



# National Seniors Australia

## Term Deposit and Money Manager

### Terms & Conditions

National Seniors Australia Ltd ABN 89 050 523 003  
AR 282736 arranges this deposit as an authorised  
representative of Auswide Bank Ltd ABN 40 087 652 060  
Australian Financial Services Licence 239686.

Effective from 1<sup>st</sup> January 2025  
AB820/0125

**National Seniors**  
AUSTRALIA

# National Seniors Australia Terms and Conditions

Auswide Bank's Terms and Conditions for National Seniors Term Deposits and National Seniors Money Manager contain important information for customers considering opening these accounts.

Auswide Bank's Terms and Conditions ('Terms and Conditions') consist of:

+	<b>Financial Services Guide</b>	<b>Pg 1</b>
+	<b>National Seniors Term Deposit Terms &amp; Conditions</b>	<b>Pg 2</b>
+	<b>National Seniors Money Manager Terms &amp; Conditions</b>	<b>Pg 5</b>
+	<b>Auswide Bank's Guide to Banking Services</b>	<b>Pg 7</b>

You should read these documents together before making a decision to open this account with us, acquire any banking services, or make any transactions. You should retain these documents in case you need to refer to them at a later date.

Auswide Bank's Terms and Conditions have been designed to help you:

- decide if this account and our banking services meet your needs; and
- compare all the features, terms, conditions, fees and charges of our accounts and banking services with those of others.

Please note that Auswide Bank's Terms and Conditions do not take into account your particular personal objectives, financial situation or needs.

You should also read our Privacy Policy, which is available on our website.

## Updating our Terms and Conditions

Where required by law, or where we subscribe to a particular code, we will notify you in advance of any changes to our Terms and Conditions in accordance with the requirements of that law or code.

You can also find out more about our current Terms and Conditions by:

- talking to one of our consultants at any branch or by phone on **1300 138 831**; or
- visiting our website at **[www.auswidebank.com.au](http://www.auswidebank.com.au)**

# Financial Services Guide

This guide aims to help you make an informed decision about the financial services and products that National Seniors Australia can provide to you as a retail client in association with Auswide Bank.

This guide contains important information about:

- the financial services we offer you;
- who we act for in providing these services
- how we and other relevant persons are paid; and
- how complaints are dealt with.

Where required, you will be given a Product Disclosure Statement (PDS) before or at the time you acquire any product as a retail client. The PDS contains information on the significant benefits and characteristics of the product and of the rights, terms and conditions attached to the product to assist you in making an informed decision about whether to purchase it or not.

Please keep this FSG along with your PDS in a safe place for future reference.

Issue No. 1.0

AR FSG Version No: 1.0

Date of preparation: 15/08/2019

Who we are and what services do we offer?

Name: National Seniors Australia Ltd  
ABN: 89 050 523 003  
Trading Name(s): National Seniors Australia  
AR Number: 282736  
Address: Level 18, 215 Adelaide Street  
Brisbane QLD 4000  
Phone: 07 3233 9191  
Fax: 07 3229 0356  
Email: [general@nationalseniors.com.au](mailto:general@nationalseniors.com.au)

We are an Authorised Representative of Auswide Bank Ltd ABN 40 087 652 060 AFSL 239686 of Level 2, 16-20 Barolin Street, Bundaberg QLD 4670 (Auswide). Auswide Bank can be contacted on 1300 342 149 or by using the contact details listed on [www.auswidebank.com.au](http://www.auswidebank.com.au). When providing the types of service listed in this FSG, we act as an agent of Auswide and not as your agent.

Auswide has authorised us to assist in arranging, closing and providing general advice on certain basic deposit products and associated non-cash payment facilities issued by it.

You may be provided with these financial services by one of our employee representatives who has been authorised by Auswide to provide factual information on basic deposit products and associated non-cash payment products and to provide you with this FSG they will tell you when this is the case.

## General Advice Warning

It is important that you understand and are happy with the products we and our employee representatives can arrange. We can give you general information to help you decide but do not provide advice on the product/s based on any consideration of your objectives, financial situation or needs. Before making a decision about whether or not to purchase the product/s please carefully read the PDS to decide if it's right for you.

## Information on Remuneration

We receive commission from Auswide in return for the basic deposit products we arrange. It is calculated as a percentage of the outstanding portfolio amount referred to Auswide Bank by us. The amount is inclusive of GST. Any commission we receive is at no extra cost to you.

Where you have been referred to us by a third party, we may pay them a part of the commission we earn. Any such commission we pay to a referrer is at no extra cost to you.

We pay our staff and representatives an annual salary for their services. From time to time, Auswide may provide other benefits such as tickets to sporting, cultural events and other functions, corporate promotional merchandise and other similar benefits or gifts (e.g. store and travel vouchers) as part of promotions or in recognition of achievements. These benefits are provided to us no additional costs to you.

If you require further details about any of the above remuneration received from Auswide, please ask us within a reasonable time after receiving this FSG and before we provide you with financial services to which this FSG relates.

## What happens if you have a complaint?

If you are dissatisfied with our service in any way contact us and we seek to resolve the issue and we will promptly refer it to Auswide. Auswide will attempt to resolve the matter in accordance with their Internal Dispute Resolution procedures. To obtain a copy of Auswide Bank's procedures contact us using the contact details on the first page of this document. If you are dissatisfied with the resolution of a complaint you have lodged with Auswide, you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA) – subject to their terms of reference. AFCA provide a free and independent dispute resolution service for consumers who have disputes falling within its terms. Their contact details are:

## Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678  
Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

## Further Information

If you need further information about the products of our services issued under this Financial Services Guide, or you have any queries please contact us using the contact details on the first page of this document.

Auswide has authorised the distribution of this FSG.

# National Seniors Term Deposit

## Terms & Conditions

### Product Summary

#### Features

- Earn a competitive rate of interest on \$5,000 or more
- Your money is deposited for a fixed term at a fixed rate of interest
- The term deposit you select and the interest rate you receive will depend on the amount of money you wish to invest, the length of time you wish to invest it for, and when and how you want your interest paid
- Unless notified in writing or on the appropriate form, on maturity the deposit will be automatically renewed for a similar term at the applicable rate at that time.
- A personalised investment record showing all details of your term deposit
- For other features of this account, see the Features Overview

#### Interest

- Interest will be paid according to the interest payment option you have chosen i.e.. monthly, yearly or on maturity
- The interest rate is fixed - it will not change during the term of your deposit, even if the interest rates we offer change
- Current interest rates are available on our website or by contacting us

#### Early withdrawal/closure - reduced interest

Interest rates are offered on the basis that you agree to invest an amount of money for a certain length of time. You can withdraw all of your term deposit funds at maturity without incurring an interest rate adjustment.

You will not be able to access your term deposit earlier than maturity unless you provide us with at least 31 days notice. Prior to investing for a particular term, you should consider your likely personal circumstances and needs.

We may allow term deposit funds to be accessed on less than 31 days' notice in cases of hardship. If you are experiencing hardship and need to withdraw your funds on less than 31 days notice, please contact us immediately.

If we allow you to access your term deposit funds before maturity, you will lose a proportion of the interest. The amount of interest charged as an interest rate adjustment will depend on how early in the term you seek to access your funds.

If, due to the interest payment frequency opted for, you have already received interest before the maturity date and you close your term deposit early, we will deduct a rate adjustment from your final interest payment and/or principal.

Proportion of term completed		Interest rate reduction
31 days notice is required for early withdrawals	up to 5%	95% of your deposit rate
	up to 25%	80% of your deposit rate
	up to 50%	60% of your deposit rate
	up to 75%	40% of your deposit rate
	up to (but not including) 100%	20% of your deposit rate

### Product Risks

- As the interest rate is fixed for the term, there is a risk that market rates can increase to a rate above the fixed rate on your term deposit, which means that the amount of interest you receive may be less than what you may be able to receive at that time on a new term deposit
- Your circumstances may change which means that you may require access to the funds in your term deposit prior to the agreed maturity date. You will need to provide at least 31 days' notice if you wish to withdraw your term deposit funds early, and a reduced rate of interest may apply
- Interest rates applicable to new term deposits and on renewal are determined by us and are subject to change without notice
- This type of account may not suit your particular objectives, financial situation or needs
- Risks may apply to the use of banking services available on this account. Read the Auswide Bank 'Guide to Banking Services' for information about these risks and how you can minimise them

## Product Terms and Conditions

### 1 What is a Term Deposit?

A term deposit is money banked in an account for a fixed time at a fixed rate of interest.

### 2 Terms and Conditions

You agree to leave the deposit with us for the period of the term deposit. The funds will be available the day the term matures.

We will not change the interest rate for the fixed period of the term deposit (provided your term deposit is not withdrawn in full prior to maturity).

Withdrawal of any funds before the maturity date may be permitted by you giving us at least 31 days notice. The interest earned may be reduced depending on how early in the term you've requested to withdraw funds from your term deposit. No fees apply if you withdraw any funds from your term deposit before the maturity date.

These interest rate adjustments, which are determined by us from time to time, will apply from either the date of the deposit if the term deposit is in its original term, or if the term deposit has rolled over, from the rollover date.

Depending on the interest rate applicable at the relevant point in time, other deposit products may be available from us that offer a higher interest rate with similar terms.

We have the discretion to delay any request for withdrawal or transfer of term deposits, but only until the end of the 31-day notice period or the maturity date (whichever comes first).

### 3 Interest

Interest is calculated for the term of your deposit, up to but not including the day of maturity (or before this if it is broken early). Interest rates are annual percentage rates based on a 365 day year and on a simple interest basis unless otherwise stated.

### 4 Payment of principal and interest

The interest you earn on your term deposit can be paid by you instructing us to do one of the following:

- crediting the interest to your term deposit account upon maturity;
- paying the interest to an Auswide Bank account; or
- paying the interest to an external bank account.

The principal of your term deposit can be repaid by you instructing us to do one of the following:

- paying the amount to an Auswide Bank account;
- paying the amount to an external bank account; or
- re-investing the amount.

### 5 Renewal

Upon maturity, unless you provide us with new instructions, your term deposit will automatically roll over for an identical term at our current interest rate applicable to that term. If your funds are renewed for the same fixed term as before, the applicable interest rate may be higher or lower than the interest rate that you received in the previous term. This is because the rates we offer change from time to time.

If your term deposit rolls over, there is a grace period from 2 calendar days before maturity date to 7 calendar days after the maturity date. During this grace period, you can withdraw, transfer or modify (such as the amount invested or the length of the term) your term deposit without incurring a fee or any reduction in the return generated.

Once the grace period ends, at least 31 days notice is required for any withdrawal of funds before the new maturity date.

### 6 Statements

Statements are available on all term deposit accounts. You can ask for a statement of your account at any time. You may be issued with a term deposit investment record at the time of opening your term deposit account. At least once every 12 months, or where otherwise required by a law or code, we may give you a statement showing all transactions on your account from the last statement.

You must read statements and other records of your term deposit accounts and write to us promptly if there is a mistake, if information is missing, or if statements show transactions you did not make.

### 7 Refusal

We can choose not to accept a term deposit at any time.

## Terms and Conditions for our Banking Services

For the terms and conditions of the banking services used in conjunction with your term deposit, refer to the 'Guide to Banking Services'.

## Features Overview

entity use	personal and business
interest payment structure	rate applies to whole of balance
interest calculated	on daily balances p.a
interest paid	as agreed
minimum opening balance	\$5000
minimum balance to be retained	
branch access	✓ staff assisted cash and cheque deposits, internal and external transfers
internet banking and mobile banking app	✓ →
BPAY® to pay bills	✓ → internet banking, mobile app or staff assisted
direct credits (wages, pension, rent, dividends etc)	✗
direct debits (to other financial institutions/organisations)	✓ →
internal transfer (to other Auswide Bank accounts)	✓ → internet banking, mobile app or staff assisted
external payment (to another financial institution)	✓ → internet banking, mobile app or staff assisted
RTGS 'same day' payment to external bank account	✓ →
transfer to an overseas bank account	✓ → internet banking or staff assisted
sub-accounts	✓
account labels (eg. 'holiday')	✓

Investment Record provided on lodgment available on request - statements forwarded on an annual basis.

→ Funds only available 2 calendar days before but no later than 7 calendar days after the maturity date.

