bank Group, their employees and agents. Where these terms and conditions confer rights and benefits on persons other than The Responsible Entity within the meaning of we, us or our, The Responsible Entity holds those rights and benefits upon trust for those persons and may enforce them on their behalf.
- 1.9 Withdrawal means any units redeemed from your unitholding.
- 1.10 You means you the client and/or any person carrying out any transaction on your behalf. For example, a person you have given third party access to.

2. Online Services

We provide a secure internet service which enable you to access information about your account and make payments to other accounts. Throughout these terms this service is referred to as Online Services.

2.1 General terms for Online Services

- a. You accept these conditions of use each time Online Services is used in conjunction with your codes.
- b. You agree:
 - i. to use Online Services only if permitted by us for legitimate purposes;
 - ii. not to interfere with or damage (or attempt to interfere or damage) any code, data or software associated with Online Services;
 - iii anything associated with or available through Online Services belongs to us or other third persons and is protected by intellectual property rights and agree not to access, download or otherwise use such things other than as expressly permitted by these conditions of use. You accept full responsibility and you indemnify us for any expense, loss or liability incurred as a result of any unauthorised use by you of such things;
 - iv. to keep confidential and secure any information or data obtained at any time by using Online Services; and
 - v. to keep each code secure.
- c. We will be entitled to assume that any user has your authority each time Online Services is used in conjunction with your codes, except for any use occurring after you have given us notice to the contrary.
- d. We will use reasonable efforts to provide (but do not guarantee that we will provide) reliable data and information, to the extent that it is within our control. We take no responsibility for the reliability of data and information outside our control.
- e. Subject to conditions and warranties implied by legislation, and the Consumer Guarantees Act 1993, we exclude:
 - i. liability for any delay, interruption or unavailability of Online Services and for any inaccuracy or incompleteness of data provided by any person and available via Online Services; and
 - ii. all terms implied by statute, general law or custom except ones that may not be excluded. If we breach any condition or warranty implied by legislation in a contract with a consumer, liability for that breach is limited to a resupply of the goods or services in respect of which the breach occurred.
- f. We:
 - i. will use all reasonable efforts to provide (but do not guarantee we will provide) access to Online Services at all reasonable times;
 - ii. reserve the right to suspend or terminate use of Online Services at any time and for any reason.
- g. You may:
 - i. end use of this service at any time by giving us written notice.
 - ii. request us to cancel the authority of an authorised user to access your account(s) using the service at any time. We may require written confirmation of this request.

2.2 Payments through Online Services

- a. We will confirm the receipt of instructions to transact (although not the transaction itself) on receipt of instructions.
- b. You should check your account records carefully and promptly report to us as soon as you become aware of any payments that you think are errors or are payments that you did not authorise or you think were made by someone else without your permission (see clause 3 for liability for unauthorised payments).
- c. You must also notify us promptly if:
 - i. you become aware that you have made a mistake;
 - ii. you become aware of any delays or mistakes in processing your transactions.
- d. You must be careful to ensure that you tell us the correct amount you wish to pay to the correct recipient. If you instruct us to make a payment and you later discover that:
 - i. the amount you told us to pay was greater than the amount you needed to pay, you must contact the recipient to obtain a refund of the excess;
 - ii. the amount you told us to pay was less than the amount you needed to pay, you can make another payment for the difference between the amount actually paid to the recipient and the amount you needed to pay.
- e. We will be entitled to abide by any transaction undertaken via Online Services in