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## Term Deposit Fees & Charges Schedule

**These symbols let you know that the fee will be DEBITED FROM YOUR ACCOUNT at:**

◆ the end of the calendar month

◇ the time it is incurred/when a particular service is used

**Please note:** if there are insufficient funds in your account at these times we will overdraw it until fees/charges are recovered from you.

### Transaction Fees

ELECTRONIC PAYMENTS	
<b>RTGS Outward Payment Fee</b> ◇ → payable each time you request a high value, time critical payment from your account to another financial institution on a real time basis for 'same day' payment	\$20 each
<b>Telegraphic Transfer Fee</b> ◇ > → payable each time you request an electronic transmission of funds to an account at an overseas bank	\$AU currency \$50 per transfer OR foreign currency \$30 per transfer

> many overseas banks will levy other processing charges that may vary between banks and countries, which will result in the beneficiary receiving a lesser amount than transmitted.

→ Funds only available 2 calendar days before but no later than 7 calendar days after the maturity date

# National Seniors Money Manager

## Terms & Conditions

### Product Summary

#### Features

- An on-call account for managing your money
- No account service fee
- For other features of this account, see the Features Overview

#### Interest

- Interest paid on full balance
- Interest calculated on opening daily credit balance based on a 365 day year
- The interest rate may change from time to time
- Interest is credited to this account at the end of each calendar month
- Current interest rates are available on the National Seniors Australia website [nationalseniors.com.au/moneymanager](https://nationalseniors.com.au/moneymanager) or by contacting us on 1300 342 149

#### Product Risks

- The interest rate applicable to this account is determined by us and is subject to change. The interest rate may be set at 0% p.a. Changes to interest rates will be notified to you in accordance with any applicable laws or codes of practice
- This type of account may not suit your particular objectives, financial situation or needs
- Risks may apply to the use of banking services available on this account. Read the Auswide Bank 'Guide to Banking Services' for more information about these risks and how you can minimise them

### Features Overview

eligibility criteria	National Seniors Australia membership	internet banking and mobile banking app	✓
entity use	retail persons, retail companies and trusts (including family trusts & SMSFs)	Visa Debit Card (access ATM's, EFTPOS, Bank@POST etc)	✓ ~
statement account option	✓ e-Statement or paper statement	BPAY® to pay bills	✓ internet banking, mobile app or staff assisted
account service fee	✗	direct credits (wages, pension, rent, dividends etc)	✓
interest payment structure	whole balance	direct debits (to other financial institutions/ organisations)	✓
interest calculated	on opening daily balance*	internal transfer (to other Auswide Bank accounts)	✓ internet banking, mobile app or staff assisted
interest paid	monthly	external payment (to another financial institution)	✓ internet banking, mobile app or staff assisted
minimum opening balance	NIL	RTGS 'same day' payment to an external bank account	✓
minimum balance to be retained		transfer to an overseas bank account	✓ internet banking or staff assisted
branch access	✓ staff assisted cash deposits & withdrawals, internal & external transfers, cheque deposits	auto-sweep facility	✓
cheque book	✗ †	sub-accounts	✓ up to 10 sub accounts
bank cheques	✗ †	account labels (e.g. 'share account')	✓

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\* Interest calculated on the opening daily balance. The opening daily balance is the total balance from 12:01am AEST

† From 1/1/ 2025, we no longer issue cheque books or bank cheques. From 26/5/2025 we will no longer honour Auswide Bank personal cheques and bank cheques.

~ Visa Debit Card allows access to Australian and overseas ATM's and EFTPOS, Bank@Post and purchases by mail, phone or internet.



## Money Manager Fees and Charges

These symbols let you know that the fee will be DEBITED FROM YOUR ACCOUNT at:

◆ the end of the calendar month

◇ the time it is incurred/when a particular service is used

**Please note:** if there are insufficient funds in your account at these times we will overdraw it until fees/charges are recovered from you.

### Transaction Fees

#### BRANCH STAFF-ASSISTED AND CHEQUE BANKING

<b>Cheque Withdrawal using Cheque Book ◆†</b> payable when you write a cheque and it is presented on your account	\$2 per cheque
<b>Deposit-Foreign Currency Cheque Draft Fee ◇</b> payable each time a foreign currency cheque/draft is deposited	\$5 per cheque OR \$50 per cheque if greater than \$5,000 or where issuing bank is required to clear and settle the cheque

#### ELECTRONIC PAYMENTS

<b>RTGS Outward Payment Fee ◇</b> payable each time you request a high value, time critical payment from your account to another financial institution on a real time basis for 'same day' payment	\$20 each
<b>Telegraphic Transfer Fee ◇</b> payable each time you request an electronic transmission of funds to an account at an overseas bank	\$AU currency \$50 per transfer OR foreign currency \$30 per transfer

#### VISA DEBIT CARD BANKING WITHIN AUSTRALIA

<b>ATM Direct Charge Fee ◇</b> payable to the ATM owner if you use your Visa Debit Card to withdraw or check the balance of your account at a non-Auswide Bank ATM	Direct charge fee is levied by ATM owner
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#### VISA DEBIT CARD BANKING OVERSEAS

<b>Foreign ATM Withdrawal Fee ◆</b> payable if you use your Visa Debit Card at an overseas ATM to withdraw from your account	\$5 each ◆ + 3% Currency Conversion Fee ◇
<b>Currency Conversion Fee ◇</b> payable if you use your Visa Debit Card to pay for purchases and withdraw cash at overseas retail outlets with an EFTPOS facility or to make purchases from overseas outlets over the internet or phone	3% Currency Conversion Fee

#### Dishonour Fees \*

<b>Direct Debit and External Payment Dishonour Fee ◇</b> payable when you've arranged a direct debit payment or an external payment to an account at another financial institution but there are insufficient clear funds in your account (including payments you have arranged electronically)	\$15 per dishonour
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> many overseas banks will levy other processing charges that may vary between banks and countries, which will result in the beneficiary receiving a lesser amount than transmitted.

\* to help avoid dishonour fees for payments, we recommend you have sufficient clear funds in your account, for pre-arranged date sensitive electronic payments (eg; direct debits), you should ensure you have sufficient clear funds in your account at least 2 business days before the expected debit date. To also avoid some of these fees, arrange for an automatic sweep from another Auswide Bank account to the account that is to be debited with your cheque, direct debit or external electronic payment.

† From 1/1/ 2025, we no longer issue cheque books or bank cheques. From 26/5/2025 we will no longer honour Auswide Bank personal cheques and bank cheques.

## Terms and Conditions for our Banking Services

For the terms and conditions of the banking services used in conjunction with your term deposit, refer to the 'Guide to Banking Services'.



# Auswide Bank's Guide to Banking Services

## Terms and Conditions

Our Terms and Conditions contain important information about Auswide Bank's accounts and banking services.

They consist of these documents:

- this Guide to Banking Services (this document)
- + any other terms and conditions we may give you in respect of your particular accounts and the banking services we provide (eg. fees and charges information)

You should read these documents before making a decision to open an account with us, acquire any banking services, or make any transactions. You should retain these documents in case you need to refer to them at a later date.

Our Terms and Conditions have been designed to help you:

- decide if our accounts and banking services meet your needs; and
- compare all the features, terms, conditions, fees and charges of our accounts and banking services with those of others.

Please note that our Terms and Conditions do not take into account your particular personal objectives, financial situation or needs.

You should also read our Privacy Policy, which is available on our website.

## Updating these Terms and Conditions

Where required by law, or where we subscribe to a particular code, we will notify you in advance of any changes to our Terms and Conditions in accordance with the requirements of that law or code.

You can also find out more about our current Terms and Conditions by:

- talking to one of our consultants at any branch or by phone on 1300 138 831; or
- visiting our website at [www.auswidebank.com.au](http://www.auswidebank.com.au)

## Important Information

Words that have a particular meaning are described in section 11 of this guide ("Definitions").

If there is any inconsistency between this guide and the terms and conditions applicable to your specific account, the terms and conditions for the specific account prevail.

Headings used are a guide only.

Any reference in this guide to any law also includes any regulation, by-law or ordinance relating to that law and any amendments or replacements of that law.

Where applicable, the ePayments Code applies to your accounts and our services

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## 1. Banking Services Terms and Conditions

### 1.1 // Changes to the Terms and Conditions

Subject to law, and acting reasonably, we can change, add to, delete or vary our Terms and Conditions at any time. For example, we can vary:

- interest rates;
- the way we calculate interest;
- when we charge or pay interest; or
- fees and charges.

When we change our Terms and Conditions, we will give you notice if required by law, the ePayments Code, or any other applicable code. If no period of notice is required, we can make changes immediately. Advance notice may not be given where a change is made to restore or maintain the security of our systems or individual accounts, products or services.

We can give you notice in any way permitted by law or any applicable code, including:

- in your statement;
- electronically;
- by newspaper; or
- by letter.

### 1.2 // Confidentiality

We keep many details of your account (including your transactions and balance) confidential. However, subject to law, we can disclose details of your account if:

- disclosure is compelled by law;
- there is a duty to the public to disclose;
- it protects our interests to do so; or
- disclosure is made with your express or implied consent.

### 1.3 // Privacy

We comply with the Australian Privacy Principles as incorporated into the Privacy Act 1988 (Cth).

You may also request a copy of our Privacy Policy by phoning us on 1300 138 831, visiting one of our branches, or going to our website at [www.auswidebank.com.au](http://www.auswidebank.com.au).

### 1.4 // Contact us

Unless otherwise stated in this guide, you may notify or contact us:

- by phone on 1300 138 831;
- by email at [auswide@auswidebank.com.au](mailto:auswide@auswidebank.com.au); or
- in writing by post to PO Box 1063, Bundaberg Queensland 4670.

You can also find out more about our accounts and banking services by visiting our website at [www.auswidebank.com.au](http://www.auswidebank.com.au).

If we ask you to notify or contact us 'in writing', this means that you should send us a letter to our postal address specified above or an email to [auswide@auswidebank.com.au](mailto:auswide@auswidebank.com.au).

## 1.5 // Financial Claims Scheme

The Financial Claims Scheme (FCS) is an Australian Government scheme that provides protection and quick access to deposits in banks, building societies and credit unions in the unlikely event that one of these financial institutions fails.

Under the FCS, certain deposits are protected up to a limit of \$250,000 for each account holder at any bank, building society, credit union or other authorised deposit-taking institution that is incorporated in Australia and authorised by the Australian Prudential Regulation Authority (APRA).

The FCS can only come into effect if it is activated by the Australian Government. Once activated, the FCS is administered by APRA, which aims to pay the majority of customers their protected deposits within 7 days.

The FCS limit of \$250,000 applies to the sum of an account holder's deposits under each banking licence (and so includes accounts with any other banking businesses that the licensed banking institution may operate under a different trading name). Auswide Bank is a single banking institution and operates no other licensed banking institutions under a different trading name. A list of Auswide Bank deposit accounts covered by the FCS is available on request.

More information on the FCS is available at [www.fcs.gov.au](http://www.fcs.gov.au).

## 1.6 // When things go wrong

From time to time we may get things wrong or errors may occur (for example, in our systems or processes). If they do, we will endeavour to resolve them as soon as possible.

## 1.7 // If you have a complaint

If you have a complaint about us, our services or our processes (for example, a complaint about how we have dealt with a report about a mistaken internet payment, or a complaint about the outcome of a reported unauthorised transaction), please talk to our staff at your local branch or call us on 1300 138 831. We may ask you to put your complaint in writing.

We aim to resolve complaints as quickly as possible. Most complaints are resolved within one business day, and in nearly all cases, you can expect your complaint to be resolved within five business days. In the event it takes us longer than five business days to resolve your complaint, we'll ensure that you are regularly updated.

If you are not satisfied with the outcome of your complaint or how we handled it, please let us know. If your complaint is not resolved to your satisfaction, you may contact the Australian Financial Complaints Authority (AFCA). The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. You may lodge a complaint with AFCA by contacting them in writing to GPO Box 3,

Melbourne VIC 3001, by phone on 1800 931 678, or by email at [info@afca.org.au](mailto:info@afca.org.au).

For further information on our complaints handling procedure, please call us on 1300 138 831 or visit your local branch.

## 1.8 // Acceptance

You accept and agree to be bound by our Terms and Conditions when you:

- agree to them or indicate your acceptance of them (including over the phone or electronically);
- initiate or make a transaction (including a transaction using a remote electronic access method);
- sign or use your debit card or credit card, PIN, internet banking access code, or other secret access code, access method or passbook we give you;
- draw or sign a cheque on your account;
- sign and return our forms for opening an account; or
- use our internet banking services or other remote electronic access method/s.

## 1.9 // Severability

If any provision in this guide is or becomes invalid or unenforceable, or breaches any applicable mandatory law or code, then it is severed, and the validity, legality and enforceability of the remaining provisions will not be effected by such severance.

## 1.10 // Giving us instructions

We can act on instructions from you (including those given by telephone or in any other electronic form). We can ask you to prove your identity and give us an acceptable indemnity before we act on your instructions. We can also delay or refuse to act on your instructions where it is necessary to comply with the law or any applicable Code or to protect our legitimate interests.

# 2. Account Terms and Conditions

This section sets out the general terms and conditions that apply to our accounts. If we give you any additional terms and conditions that differ from these general terms and conditions, the additional terms and conditions apply to the extent that they differ. For specific terms and conditions for a particular account type (eg. features, fees and charges etc), please refer to the terms and conditions for that account.

## 2.1 // Opening an account

Provided our account opening requirements are satisfied, you may open an account in the name of any identifiable legal entity, such as an individual, a company or a trustee. Any account that is opened in the name of a child can be accessed and transacted on by the child when they turn 11 years of age.

You may open a new account online, over the phone or by visiting one of our branches. You must complete any forms and provide to us any information we require for this purpose.

We may elect not to open an account without giving you a reason.

## 2.2 // Identity

We are required by law to identify our customers. To help identify you, we may ask for original or certified copies of your identification documents. We cannot open an account for you if we cannot identify you.

From time to time we may request additional identification information after your account is opened. We may also ask to see your current identification information and ask you to provide updated identification information from time to time. This is important to ensure that we maintain correct and up-to-date identification information for our customers and to comply with our legal obligations.

If we have requested your identification information be updated on multiple occasions and the request has not been fulfilled, this may result in your account/s being frozen until current identification information is supplied, which means that you will not be able to transact on your account/s.

You can update your identification information by:

- visiting an Auswide Bank Branch and providing current identification documents;
- visiting an Australia Post outlet and providing current identification documents; or
- contacting our Customer Care Team on 1300 138 831 who will assist you in providing your identification information digitally.

Whenever you contact us, we will authenticate your identity before disclosing any information to you.

## 2.3 // Operation of a joint account

Joint accounts may be opened by two or more persons or entities. Before opening a joint account, you should understand that:

- each of you is individually liable for the debts on the account, and all of you are jointly liable;
- if the account is overdrawn, each of you are liable to pay us the overdrawn amount; and
- if any of you die, any funds in the account may belong to the remaining joint accountholder.

Joint account holders can choose whether all accountholders are required to sign to operate the account or only one is required to sign.

A debit card is only available on a joint account where the signature authority is that either accountholder can operate the account. We will issue a separate debit card having its own PIN for each joint owner on request.

You may change how you can operate on your account at any time by contacting us.

Your joint account cannot be accessed if any one of the joint accountholders request to stop transactions and we agree. After that, all accountholders must agree and authorise any further transactions being performed by any accountholder or authority to operate (except for deposits).

If an accountholder is to be removed from a joint account, usually the account must be closed and a new account opened in the name of the remaining accountholder.

## 2.4 // Allowing another person to use your account (Authority to Operate)

If you ask us in writing, we may allow another person to sign on your account under an Authority to Operate (ATO).

Depending on the scope of the ATO, the authorised person may be able to do most things that you could do yourself. For example, they may be able to:

- perform deposits, withdrawals and transfers on your account;
- authorise us to make electronic periodical payments on your account;
- obtain a debit card or credit card for your account;
- have access to your account through internet banking and mobile banking app;
- draw cheques on your account;
- stop, or remove a stop on, cheques on your account; and
- get any information from us about your account.

The authorised person does not have authority to close your account. However, for account types that are only able to be operated under an ATO (eg. business accounts and children's accounts), the authorised person may close the account provided all persons authorised by the ATO authorise the closure of the account.

You must not give your debit card or credit card, PIN, internet banking or mobile banking app access code to the authorised person or anyone else. We may issue the authorised person their own debit card or credit card, PIN or other access code for the purposes of accessing your account.

You are liable for all debts incurred by the authorised person on your account, including any overdrawn amounts.

The authorised person will not be able to alter your personal client details or authorise any other person to operate on your account without your consent.

You can cancel the ATO at any time by notifying us in accordance with the terms and conditions applicable to the account on which the person is authorised to operate. We will act on your request as soon as we are notified of the cancellation. You will, however, be liable for:

- any transaction made prior to the ATO being cancelled, regardless of when the transactions are debited to the account; and
- any future dated payments, cheques or authorities established by the person you authorised prior to the cancellation of the ATO.

You should ensure that any payments you wish to be discontinued are cancelled.

Acting reasonably, we can cancel any authorised person's ATO. An ATO will also cease if we are notified that you have died or have become mentally incapacitated.

We can refuse to accept instructions from any authorised person where it is necessary to comply with the law or any applicable code, to protect our legitimate interests, or if we reasonably suspect that the authorised person is not acting or may not act in your best interest.

We are not responsible for the actions of any authorised person under an ATO or the way the authorised person accesses your account. You appoint an authorised person at your own risk. You are responsible for any transactions that are made by the authorised person on your account even if you do not know about them. Subject to law, we are not liable for any loss or damage caused by the authorised person.

## 2.5 // Authority to access your account information (Authority to Access)

You may make arrangements to allow other persons to access certain account information when required (eg. employees on business accounts accessing account balances) under an Authority to Access (ATA), such as receiving account statements.

An ATA does not extend to performing debit transactions or altering account details.

You may revoke the ATA at any time.

## 2.6 // Power of Attorney

You may appoint a person to be your attorney, under a Power of Attorney, to enable that person to transact on your account.

We must have a certified copy of the original Power of Attorney before an attorney can access your account. We will require the attorney to become a customer (if not already), provide sufficient identification, and read and sign a Power of Attorney Continuing Deed of Declaration. Your attorney will have the same authority to act on your account as an you do as the accountholder.

You must not give your debit card or credit card, PIN, internet banking or mobile banking app access code to your attorney or anyone else. We may issue your attorney their own debit card or credit card, PIN or other access code for the purposes of accessing your account.

We are not responsible for the actions of your attorney or the way your attorney accesses your account. You appoint your attorney at your own risk. You are responsible for any transactions your attorney makes on your account even if you do not know about them. Subject to law, we are not liable for any loss or damage caused by your attorney.

You must advise us as soon as possible if you cancel/revoke the Power of Attorney.

We can refuse to accept instructions from your attorney where it is necessary to comply with the law or any applicable code, to protect our legitimate interests, or if we reasonably suspect that your attorney is not acting or may not act in your best interest.

## 2.7 // Formal trust accounts

If you are the authorised trustee of an account, you:

- must act according to the terms of the trust and for the benefit of the trust and its beneficiaries;
- must not misuse the trust funds or use any rights you have against the trust funds; and
- agree to comply with our Terms and Conditions as trustee and in your own personal capacity.

## 2.8 // Children's accounts

If an account is opened in a child's name by a parent or guardian, a parent/guardian will be the only signatory on the account under

an ATO. At 11 years of age, the child accountholder may become a signatory on the account and will be able to access and transact on the account, and the parent/guardian signatory can opt to remove their ATO. At 16 years of age, the child accountholder may remove their parent/guardian's ATO without the parent/guardian's consent so that the child is the only account signatory.

## 2.9 // Withholding Tax

Withholding tax may apply to interest earned on your account(s) unless you've provided us with your tax file number (TFN). If you do not provide your TFN to us (or TFN exemption) we will withhold tax from the interest earned on your account(s) at the highest marginal tax rate as required by law. You can claim a credit for the amount of tax withheld when you lodge your tax return.

## 2.10 // Deposits

Deposits made to accounts are not available to you until we receive and process them and the funds are cleared.

You may deposit funds by:

- cash, cheque or money order at any of our branches or agencies;
- direct debit from another financial institution;
- direct credit (eg. government payments, payrolls, RTGS, IFTI payments etc) – you should organise the direct credit with the organisation who will be making the payment/s;
- cash or cheque at any Auswide Bank ATM that accepts deposits;
- through Australia Post – cardholders can use their debit card or credit card to make deposits to their account at any Post Office displaying the Bank@Post logo; or
- posting cheques or money orders with an accompanying completed deposit slip to us at PO Box 1063, Bundaberg QLD 4670.

We will generally deposit the cash, cheque or money order to your account on the date we receive it.

## 2.11 // Cheque deposits requiring endorsement

Where a deposit is made to an account by cheque, unless the cheque payee details match the account name in which the cheque is being deposited, we will require the cheque to be endorsed.

We will need to validate the endorser's signature prior to accepting the cheque for deposit. We reserve the right to refuse to accept a cheque where the endorsement cannot be validated to our satisfaction and where the true owner of the cheque cannot be established.

## 2.12 // Cheque clearance times

All cheques deposited to an account with us will be passed through an accelerated cheque clearing system. During this time, funds from cheque deposits earn interest (if applicable) from the day of the deposit, but the funds will not be made available to you for withdrawal until the cheque deposited has been cleared by the cheque clearing system.

We do not cash cheques.

### 2.12.1 // Usual clearance period for cheque deposits

The clearance times below are the usual times that apply, but individual cheque clearance periods may vary. Note in particular that suspicious, damaged or mutilated cheques may require longer clearance periods, and agency deposits may require additional clearance periods. Please note that special clearance of cheques is not available.



**Local, intrastate and interstate cheques** – three business days from the date the cheque is banked with us. Selected cheques deposited with us may not be sent to the bank until the next business day. In this case, allow 4 business days. Our staff can confirm the clearance period of your cheque at the time of depositing.

**Cheques deposited via Bank@Post** – 7 business days from the date the cheque is banked at Australia Post

**Overseas cheques** – 21 business days.

*Note: Overseas cheques sent on a bill for collection basis will only be available for withdrawal once we have received proceeds of the cheque from the drawee bank.*

**Early clearance** – In the case of regular cheque deposits for your salary or wage, you may request immediate access to these by special arrangement with us. Certain conditions apply.

Bank and government cheques require normal clearance periods and are not automatically cleared immediately.

#### 2.12.2 // Normal cheque clearance cycle

YOU RECEIVE A CHEQUE			BUSINESS DAYS
and deposit it to your account - we then send the cheque to our bankers who electronically forward the cheque overnight to the financial institution from where the cheque is to be paid			Day 1
cheque is paid with the cheque writer's account debited	OR	cheque is dishonoured due to insufficient funds or another technical reason overnight - dishonour details are transferred to our bankers	Day 2
we await notification of possible dishonour from bank	OR	our bankers forward us an electronic dishonour notice - we debit your account for the amount of the cheque and a letter is mailed to you advising of the dishonour	Day 3
funds deposited are made available to you for withdrawal			Day 4

An additional day's clearance should be added to the above timeframe in cases where a cheque deposited with us is for any reason unable to be forwarded to our bankers until the following business day.

#### 2.13 // Interest

Details of our current interest rates are available on our website, by phoning us, or by visiting one of our branches.

Interest rates are annual percentage rates calculated on the basis of a 365 day year, unless otherwise stated in any additional terms and conditions we give you.

Interest is calculated at the rate and in the manner we tell you, on the daily balance of your account. Interest is paid into your account (if applicable) at the times we specify in the terms and conditions applicable to your specific account.

Interest may not be paid on some types of accounts.

#### 2.14 // Withdrawals

Withdrawals in our branches must be made on our withdrawal form or in the form of a letter from the authorised signatory/s. Withdrawals in our branches using a card may be made without needing to complete any forms, but you will be required to enter your PIN.

Withdrawals may also be made in any other way permitted under our Terms and Conditions, such as at any ATM in Australia that accepts cards, through EFTPOS, or using a card at any Australia Post outlet displaying the Bank@Post logo.

Withdrawal forms must be signed by the authorised signatory/s to the account. If the signatures do not match our records, or the number of signatory/s is not in accordance with our records, we can refuse to process the withdrawal.