- conjunction with your codes whether or not the user is authorised, subject only to sufficiency of funds and other terms agreed between you and us
 - f. You cannot stop an immediate payment once you have instructed us to make that payment. You can stop or make changes to a future transfer provided that you give us no less than one Business Days notice.
 - g. We will not be obliged to effect a payment if:
 - i. it is not made in accordance with these conditions of use;
 - ii. the information given to us is incomplete and /or inaccurate;
 - iii. we are restricted or prohibited by law, regulation, industry code, or the requirement of a government or similar authority from permitting the payment to occur.
 - iv. we are not obliged to process your instructions under these conditions;
 - v. the instructions are not accepted by our system;
 - vi. there is a technical failure outside our system which causes a delay in the transmission or acceptance of the instructions; or
 - vii. the financial institution to which the payment is made causes a delay or error in accepting it.
 - h. A delay may occur in the processing of a payment. We will use reasonable endeavours to correct such delay. While it is expected that any delay in processing under this agreement for any reason set out in 2.2g will not continue for more than one Business Day, any such delay may continue for a longer period.
 - i. A delay might occur in the processing of a payment where:
 - i. there is a public or bank holiday on the day after you tell us to make a payment;
 - ii. you tell us to make a payment either on a day which is not a Business Day or after the payment cutoff time on a Business Day.
 - j. There could be technical or other reasons why a future dated payment will not be made in accordance with your request. In the event that this happens, except where this is caused by a failure of our system or equipment we will not be liable for any loss or damage suffered as a result.
 - k. We are not liable for any consequential loss or damage you suffer as a result of using Online Services to make payments, other than due to any loss or damage you suffer due to our negligence, a malfunction of our system or equipment 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. Where you suffer loss or damage as a result of malfunction of our system or equipment, and you should have been aware of the malfunction, our liability is limited to correcting errors in the account and refunding any resulting fees and charges.
 - l. We will not process any payments scheduled to be made while your right to participate in Online Services is suspended.
- #### 2.3 Pay Anyone
- a. You must be careful to ensure that you tell us the correct amount and name of the person / entity you wish to pay. We are not required to and do not carry out checks to determine if details you give us are correct. For example, we do not check that the Branch and account numbers you provide correspond with the financial institution and account name of the payee. Accordingly, any error you make in entering details may result in a payment being made to an incorrect payee or the payment not being made at all.
 - b. We will treat your instructions to make a payment as valid if you have provided us with the following information:
 - i. the account from which the payment is to be made;
 - ii. the Branch and account number to which the payment is to be made; and
 - iii. you have authorised the instruction with your codes in accordance with your account's authorisation instructions ie. Both to sign, etc.
 - c. If you provide us with an email address for notification of Pay Anyone transactions, it is your responsibility to ensure that email address is kept up to date by telling us in writing if you change it.
- ### 3. Liability for unauthorised transactions
- An unauthorised transaction is a transaction which is not authorised by you or is executed without your knowledge or consent. If you find an unauthorised transaction, you suspect that any person has gained access to your codes or is using your codes without your authorisation or your codes are lost or stolen contact us immediately.
- 3.1 You will not be liable for any unauthorised transaction where:
 - a. there was fraudulent or negligent conduct by our employees or agents, or companies involved in the networking arrangements or merchants who are linked to the system;
 - b. a forged, faulty, expired or cancelled code was used;
 - c. the transaction took place before you received the code;
 - d. the transaction has been incorrectly debited more than once to the same account;
 - e. the transaction took place after you told us that there had been a security breach on your code;
 - f. we expressly authorised the conduct that contributed to the unauthorised transaction; or
 - g. where it is clear you have not contributed to the loss resulting from the unauthorised transaction.
 - 3.2 If a payment is made to a person or for an amount which is not in accordance with the instructions you have given us and your account was debited for that amount, then we will credit that amount to your account.
 - 3.3 If you are unable to report the loss, theft or unauthorised use of a code due to our notification facilities being unavailable, you are not liable for any losses occurring during that period provided that notification is made to us within a reasonable time of the facility becoming available.
 - 3.4 You will be liable for losses resulting from unauthorised transactions where we can prove that you contributed to the loss by:
 - a. acting fraudulently;
 - b. not keeping your code secure or secret; or
 - c. unreasonably delaying notifying us after becoming aware of the misuse, loss, theft or breach of security of your code. You may then be responsible for any losses which occur between when you become aware and when you notified us.