We can apply and vary daily or periodic transaction limits on the number or value of withdrawals you make using different access methods on any one day.

#### 2.15 // Cash availability

We can limit or vary the amount of cash you can withdraw from your account on any one day.

If you want to withdraw more than our standard cash limit of \$2,000, you must let us know at least 24 hours in advance by contacting the branch you wish to collect the cash from, or by calling us.

You can withdraw up to our standard cheque limit without notice if you take the funds in the form of a bank cheque. Larger amounts above this limit can be arranged at your branch.

You can find out our standard cash and cheque limits by contacting us. We may charge a fee for arranging cash and cheque withdrawals in-branch.

#### 2.16 // Auto-sweep

An auto-sweep can be arranged to automatically transfer funds from nominated Auswide Bank transaction, savings or on-call investment accounts in the event that you do not have sufficient cleared funds in a particular account to cover cheques written, direct debits from your account and external payments.

Up to five accounts can be nominated, with the auto-sweep checking each account in turn for sufficient cleared funds to transfer to your account. If the required amount is not available in the nominated accounts, a part amount will be debited from each account. However, if the full amount cannot be transferred, no sweep will occur. We may charge a fee for this service.

#### 2.17 // Debits from your accounts

Debits from your account may include:

- cash or cheque withdrawals;
- government fees and charges (including bank account debit tax where applicable);
- any fees and charges we charge and other institution's fees we pass on to you;
- any interest due;
- any electronic funds transfer transactions (including RTGS payments);
- direct debits authorised by you;
- any transfers you make;
- BPAY® transactions; and



- other debit transactions and adjustments.

If there is more than one deduction on any one day, we decide the order in which these are made. You must pay all government fees and charges when they are due.

We may charge a fee for processing debits from your account.

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## 2.18 // Bank cheques

The term “bank cheque” describes a cheque that is issued by a bank. You can arrange for a bank cheque at any of our branches. We reserve the right to stop issuing bank cheques at any time. The value of the bank cheque is debited immediately from the relevant account. We may charge a fee for issuing a bank cheque.

If you wish to stop payment on a bank cheque before it has been presented for payment, you should contact us as soon as possible. However, as we are the drawer of the cheque and are liable for payment to the payee/third party, we are legally entitled to refuse your request to stop payment on the cheque.

If we agree to stop payment on a bank cheque, we are not liable for any loss or damage you suffer as a result.

If the cheque is made out to a third party, you will be required to obtain written consent from the third party to stop the cheque. If you are unable to obtain this consent, we will require you to hold funds in your account equal to the amount of the cheque until we are satisfied that no proceedings will be brought by the third party against us. As the cheque drawer, we may at our discretion pay the value of the cheque to the third party where, in our reasonable opinion, we are liable to honour the cheque.

All requests for a stop payment must be in writing.

## 2.19 // Direct debits

You may arrange a direct debit from your approved transaction, savings, on-call investment or line of credit access account:

- to approved accounts at other financial institutions. These are arranged directly with us;
- to approved organisations to pay for goods and services (for example, health funds and insurance companies). These are arranged with the applicable organisation;
- to other Auswide Bank accounts held by you or a third party (ie. internal transfers).

Fees and charges may apply (including reject fees on dishonoured payments).

If you request a new direct debit arrangement or cancellation of a direct debit arrangement through one of our branches, you must give us at least three business days’ notice.

### 2.19.1 // Direct debit disputes

If a direct debit has already been processed from your account, and you have not authorised the payment or you disagree with the timing or amount of the payment, you should contact us and we will investigate the unauthorised direct debit. A direct debit claim may take up to 21 days to resolve. You may also contact the direct debit user to investigate an unauthorised direct debit.

### 2.19.2 // Direct debit stops

If you wish to stop a direct debit before a transaction is processed to your account, you should contact us.

We are unable to stop a direct debit transaction after it has been processed to your account.

## 2.20 // Direct credits

You may arrange a direct credit to your approved transaction, savings, on-call investment, line of credit access or loan account:

- from approved accounts held by you at other financial institutions;
- from approved accounts held by third parties at other financial institutions (such as your employer). These are arranged by the third party with the applicable financial institution;
- for Centrelink entitlements (eg. pension, family assistance etc). These are arranged with the applicable government department.

If you request a new direct credit arrangement or cancellation of a direct credit arrangement through one of our branches, you must give us at least three business days’ notice.

## 2.21 // Electronic payments and automatic payments

You can ask to have money transferred to other accounts, between accounts, to third parties, and to accounts at other institutions as a one-off or on a regular basis (eg. fortnightly, monthly etc). All transfers can be arranged over the counter at your local branch or through internet banking or mobile banking app.

A minimum of three business days’ notice is required to set up a new regular payment. To facilitate a payment, sufficient cleared funds need to be in your account at least one business day prior to the payment date. Any future dated payments with a date that is non-business day (eg. a weekend or national public holiday) will be processed on the next business day but may not be immediately processed by the receiving bank. To avoid inconvenience or a potential payment default, it is important that you retain sufficient funds in your account to ensure your future dated payment can be processed on the next business day.

We may charge a fee for these transfers. We may change or discontinue providing these transfer facilities, however we will provide you with prior written notice if we do so.

If you arrange to send a payment to us or ask us to send a payment to another institution, we will direct the transaction electronically to the intended account using only the BSB and account number provided by you. The account name may not be used to validate that the transaction has been posted to the correct account.

You must ensure the BSB and account number details for any payments are correct because we are not liable to you for transactions that are directed to an incorrect account.

We will keep transferring the agreed amount of money until:

- you cancel the service in writing (a minimum of three business days is required);
- an appropriate authority informs us in writing that an accountholder is insolvent or mentally unsound;
- we are notified in writing that the sole accountholder is deceased;
- you tell us in writing to change the amount or frequency the automatic payment has been unsuccessful on four consecutive due dates; or
- you instruct us in some other manner (eg. internet banking) and we agree.

If there is only enough money to make some payments, we will decide when and what payments to make. We may charge you a fee when a transfer is unsuccessful.

If we have been unable to successfully make your automatic payment on four consecutive due dates, we may cancel the authority, and we may not attempt to make further payments unless you provide us with a new authority to do so. We are not liable if any payment or transfer is delayed due to reasons outside our control, cancelled, or dishonoured by us where there are insufficient funds in the account.

## **2.22 // Regular payment arrangements**

You should maintain a record of any regular payment arrangement you elect to enter into with a merchant to pay for goods or services. A regular payment arrangement includes regular direct debits from your transaction account. If you wish to change or cancel any regular payment arrangement, such as a regular direct debit, you may contact us and we will process your request promptly. You may also contact the merchant.

## **2.23 // Overseas transactions**

Transactions processed in foreign currency (including fees) may be converted to Australian dollars using the exchange rate specified by our foreign exchange agents.

Cheques drawn on an overseas institution may be converted to Australian dollars using the exchange rate current at the time we deposit this cheque.

We may choose to collect the amount of overseas cheques from the drawee bank prior to depositing the proceeds to your account. This is referred to as “sending the cheques for collection”.

We are not liable for, nor are we obligated to reimburse, any fee or charge deducted from the value of a cheque that is imposed by an overseas institution in relation to collecting the amount of the cheque.

If you deposit a cheque to your account drawn on an overseas institution, and that cheque is returned or dishonoured, you are liable for differences in the Australian dollar value of the cheque resulting from fluctuations in exchange rates between when the cheque was deposited to your account and when the cheque was returned or dishonoured.

## **2.24 // Set-off**

Where permitted by law, you agree that we can set off and/or apply the credit balance of any account that you have with us against any debt owed by you to us without your prior consent. This may include transferring funds to cover personal cheques or overdrawn balances.

## **2.25 // Overdrawing an account**

Your account becomes overdrawn when the amount of withdrawals or other transactions posted to your account equals more than the balance in your account. When this occurs, we may charge you a fee.

You must repay any overdrawn amount, including any fees and charges or interest payable, when we ask you to.

You agree to pay reasonable enforcement expenses (including all legal costs on a solicitor and own client basis) we incur in recovering or attempting to recover overdrawn amounts.

## **2.26 // Cheque books**

A cheque book is a payment facility that allows you to pay for goods and services by cheque. Your cheque book can be linked to an applicable transaction, on-call investment or line of credit access account.

You are not eligible for a cheque book unless you are aged 18 years or over.

We reserve the right to accept or decline your application for a cheque book.

When we receive a cheque written by you, you acknowledge that the cheque is a request from you to pay funds from your account, even if the request results in your account becoming overdrawn.

You agree to write cheques only if you have enough cleared funds in your account to cover them. The date on the cheque must be the day you wrote the cheque.

### **2.26.1 // Paying cheques**

You will continue to receive interest on funds in your account, if applicable, right up until when your cheque is presented anywhere in Australia. If you do not have sufficient available cleared funds in your account to cover the cheque at the time you present it to us, we can dishonour the cheque, draw money from your other accounts, or honour the cheque. We may charge you a fee for this.

We may also decide to not pay a cheque where we have received notification of a stop payment on the cheque or where there is any other valid reason (such as fraud) for doing so. We are not liable to you or any other person if we decide to not pay a cheque.

### **2.26.2 // Stopping payment of cheques**

If you wish to stop payment on a particular cheque before it has been presented for payment (or cancel a cheque that may have been lost or stolen), you should contact us as soon as possible.

We can only stop payment of a cheque if the cheque has not already been presented for payment and the details you provide to identify the cheque are accurate.

### **2.26.3 // Using Cheques**

If you cross a cheque (by drawing two parallel lines from top to bottom across the front of the cheque), you are instructing the bank that is accepting the cheque not to cash the cheque over the counter and to only pay the cheque into the payee's account.

If you include the words ‘not negotiable’ when crossing a cheque, this helps protect the true owner of the cheque if it is lost or stolen.

If you include the words ‘account payee only’ when crossing a cheque, you are directing the bank that is accepting the cheque to pay the amount only to the account of the person named as the payee (being the person or entity to whom the cheque is addressed). These words warn a bank to make enquiries if a person other than the payee tried to pay the cheque into their own account or tries to cash the cheque.

If you delete the words ‘or bearer’ from a cheque, you are directing the bank that is accepting the cheque to pay the cheque only to the person named as the payee or to the person who the cheque has been endorsed.

To reduce the risk of unauthorised changes to a cheque, make sure that you:

- write only in non-erasable pen;
- complete the cheque carefully and fully;
- do not sign blank cheques (ie. never sign a cheque before it is used or filled out); and
- do not leave any spaces before or after the amount or between the words or figures.

#### **2.26.4 // Cheque Dishonours**

We will tell you if a cheque you deposit to your account has been dishonoured. The amount of the cheque will be debited from your account.

A cheque written by you may be dishonoured if:

- there are insufficient funds in your account to cover the amount of the cheque;
- there is some irregularity with your cheque. For example, the cheque is unsigned, more than 15 months old (ie. the cheque is 'stale'), bears a date that has not arrived (ie. the cheque is 'post-dated'), or has been materially altered without the alteration being properly signed or initialled; or
- you have instructed us to stop payment of the cheque.

#### **2.26.5 // Issuing Cheque Books**

We can withdraw or stop the issue of a cheque book or demand that it is returned at any time by giving you prior written notice.

#### **2.26.6 // Lost, misused or stolen cheques and cheque books**

Because your account can be accessed by your cheque book, you should always keep it in a safe place. You must not leave signed blank cheques in your cheque book. If your cheque book is stolen, lost or misused, you must notify us immediately.

#### **2.27 // Statements and passbooks**

We will provide you with statements of account as required by law. You can request a statement of account at any time. We may provide you with electronic statements of account through internet banking (see section 6.4 ("eStatements (electronic statements)"). A fee may apply for any additional statements over any free limits.

We may issue passbooks on selected accounts at your request. Passbooks can be updated at any branch. If we reasonably believe that you are not updating your passbook, we may cancel your passbook and instead issue statements of account.

If you have a passbook for your account and would like to receive statements of account in addition, a fee may apply. There are no fees payable for updating a passbook or checking the balance and activity of a passbook account.

#### **2.28 // Errors on statements, mistakes and unauthorised transactions**

If you believe that there has been an error on your account, that a transaction was not authorised by you, or that an amount has been credited to your account that you may not be entitled to, you must notify us as soon as you become aware of the transaction by phone, by email, or in writing. We may ask you to inform us of the details of the error, mistake or unauthorised transaction in writing.

We will comply with the requirements of any law, code or scheme to which we are bound which applies to transaction disputes, such as the ePayments Code.

Where money has been transferred by you to another account in error, you are solely responsible to correct that error, and for any loss suffered by you.

Where money has been transferred to your account by someone else or you in error, you agree that:

- we may at our discretion disclose the name and number of your account to the payer where your account has been incorrectly credited;
- in the event of a dispute, we may pay the funds to a court pending resolution of any dispute; and
- if we reasonably believe that your account has been incorrectly credited in error, we may at our discretion freeze that amount in your account, reverse those funds from your account, or deduct the amount of those moneys from your account.

We are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to us for the operation of your account.

#### **2.29 // Holds on Funds/Payment Refusal**

We may place any funds in your account on hold (which means that you will not be able to withdraw those funds) if we reasonably believe that:

- another party may have an entitlement to some or all of those funds;
- the funds have been transferred or deposited into your account in error;
- there is a dispute between the accountholders or signatories to the account;
- there is any cause for suspicion or concern in relation to the funds in your account;
- it is reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, or to prevent loss to you or us (including if there is suspected fraud); and
- it is necessary to comply with the law or any applicable code or to protect our legitimate interests.

If we or any correspondent banks have reasonable grounds for suspecting or believing that a transaction directly or indirectly contravenes or will contravene any applicable law, including but not limited to, anti-money laundering and anti-terrorism laws and regulations, we can refuse to process it and reserves all its rights to disclose the transaction to any government entity, regulatory authority or to any other person we reasonably consider necessary for these purposes. We or any correspondent banks will not be liable for any loss or damage suffered due to the transaction contravening any such laws.

#### **2.30 // Direct bank feeds**

We can facilitate an electronic copy of your account information directly to your business or to your accountant. A direct bank feed eliminates the process of manual data entry and provides accurate and timely data. For details of accounting solutions which are enabled to receive a direct bank feed from us, please visit our website.

## 2.31 // Changes to your details

You must promptly notify us if you or any person authorised to make transactions on your account changes name, signature, residential or postal address, email address, or phone number.

If you wish to change the name of your account, we will require proof of your name change.

## 2.32 // Notifications

Any notice or other document may be given to you by sending it to the last address you gave us. Except where it contravenes a law or the ePayments Code, if we send a notice or other document to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of post.

Where permitted by law, or if you have consented, we may send notices or other documents to you electronically.

Unless you tell us otherwise, all correspondence for entities (eg. companies, businesses etc) will be sent to the entity accountholder. In the case of joint accounts or accounts held by multiple individuals, all correspondence will be forwarded to the primary accountholder (that is, the first person whose name appears on the account).

## 2.33 // Dormant accounts

Where an account has no customer initiated transactions (withdrawal or deposit) for a period of two years, the account will be classified as “dormant”.

Where we are required by law, we may remit certain balances of dormant accounts to the Commonwealth as “unclaimed money”. Please contact us for further details.

## 2.34 // Account closures

If you request us to close your account, we will only do so if the following conditions have been met:

- If your account is a joint account, the account can only be closed if the required number of accountholders authorise the closure.
- All cards issued on the account must have been cancelled.
- If you have deposited any cheques to your account, you cannot close your account until all cheques have been cleared.
- If your account is only able to be operated under an ATO (eg. business accounts and children’s accounts), the account can only be closed if all persons authorise the closure.

We can close or suspend your account without giving you prior notice if:

- your account has maintained a zero balance for one year and has had no customer initiated transactions during that period;
- we consider it reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, or to prevent loss to you or us (including if there is suspected fraud);
- we are required to by law;
- you have given us information that is materially false or misleading and is such that we would not have provided the account or service if we had known the correct information;
- we have requested updated information about you (including identification information) to meet our regulatory obligations and you have not provided the required information to us (for example, because you have not responded to our request because we are unable to get in contact with you); or

- where the terms and conditions applicable to your specific account specify that your account will be closed.

We can close or suspend your account by giving you reasonable notice if we are satisfied that there are valid commercial reasons for doing so.

If you overdraw your account and the amount is not paid within 87 days from the date your account became overdrawn, we may close the account but we will give you notice before we do.

We will endeavour to give you notice before closing your account. If we are unable to do so, we will notify you as soon as practicable afterwards. If we decide to close your account, we will act reasonably and will comply with any applicable codes or laws.

When your account is closed, any credit balance and any accrued interest will be paid to you. If there are any outstanding fees, charges or other amounts owing to us, we will deduct these first.

You should cancel any direct debits you have authorised before your account is closed. If transactions are received after your account is closed, they may be returned. Alternatively, the transactions may be posted to your account, in which case we may notify you of the amount owing and you must pay us that amount immediately. You must pay us any fees that result from transactions being posted to your account after the account has been closed.

## 2.35 // Ownership rights

We own all debit cards, credit cards, passbooks, cheques, cheque books, and any other access methods we issue you. We can request the return of any of these items if there is a valid reason for doing so.

## 2.36 // Loss or damage if you are in breach

You agree to pay us for any costs, losses, liabilities and expenses we may sustain if:

- you do not comply with any law or regulation that applies to your account or transactions on your account;
- you do not comply with our Terms and Conditions;
- there is any breach by you as a trustee or director; or
- you voluntarily or carelessly disclose your login details to anyone,

except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, any of our employees or our agents, or a receiver we appoint.

## 2.37 // Lost or stolen cards, access code, passbooks or cheques

If your debit card, credit card, passbook, cheque book, access code, PIN, or any access method is stolen, lost or misused, or you suspect it has been misused, you must call us immediately on 1300 138 831 during normal office hours.

If you fail to notify us promptly when you become aware that any of the above is stolen, lost or misused, or suspect that it has been misused, you may be liable for unauthorised transactions processed to your account. Any stolen items must be reported to the police as we may require a police report if you wish to make a claim that a transaction on your account was not authorised by you.



### 3. Product Packages

From time to time we may group various banking products and services into a product package. These product packages may include incentives or rewards, or may be made available in return for a fee.

Product packages are issued under their own terms and conditions, which are available on request, and are only available to eligible customers under those specific terms and conditions.

The products and services available under these packages may be issued directly by us or in association with third parties.

### 4. Electronic Banking Terms and Conditions

#### 4.1 // Introduction

This section sets out the terms and conditions that apply to electronic banking.

We will comply with the requirements of the ePayments Code where our dealings with you fall under that code. The ePayments Code applies to payment, funds transfer and cash withdrawal transactions that are:

- initiated using electronic equipment; and
- not intended to be authenticated by comparing a manual signature with a specimen signature.

The ePayments Code also applies to the following transactions:

- electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature;
- bill payment transactions;
- internet banking transactions or mobile banking app transactions;
- online transactions performed using a card number and expiry date;
- online bill payments (including BPAY);
- transactions using facilities with contactless features and prepaid cards that are not intended to be authenticated by comparing a manual signature with a specimen signature;
- direct debits;
- transactions using electronic toll devices;
- transactions using mobile devices;
- transactions using electronic public transport ticketing facilities;
- mail order transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature; and
- any other transaction specified by ASIC under the ePayments Code as a transaction to which the ePayments Code applies.

References in this section to your card include your debit card and credit card if applicable.

#### 4.2 // Security requirements for your access codes

In these Electronic Banking Terms and Conditions, "access code" means your PIN, your password, your Internet Banking or Open Banking One Time Password, your internet banking or mobile banking app access code and/or any other secret code we may give you to access your account.

Your access code is the key to your account when you use certain electronic equipment. Your access code is valuable and should be kept secret. Failure to do so may increase your liability for any loss.

To protect your account against unauthorised transactions, where one or more access codes are needed to perform a transaction, please ensure that you adhere to the access code security requirements below.

You must not:

- voluntarily disclose any of your access codes to anyone, including a family member or friend;
- share your access codes with any other person, including any verbal or written request from any person (including anyone purporting to be our representative). No one should ask for your access codes, including a financial institution employee, police, merchant or any other person;
- write or record your access codes on a computer or electronic device required to perform a transaction without making a reasonable attempt to protect the security of the access codes;
- write or record your access codes on your card without making a reasonable attempt to protect the security of the access codes;
- if a device is needed to perform a transaction (such as your card), keep a record of your access codes on anything carried with your device or liable to be lost or stolen at the same time as your device without making a reasonable attempt to protect the security of the access codes;
- keep a written record of your access codes on one or more articles liable to be lost or stolen at the same time without making a reasonable attempt to protect the security of the access codes;
- select a numeric access code that represents your date of birth, or an alphabetical password or access code that is a recognisable part of your name; or
- otherwise act with extreme carelessness in failing to protect the security of your access codes (ie. with a degree of carelessness that greatly exceeds what would normally be considered careless behaviour).

You must always use care to prevent anyone seeing your access codes being entered.

#### 4.3 // Lost or stolen cards, passwords or access codes

You must immediately notify us if you become aware or suspect that your password, access code, card or PIN is lost, stolen, disclosed or used without your authority. You must not then continue to use your password, access code, card or PIN. We will arrange for you to select a new code.

If you report that your card has been lost or stolen, the card will be cancelled as soon as you notify us.

If you recover a lost or stolen card, you must return the card to your nearest branch for destroying as soon as possible.

You can report a lost or stolen password, access code, card or PIN by visiting any of our branches, phoning us on 1300 138 831 during normal office hours, or phoning us on 1800 072 111 after office hours.

#### 4.4 // Bank@Post

Bank@Post is a facility at many Australia Post outlets (displaying the Bank@Post sign) which allows you to use your card to transact over the counter to withdraw, deposit or check account balances on your approved Auswide Bank deposit, line of credit and business overdraft access account.

A receipt will be issued on each transaction.

We will tell you if you can make Bank@Post transactions on your account, and we may cancel this service at any time. We may charge a fee for processing transactions made using Bank@Post.

Bank@Post and its associated device marks are trademarks (registered or otherwise) of the Australian Postal Corporation ABN 28 864 970 579 - all rights reserved. Limits apply on withdrawals. Some postal outlets do not have an electronic link to the Bank@Post network. Bank@Post is only available on selected account types. Cheque deposits will only be accepted if they are made payable in the name of the cardholder; to Auswide Bank for the credit of the cardholder to "Auswide Bank" or to "Cash". Cheques made payable to third parties or joint accountholders will not be accepted.

#### 4.5 // ATMs

Your card may be used to transact on your transaction, on-call investment or selected line of credit access account at ATMs belonging to financial institutions across Australia and overseas.

For transaction fee charging purposes, ATMs are categorised as:

- "Auswide Bank" branded ATMs; or
- "non-Auswide Bank" ATMs (ie. ATMs belonging to other financial institutions).

At "Auswide Bank" branded ATMs, you may use your card to withdraw cash, check your account balances, or change your PIN.

You can find out where our ATMs are located by visiting one of our branches, by phoning us, or on our website.

Your card may also be used at any ATM in Australia or overseas to withdraw or check account balances. A fee may be charged for using a "non-Auswide Bank" ATM.

#### 4.6 // EFTPOS

Your card may also be used to access funds in your account at thousands of POS (Point of Sale) terminals across Australia that display the EFTPOS and card symbols.

You can pay for goods and services, and the purchase price will be automatically deducted from your transaction, on-call investment or line of credit access account.

#### 4.7 // Processing instructions

You authorise 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 processing an instruction, or may ask you for further information before processing a transaction. 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 debited from

your account, you must report this to us as soon as possible by phone, by email, or in writing.

If you deposit 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, you will be notified of the difference as soon as possible and 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 are not responsible for the goods and services supplied by the merchant (to the extent permitted by law).

You acknowledge 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; and
- not all electronic equipment will allow you to make deposits.

Once we have received and processed your instruction, an immediate transfer or BPAY payment cannot be revoked or stopped.

Future dated transfers or BPAY instructions can be revoked or changed if you instruct us to do so either in writing or through internet banking before the transaction is scheduled to occur.

#### 4.8 // 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 you have exceeded your agreed credit limit;
- we believe that your access to accounts through electronic equipment may cause loss to you 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 you may access using our internet banking or mobile banking app have been closed or are inactive, or the account you have nominated fees and charges to be charged to is closed;
- we suspect you of being fraudulent or engaging in inappropriate behaviour;
- we become aware that you do not meet, or cease to meet, our eligibility criteria for the card or electronic access; or
- for any other reason by giving you not less than three months written notice unless the withdrawal of electronic access is prohibited by law.

We may at any time change the type of accounts that may be operated, or the types of electronic transactions that may be made, through particular electronic equipment.

We may also at any time suspend your right to participate in the BPAY scheme.

You can request to de-register from internet banking and mobile banking app at any time by contacting us.

## 4.9 // Unauthorised transactions

This section applies to unauthorised transactions. It does not apply to a transaction performed by you or by anyone with your knowledge and consent.

If there is any inconsistency between the terms and conditions in this section and the ePayments Code, liability for losses resulting from unauthorised transactions will be determined by the ePayments Code.

We will accept a report of an unauthorised transaction if we receive the report within 6 years from the day that you first became aware, or should reasonably have become aware, of the unauthorised transaction. If you report an unauthorised transaction, we will make reasonable efforts to obtain from you certain information to enable us to investigate the transaction.

### 4.9.1 // When you are not liable for losses

You will not be liable for loss arising from an unauthorised transaction if the cause of the loss is:

- the fraudulent or negligent conduct of our employees, agents or third parties involved in networking arrangements, or of merchants, their agents or employees;
- a card, account number or access code which is forged, faulty, expired or cancelled;
- a transaction that requires the use of any card or access code that occurred before you received or selected the card or access code (including a reissued card or access code);
- a transaction being incorrectly debited more than once to the same account;
- an authorised transaction that occurs after you have notified us that your card has been misused, lost or stolen, or that the security of your access code has been breached; and
- an unauthorised transaction that can be made using an account number without an access code.

Where a transaction can be made using a card, or a card and account number, but does not require an access code, you will be liable only if you unreasonably delay reporting the loss or theft of the card. You are not liable for an unauthorised transaction if it is clear that you have not contributed to the loss.

### 4.9.2 // When you are liable for losses

If section 4.9.1 (“When you are not liable for losses”) does not apply, and we can prove on the balance of probability that you have contributed to a loss arising from an unauthorised transaction through fraud or by breaching an access code security requirement (as set out in section 4.2 (“Security requirements for your access codes”)):

- you are liable in full for the actual losses that occur before we are notified of the loss, theft or misuse of a card or breach of an access code security requirement; but
- you will not be liable for the portion of the losses:
  - incurred on any one day that exceed any applicable daily transaction limits;
  - incurred in any period that exceed any applicable periodic transaction limit;
  - that exceed the balance of the account, including any pre-arranged credit, or
  - incurred on any account that we and you had not agreed could be accessed using the card or account number and/or access code used to perform the transaction.

Where:

- more than one access code is required to perform a transaction; and
- we can prove that you breached an access code security requirement for one or more (but not all) of the required access codes,

you will only be liable if we can also prove on the balance of probability that the breach of the access code security requirement was more than 50% responsible for the losses when assessed together with all the contributing causes.

You are liable for losses arising from unauthorised transactions that occur because you contributed to losses by leaving your card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

If we can prove on the balance of probability that you have contributed to losses resulting from an unauthorised transaction by unreasonable delaying reporting the misuse, loss or theft of a card, or breach of an access code security requirement, you will be liable for the actual losses that occur between:

- when you became aware of the security compromise, or in the case of a lost or stolen card, should reasonably have become aware; and
- when we were notified of the security compromise.

However, you will not be liable for the portion of the losses:

- incurred on any one day that exceeds any applicable daily transaction limit;
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the balance of the account, including any pre-arranged credit; or
- incurred on any account that we and you had not agreed could be accessed using the card and/or access code used to perform the transaction.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction, and an access code was required to perform the unauthorised transaction, you are liable for the least of:

- \$150 or a lower figure determined by us;
- the balance of the account/s (including any pre-arranged credit) which we and you have agreed could be accessed using the card and/or access code; or
- the actual loss at the time we are notified of the misuse, loss or theft of a card, or breach of an access code security requirement (but not the portion of the loss incurred on any one day which is greater than any daily transaction limit or other periodic transaction limit).

### 4.9.3 // Investigating unauthorised transactions

If you report an unauthorised transaction to us, we will complete our investigation and advise you of the outcome in writing within 21 days of receiving that report unless we need more time to complete our investigation (in which case we will let you know in writing). However, if a report of an unauthorised transaction is settled to the complete satisfaction of you and us within 5 business days, we are not required to advise you in writing of the outcome of the report unless you request a written response.



We will complete our investigation of a reported unauthorised transaction within 45 days of the unauthorised transaction being reported to us unless there are exceptional circumstances.

#### 4.10 // Equipment malfunction

If any system or equipment used to effect an electronic banking transaction is faulty, and you suffer any loss, you must phone us immediately and then inform us of the details in writing. We will look into the problem as soon as possible.

You are not liable for any loss caused by the failure of a system or equipment to complete a transaction that was accepted in accordance with your instructions. However, if you were aware, or should reasonably have been aware, that the system or equipment was unavailable for use or malfunctioning, our liability will be limited to correcting any errors and refunding any charges or fees imposed as a result.

We are also not liable if you cannot make a transaction because the electronic system or equipment;

- did not recognise your card, or kept your card, for any reason other than faulty electronic equipment;
- did not work because of your deliberate or negligent act;
- was not used in accordance with these terms and conditions;
- was faulty in a way that was outside our control or the equipment owner's control, and you should have been reasonably aware that it was faulty; or
- was not designed to handle the kind of transaction you wanted to make.

You are solely responsible for your own computer and mobile phone anti-virus and security measures, and those of any unauthorised user, to help prevent unauthorised access to your transactions and accounts through internet banking or mobile banking app.

#### 4.11 // Problems with electronic banking

If you experience a problem in relation to a transaction (including any entry on a statement), please call us or visit one of our branches as soon as possible. We need to know details about the type of electronic terminal, location, and the problem experienced. We will investigate the problem, and if we cannot solve it immediately, we will tell you in writing of the steps we will take and how we intend to solve the problem.

If the investigation shows your account has been wrongly adjusted, we will correct this (and make similar corrections to any interest or charges). We will tell you in writing of any such changes.

If we think you are partly or wholly responsible for the problem (pursuant to section 4.9 ("Unauthorised transactions")) that was the basis of the complaint, we will tell you this in writing.

#### 4.12 // Changes to electronic banking

We will give you at least 20 days prior written notice of any changes which:

- impose or increase fees or charges for issuing or replacing a card or access code;
- impose or increase fees or charges for performing transactions;

- increase your liability for losses relating to transactions;
- impose, remove or change your daily or other periodic limit on transactions, accounts or electronic equipment (eg. limits on the number or value of ATM withdrawals).

We are not required to give prior notice of any reduction or cancellation of daily card limits for cash withdrawals, purchases and transfers using electronic banking, or any other change to these Electronic Banking Terms and Conditions, which is required to immediately restore or maintain the security of a system or an individual account, including the prevention of systemic or individual criminal activity (such as fraud).

Subject to the law and our Terms and Conditions, we can tell you about other changes to your electronic banking by:

- a notice on or with your statement;
- a notice on ATMs or at our branches;
- secure message services on our internet banking service if you have agreed to this method;
- press ads; or
- written correspondence.

### 5. Visa Debit Card Terms and Conditions

This section applies if you have an Auswide Bank Visa Debit Card (which includes payment devices such as wearables) and governs the operation and use of that card.

These terms and conditions should be read in conjunction with the Electronic Banking Terms and Conditions (see section 4 of this guide).

You should also refer to the fees and charges guide relevant to your particular account.

#### 5.1 // Visa Debit Card

The Visa Debit Card allows you to access your own funds on selected Auswide Bank account types in Australia or overseas.

Auswide Bank offers two options of Visa Debit Cards - a "Full Access" Visa Debit Card and a "Limited Access" Visa Debit Card. Both options may not be available to you.

"Full Access" Visa Debit Cards can be used:

- at Australian and overseas ATMs, Auswide Bank branches and Bank@Post;
- to pay for goods and services using EFTPOS in Australia and overseas, including payWave contactless purchases; and
- to shop online and make phone or mail order purchases.

"Limited Access" Visa Debit Cards can be used:

- at Australian and overseas ATMs, Auswide Bank branches and Bank@Post;
- to pay for goods and services using EFTPOS in Australia and overseas, including payWave contactless purchases.\*

\* Restrictions have been applied to "Limited Access" Visa Debit Cards which are designed to prevent Visa online, phone and mail order transactions (ie. 'card not present transactions') and limit the amount on Visa network transactions. However, we cannot warrant that such restrictions will apply if your Visa Debit Card is used fraudulently or if the transaction is incorrectly processed by a merchant.

## 5.2 // Eligibility criteria

A Visa Debit Card is available to customers of at least 11 years of age who meet Auswide Bank's eligibility criteria.

You may apply for a Visa Debit Card as follows:

- 11 to 15 years – “Limited Access” Visa Debit Card; or
- 16 years and over – “Limited Access” or “Full Access” Visa Debit Card.

## 5.3 // Card validity and expiry

Any Visa Debit Card issued by us to you is for use on your account and remains our property. When you receive your Visa Debit Card, for security reasons, you must sign it immediately. It should only be used within the “valid from” and “until end” dates. As soon as your Visa Debit Card expires, it must be destroyed by

cutting it into several pieces, ensuring that the magnetic strip and chip are cut in half, and disposing of them securely.

## 5.4 // Your responsibility for use

You are responsible for each purchase and cash withdrawal made using your Visa Debit Card. This is whether the purchase or cash withdrawal is made at your request or by the use of your Auswide Bank Visa Debit Card. There are limits on your liability for unauthorised use of your Visa Debit Card (see sections 5.15 (“Loss or theft of a card or PIN”), 5.16 (“Your liability for unauthorised transactions”) and 5.18 (“Disputed transactions”) of this guide).

You are responsible for the security of any Visa Debit Card issued to you. Any Visa Debit Card issued to you is for your use only and you are responsible for keeping your Visa Debit Card in a safe place and providing protection from theft and misuse.

## 5.5 // Daily withdrawal limit

THE FOLLOWING MAXIMUM DAILY WITHDRAWAL LIMITS WILL APPLY		
<ul style="list-style-type: none"><li>• Australian ATMs</li><li>• EFTPOS transactions where the “SAV” or “CHQ” button is selected</li></ul>	You will be advised of this maximum daily transaction limit when the Visa Debit Card is issued to you, and you will be subsequently advised of any changes we make to the limit. You can change your limit by either writing to us or visiting one of our branches.	<ul style="list-style-type: none"><li>• We can apply and vary a “combined” daily limit on the value of withdrawals you make using these access methods on any one day</li><li>• You may vary this amount on application</li></ul>
Visa network transaction daily withdrawal limit	<b>Up to available balance of account</b>	Visa network includes the following transactions: <ol style="list-style-type: none"><li>1. payWave contactless transaction (up to \$100 per transaction without entering PIN)</li><li>2. Overseas ATMs and EFTPOS</li><li>3. Overseas and domestic transactions where the “CR” button is selected</li><li>4. Signature based paper transactions</li><li>5. Mail order, phone or internet transactions (not available on “Limited Access” Visa Debit Card.)</li></ol>
Visa network limit per transaction	<b>“Limited Access” Card Maximum \$500 per transaction</b>	
	<b>“Full Access” Card No Limit</b>	

## 5.6 // Use of your Visa Debit Card

Your Visa Debit Card may be honoured by financial institutions and merchants displaying a sign or other promotional material that identifies the Visa card scheme. This does not mean that all goods and services available at those premises may be purchased by use of your Visa Debit Card.

You can make withdrawals from ATMs where the Visa PLUS logo is displayed (fees and charges may apply). You may be able to use your Visa Debit Card details through an electronic banking facility.

This includes when the Visa Debit Card details are used at a merchant by mail, phone order or through the internet to pay for goods or services. Where you use your Visa Debit Card details through an electronic banking facility:

- use of your Visa Debit Card will be subject to the Electronic Banking Terms and Conditions (see section 4 of this guide); and
- where these Visa Debit Card Terms and Conditions conflict with the Electronic Banking Terms and Conditions, the Electronic Banking Terms and Conditions prevail.

You should ensure the transaction amount is correct before:

- you sign vouchers or transaction records given to you by merchants or a financial institution;
- you enter your access code (which includes your PIN or other identifying number and/or password) at an electronic banking facility; and
- authorising the amount for a Visa Easy Payment Service transaction.

You should ensure that you request a receipt for all transactions.

By signing a voucher or transaction record, or by entering your access code at an electronic banking facility, you indicate your agreement that the transaction amount is correct.

Subject to any applicable law, we are not responsible for goods or services supplied to a cardholder. Any complaint must be resolved with the merchant.

A Visa Debit Card transaction cannot be changed. It is an unchangeable order by you to us to process the transaction. You may not request us to alter or stop payment on the transaction. You may only cancel periodical debits authorised to be made to your Visa Debit Card by contacting the merchant.

Your Visa Debit Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by any law in your jurisdiction. We may block the use of your Visa Debit Card where we suspect there is or has been inappropriate, unauthorised or unlawful activity on your Visa Debit Card.

Parties other than us may from time to time offer certain goods and services to you free of charge, or at a particular price, in connection with your Visa Debit Card. We are not responsible for any of these goods or services, or the failure of such a party to provide these goods or services.

We may at any time refuse to process a particular transaction/s or a transaction/s with a particular merchant on your Visa Debit Card if we consider it is reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, or to prevent loss to you or us (including if there is suspected fraud).

## 5.7 // Recurring payments

You may give your Visa Debit Card details (eg. card number, expiry date and security code) to a merchant to allow them to charge your Visa Debit Card regularly to pay for goods or services they provide to you. This is called a “recurring payment arrangement”. You should maintain a record of any recurring payment arrangement you elect to enter into with a merchant. If you wish to change or cancel any recurring payment arrangement, you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the recurring payment arrangement, we must accept the merchant’s transaction. If possible, you should retain a copy of your change/cancellation request. If the merchant fails to act in accordance with those instructions, you may have the right to dispute it.

If your Visa Debit Card details change (for example, because your card has been lost, stolen or cancelled), you must notify any merchant with whom you have a recurring payment arrangement, and inform them of your new card details (if any) to ensure those arrangements continue. If you don’t, your recurring payment arrangement may not be honoured by us, or the merchant may stop providing the goods or services.

## 5.8 // Limits on use

Your Visa Debit Card may not be accepted unless it displays your signature and is used during the validity period shown on the card.

The “available balance” of your account is the amount in your account we allow you to withdraw.

The available balance of your account will be reduced by the amount of:

- any transaction for which a merchant seeks, and we are given, authorisation (even if the transaction is not completed at the time of the authorisation). This authorisation is for the purpose of establishing that there are sufficient funds available in your account for the transaction; and
- any debit to your account except to the extent that the relevant transaction has already led to a reduction in the available balance.

All purchases and cash withdrawals made using your Visa Debit Card are limited to the available balance of your account.

Restrictions have been applied to “Limited Access” Visa Debit Cards which are designed to prevent Visa online, phone and mail order transactions (ie. ‘card not present transactions’) and limit the amount on Visa network transactions. However, we cannot warrant that such restrictions will apply if your Visa Debit Card is used fraudulently or if the transaction is incorrectly processed by a merchant.

## 5.9 // Visa Secure and eftpos Secure

Visa Secure and eftpos Secure is an external service that provide you with extra protection and security when you make a purchase from a participating retailer through the internet using your “Full Access” Visa Debit Card.

Visa Secure and eftpos Secure enables you to authenticate that you are communicating with us during an online shopping transaction. This helps us to verify that it is you who is using your Visa Debit Card online before authorising the purchase.

### **5.9.1 // Using Visa Secure and eftpos Secure**

Visa Secure and eftpos Secure are only available in connection with participating online merchants. You will be required to use Visa Secure and eftpos Secure to make purchases online with participating online merchants.

For some participating Visa Secure and eftpos Secure merchants, you will receive an SMS authentication code to the mobile phone number you have provided to us. For some participating merchants, you will be prompted online to enter some additional personal information. Upon verification (ie. by entering either the SMS authentication code or answering the on-screen questions), your purchase can then proceed. Please note that some participating merchants will only verify an online purchase via SMS. If you have not supplied your mobile phone number to us, or it has changed, your online purchase will be declined. You can provide us with your mobile phone number by contacting one of our branches or phoning us.

If you are unable to provide the requested information to verify your identity, if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa Debit Card or payment for that transaction, and you may be unable to complete the online transaction.

If you have a question about the authentication process or a transaction using your Visa Debit Card, contact us.

### **5.9.2 // Termination of Visa Secure and eftpos Secure**

The Visa Secure and eftpos Secure services may be discontinued, terminated or suspended at anytime without giving you prior notice.

### **5.9.3 // Visa Secure and eftpos Secure participating online merchants**

You will know that an online merchant is a participating online merchant because you will see the Visa Secure and eftpos Secure logo and you may be asked to verify your identity before completing an online transaction with that merchant.

We do not endorse or recommend any participating online merchant in any way.

Your purchases or other dealings with merchants through Visa Secure and eftpos Secure, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the merchant. Except as otherwise set out in our Terms and Conditions, we have no responsibility or liability whatsoever arising out, of or related to, those dealings or the online store's goods, services, acts or omissions.

### **5.9.4 // Errors**

If you believe that a Visa Secure and eftpos Secure transaction is wrong or unauthorised, or that a periodic statement shows any unauthorised use or errors, you should contact us immediately.

### **5.10 // Contactless transactions**

Your Visa Debit Card includes Visa payWave and EFTPOS contactless technology. Contactless technology allows you to tap your card on a contactless POS terminal to make transactions through an embedded antenna in the card.

Purchases up to \$100 can be made simply and securely with Visa payWave or EFTPOS without a PIN. Contactless transactions over \$100 will be required to be authorised with your PIN.

The Visa payWave and EFTPOS contactless feature cannot be turned off however, the option to use this functionality is at the discretion of the cardholder.

You must notify us promptly if your Visa Debit Card is lost or stolen, or if there is any unauthorised use of your Visa Debit Card.

There are limits on your liability for unauthorised use of your Visa Debit Card. See sections 5.15 ("Loss or theft of a card or PIN"), 5.16 ("Your liability for unauthorised transactions") and 5.18 ("Disputed transactions") for further details.

Visa payWave transactions are backed by Visa's Zero Liability policy\* – a guarantee from Visa that you will not be held responsible for fraudulent charges to your Visa Debit Card.

\* Visa Zero Liability policy does not apply to ATM transactions or transactions not processed by Visa.

### **5.11 // Processing of instructions by Auswide Bank**

Your account will be debited with, and you agree to pay to us:

- each purchase;
- each cash withdrawal; and
- fees and charges payable under our Terms and Conditions and any other terms and conditions we may give you in respect of your particular accounts and services we provide.

You agree that:

- the amount shown on a sales voucher or any other evidence of a purchase is sufficient evidence of the purchase; and
- the amount shown on a cash withdrawal voucher, receipt, or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal, regardless of whether the voucher or other evidence is signed by you.

We may assign any date we consider appropriate to a debit or credit to your account, or may adjust any debit or credit for the purposes of correction.

### **5.12 // Transaction and currency conversions**

You can check your account and transactions at any time using internet banking or mobile banking app.

If your Visa Debit Card or card details are used to make a transaction in a foreign currency, the way amounts are converted to Australian (AUS) dollars will be treated as follows:

- Purchases, cash withdrawals, refunds, and any other charges incurred in currencies other than AUS dollars are converted to AUS dollars (directly from United States, Canadian, New Zealand and Singapore dollars, pound sterling, euros and Japanese yen or, if in a currency other than these currencies, first to US dollars) as at the dates they are processed by Visa International using exchange rates determined by them.
- The exchange rates used by Visa International to convert a foreign currency transaction to AUS dollars are wholesale market rates selected by Visa International from within a range of wholesale rates or the government-mandated rate, in effect one day prior to the Visa International Central Processing Date. The converted AUS dollar amount, including the percentage charged for the currency conversion fee, will appear on your statement as the transaction amount.

An overseas transaction fee may be charged to your account for foreign ATM cash withdrawals.

Refunds incurred in currencies other than \$AUS are converted to \$AUS as at the date they are processed by Visa International using exchange rates determined by them. This often results in the refund being converted using a different exchange rate from the one used to convert the original purchase or cash withdrawal.

### 5.13 // Protecting your card, PIN and other codes

Because anyone who has your Visa Debit Card and access code (including your PIN or other identifying number and/or password) can make transactions on your account, you must take special care to protect them. You must:

- sign your card as soon as you receive it;
- carry your card with you whenever you can;
- regularly check that you still have your card; and
- not give your card to anyone else, including a family member or friend.

Your Visa Debit Card and your PIN will be mailed to you separately. Your PIN will be a four-digit number allocated to you by us. You may change the PIN allocated to you to one of your own choice at any time by visiting one of our branches, any “Auswide Bank” branded ATM or, if available, online via internet banking or mobile banking app. If you are travelling overseas, you will need to have a four-digit PIN. For the guidelines on safeguarding your PIN, please refer to the Electronic Banking Terms and Conditions (see section 4 of this guide).

### 5.14 // Card re-issue

We may issue a new Visa Debit Card to you at any time. All re-issued cards are subject to these Visa Debit Card Terms and Conditions. We reserve the right not to re-issue a Visa Debit Card.

### 5.15 // Loss or theft of a card or PIN

You must immediately notify us if your Visa Debit Card or PIN record is lost or stolen, or if you suspect that an unauthorised transaction has been made on any of your accounts.

You must notify us of a lost or stolen Visa Debit Card or PIN, or an unauthorised transaction, by phoning:

- 1300 138 831 during normal office hours;
- 1800 252 730 after office hours; or
- +61 2 9959 7885 if you are calling from overseas.

Alternatively, you may visit one of our branches.

We may require you to confirm your report at one of our branches and complete certain documentation. If you lose your Visa Debit Card overseas, and we issue a replacement card, you may be charged a card replacement fee, and may have to cover the cost of a courier to send the replacement card.

### 5.16 // Your liability for unauthorised transactions

For full details of your liability for losses resulting from unauthorised Visa Easy Payment Service transactions, refer to the Electronic Banking Terms and Conditions (see section 4 of this guide).

Under Visa’s Zero Liability policy, you won’t be held responsible for fraudulent charges or unauthorised purchases made with your Visa Debit Card or account information\*. This means that if you suffer a loss as a result of a fraudulent transaction, we will credit your account with the amount of the loss provided you:

- did not contribute to the loss; and

- have notified us promptly of the fraud.

\* Visa’s Zero Liability policy does not apply to ATM transactions, transactions not processed by Visa, or certain commercial card transactions.

### 5.17 // Emergency card replacement and emergency cash

If your Visa Debit Card is lost or stolen while you are overseas, you may request a replacement Visa Debit Emergency Card by contacting us, or by calling the Visa International Service Centre (VISC) which is available 24 hours a day, 7 days a week (visit [www.visa.com.au/contact-us.html#Call%20us](http://www.visa.com.au/contact-us.html#Call%20us) for toll free contact numbers). The Visa Debit Emergency Card will be sent to you as quickly as possible, usually within three business days depending on your location. You remain liable and responsible for the proper use of the Visa Debit Emergency Card and any transactions made using the Visa Debit Emergency Card or its card details. A fee may be payable for this service.

If you require any emergency cash, and we approve, VISC will arrange an emergency cash disbursement for you to use until your new replacement card is received. Emergency cash can be provided at any Emergency Service Location (ESL) around the globe, including a network of cash disbursement agencies such as Convera. A fee may be payable for this service.

### 5.18 // Disputed transactions

A disputed transaction may include:

- an unauthorised Visa Debit Card transaction— which is a transaction you believe was not authorised by use of your Visa Debit Card; or
- a general dispute – which is a transaction you wish to dispute generally. This may include a transaction which has been processed to your Visa Debit Card more than once, or a transaction which was authorised by the use of your Visa Debit Card which you wish to dispute.

Even if you notify us of a disputed transaction, you remain liable for any cash withdrawal or purchase made by using your Visa Debit Card.

#### 5.18.1 // Notification procedure for disputed transactions

You must immediately notify us of any disputed transaction. You should read each account statement carefully as soon as you receive it. You may also wish to check your current transaction history through internet banking or mobile banking app (if applicable).

To report a disputed transaction, call the number printed on your account statement or on the back of your Visa Debit Card. You must give us any information you have about how the disputed transaction occurred, and we may require you to confirm the details of the disputed transaction in writing.

### 5.19 // Dispute rights

Visa has a dispute resolution process under its operating rules which sets out the specific circumstances and timeframes in which a member of the scheme (eg. a financial institution like Auswide Bank) can claim a refund in connection with a disputed transaction on your behalf. This is referred to as a “dispute right” (or a “chargeback right”).

This “dispute right” does not apply to transactions at EFTPOS terminals which access your nominated account using the “savings” or “cheque” option.



Our ability to investigate any disputed transaction on your Visa Debit Card, and subsequently process a chargeback, is restricted by the time limits imposed under Visa's operating rules.

While your dispute is being investigated by us, the value of the disputed transaction will be withheld against your account until the dispute is resolved.

#### **5.19.1 // Timeframe for notifying us**

We may not be able to dispute a transaction on your behalf (where a dispute right exists) if you do not notify us of the disputed transaction within the required timeframes.

This means that you must report any disputed transaction to us immediately, or no later than 75 days after the date of transaction on your receipt, if you would like us to process a chargeback. We will only process a chargeback for you if you have notified us of the disputed transaction within this required timeframe.

If it can be shown that you have unreasonably delayed notifying us of a disputed transaction, you may be liable for any loss.

We will not accept a refusal of a dispute by a merchant's financial institution unless it is consistent with the relevant Visa scheme rules.

#### **5.19.2 // Electronic transactions**

If the ePayments Code applies to a disputed transaction, the timeframes above may not apply in certain circumstances. The procedures for resolving disputed electronic transactions are set out in the Electronic Banking Terms and Conditions (see section 4 of this guide).

### **5.20 // Cancellation or suspension of your card**

#### **5.20.1 // Cancellation or suspension by us**

We may cancel your Visa Debit Card at any time without notice if we consider it reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, or to prevent loss to you or us, (including if there is suspected fraud). We may also suspend your Visa Debit Card at any time without notice. If your card has been cancelled, you must not use it. You must destroy your card by cutting it into several pieces (ensuring that the magnetic stripe and chip is cut in half) and disposing of it securely, or alternatively you may return the card to us at one of our branches or by post.

#### **5.20.2 // Cancellation by you**

You may cancel your Visa Debit Card at any time by calling 1800 072 111 within Australia or +61 2 9959 7884 if overseas, or by returning your card to us at one of our branches or by post. A cancellation may not be effective until the card has been returned, or you have taken all reasonable steps to have the card returned to us. If you are the accountholder and the card in question is held by another person, we will require you to contact that person, if possible, and request them to return the card to you so that you can return it to us.

If your card has been cancelled, you remain liable for any transactions:

- made using the card prior to or after cancellation of your card; and
- made using the card number for mail, internet, phone and standing order transactions which have not been cancelled prior to cancellation of your card.

We may seek to recover these funds from you.

#### **5.20.3 // Terms and Conditions continue after cancellation**

These Visa Debit Card Terms and Conditions will continue after your Visa Debit Card is cancelled or your account is closed, and until any outstanding amounts to be debited to your account are paid (whether the amounts are accrued or charged before or after the cancellation of your card or closure of your account).

## **6. Internet Banking and Mobile Banking App Terms and Conditions**

This section applies to the use of internet banking and mobile banking app, including use of these services to make a transfer, payment or BPAY payment.

Internet banking and mobile banking app are available on application to approved customers. Details can be obtained from us upon request.

You must log on to internet banking and mobile banking app within 21 days of registration, otherwise your registration will be cancelled.

You may request to cancel your internet banking and mobile banking app access to all or any account at any time.

### **6.1 // Daily transaction limits**

We may at our discretion impose or change (including by imposing a new limit type) daily transaction limits. You can find out current transaction limits by visiting our website or logging on to your internet banking.

We may allow you to change the daily transaction limits set by us at our discretion. If we allow you to change your daily transaction limits, you may be required to do so in writing using a form approved by us.

If you request that you increase your daily transaction limit:

- you may increase your liability for unauthorised transactions;
- we may re-impose the requirement for SMS Secure security for internet banking transfers from your account at any time to minimise your liability for unauthorised transactions; and
- we may reduce your new daily transfer limit at any time to minimise your liability for unauthorised transactions.

### **6.2 // Internet banking and mobile banking app**

Our internet banking service allows you to securely access your accounts 24 hours a day, 7 days a week, by accessing our website on a computer or mobile phone.

Child accountholders will have 'view only' access in internet banking while they are not a signatory on the account, and will have 'full access' upon being added as a signatory to the account at 11 years of age.

You may use internet banking to:

- check your account balance;
- view your transaction history and account details;
- view or print your account statements or authorise eStatements;
- make BPAY® payments\*;
- transfer funds between your Auswide Bank accounts\*;

- make payments\* to other accounts on a one-off or regular basis;
- view your periodical and pending payments;
- set up a new or delete pending payments;
- update your daily transaction limits#;
- change and reset your internet banking access code#;
- redraw advance loan repayments on selected home loans#;
- manage your cards – activate, lock, cancel and reorder#;
- share your account data with Data Sharing;
- set alerts on your accounts;
- view and update your contact details#;
- set up nicknames for your accounts;
- send and receive secure emails+;
- make multiple transfers simultaneously (e.g. employee payroll);
- view interest and tax information;
- export account transaction to a file;
- create a PayID for your account ^.

Note that any payments made to other financial institutions after 4PM AEST will be forwarded on the next business day. Future dated payments with a date that is a non-business day will be paid the next business day after the specified date.

\* Subject to restrictions on individual account types and cleared funds being available. Subject to daily transfer limit set by you. Except for payments directed to loan accounts.

# Can only be performed if registered for SMS Secure.

+ Some instructions may need to be received in writing with signatures.

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^ Subject to the PayID service being available for your account type.

When you apply to use internet banking, you will be issued with your client number and an initial internet banking access code. Your nominated accounts will then be activated for use. Every time you use internet banking, you will need to enter your client number and internet banking access code, after which you may transact on your account.

When you first use internet banking, you must change your initial internet banking access code to your own preferred internet banking access code. Your internet banking access code may be changed at any time.

Transactions made using internet banking will generally be processed to your account on the same business day we receive your instructions if we receive those instructions before 5PM AEST. Any transaction made after 5PM AEST may be processed on the following business day. Account information accessed using internet banking will generally reflect the status of the account at that time, except for transactions not yet processed.

Internet banking has been designed to operate with most standard browsers available from time to time, including Microsoft Edge, Google Chrome, Mozilla Firefox and Safari. However, not all browsers may be supported, and if you experience any difficulties, please contact us. Our responsibilities are limited to our website and internet banking systems. You are responsible for your own personal computing equipment, mobile, telephone and connection to the internet.

The Auswide Bank mobile app includes additional features. For further information on our mobile app visit our website. Additional terms may apply to using our mobile app and are available when you download the app.

### 6.3 // eStatements (electronic statements)

For certain account types, you can elect to receive eStatements (accessible under your customer profile in internet banking) instead of paper statements.

In order to receive and view eStatements, you must be registered for internet banking.

Not all Auswide Bank account types may be eligible to receive eStatements. eStatements are not available:

- if you have elected to operate a passbook; and
- for accounts held by an entity such as a business, club, deceased estate or formal trust. However, if you hold an authority to operate or an authority to access the account of such an entity, you can elect to receive eStatements.

If you elect to receive eStatements for an account, you agree to no longer receive paper statements for that account. However, paper copies of statements already issued to you are available on request (a fee may apply).

We may cancel or suspend your eStatements at any time and may revert back to sending you paper statements at any time. We will tell you if we cancel or suspend your eStatements.

You can change the frequency with which you receive eStatements, but your minimum statement frequency cannot be less than the minimum frequency required by law for your account type.

You may opt out of eStatements and revert back to receiving paper statements at any time (fees may apply). You can also elect to receive eStatements again at any time.

If you opt out of eStatements or deactivate your internet banking, or if we suspend or cancel your eStatements on an account or your internet banking, you will revert to receiving paper statements at the postal address we have on record for you.

By electing to receive eStatements, you agree to us sending you an email notification to your registered email address (and/or an SMS alert to your registered mobile phone number if this option is available) when your eStatement is available in internet banking. You agree that it is your responsibility to ensure that you can receive eStatement notifications.

### 6.4 // Protecting your account using SMS Secure

If you use internet banking and mobile banking app, you can help protect the security of your account by applying for Internet Banking SMS Secure. This is a free service.

If a transfer exceeds our specified third party daily transfer limit, it is compulsory for you to use Internet Banking SMS Secure. If a transfer is below our specified third party daily transfer limit, you may continue to initiate new third party payments, but without the added security of Internet Banking SMS Secure.

If you are registered for Internet Banking SMS Secure, you will be sent an SMS Secure code as a text message to your nominated mobile phone whenever:

- funds are requested to be transferred to a new third party payee;
- if the “Add to Payee List” box on the internet banking payment page is ticked;



- if the BSB or Account Number of an existing payee that has previously been authorised for SMS Payment Security is edited; or
- your contact details, such as your email or mailing address, are changed through internet banking and mobile banking app.

Once a payee has been authenticated by Internet Banking SMS Secure, any subsequent payments to the same payee will not have to be authenticated using Internet Banking SMS Secure again.

## **6.5 // Availability**

We are not responsible for any delays in acting on instructions received from you which result from a temporary breakdown of, or interruption in internet banking and mobile banking app, or any other circumstances beyond our reasonable control.

## **6.6 // Security of internet banking and mobile banking app**

We utilise a range of security measures, such as data encryption and firewalls, to protect your transactions and accounts from unauthorised access.

The contents of your internet banking and mobile banking app transactions are encrypted, which protects your password, account details and other sensitive information from being read by an unauthorised person.

## **6.7 // Instructions to us**

We will issue a receipt number to you or an authorised user upon receipt of an instruction for a funds transfer or bill payment transaction through internet banking and mobile banking app. Instructions will not be acted upon by us when they are not permitted by the terms and conditions applicable to the specific account/s (eg. withdrawal of funds from loan accounts). If we have instructions for more than one payment from your account/s, those instructions will determine the order or priority in which payments are made.

We may also assign any date we consider appropriate to a debit or credit you carry out. We may subsequently adjust debits and credits to accurately reflect the legal obligations of you and us. If we do this, we may make consequential changes (including interest charges).

We or another party (such as a merchant) may limit the amount of any electronic transaction you can make over certain periods (eg. during any day or in a single transaction). We may change any transaction limit or impose new transaction limits by giving you notice in writing.

## **6.8 // Mistaken internet payments**

We recommend that you always check your account, your updated passbook, or statement of account for mistaken internet payments. You can report a mistaken internet payment by visiting one of our branches or by calling us, and we will investigate whether a mistaken internet payment has occurred.

If we are satisfied that a mistaken internet payment has occurred, we will send the receiving bank a request for return of the funds no later than 5 business days from the time you report the mistaken internet payment. If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.

We will inform you of the outcome of a reported mistaken internet payment in writing within 30 business days of the report being made.

If you are not satisfied with the outcome of our investigation, you can make a complaint to us about how the report was dealt with. We will deal with the complaint in accordance with section 4.11 ("Problems or complaints about electronic banking").

### ***6.8.1 // Process where sufficient funds are available and the report is made within 10 business days***

If you report a mistaken internet payment within 10 business days of making the payment and:

- we and the receiving bank are satisfied that a mistaken internet payment has occurred; and
- we are advised by the receiving bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment,

the receiving bank must forward the funds to us no later than 10 business days after receiving our request to return the funds.

### ***6.8.2 // Process where sufficient funds are available and the report is made within 10 business days and 7 months***

If you report a mistaken internet payment between 10 business days and 7 months after making the payment and:

- we and the receiving bank are satisfied that a mistaken payment has occurred;
- we are advised by the receiving bank that there are sufficient credit funds available in the account of the unintended recipient to cover the payment; and
- the receiving bank prevents the unintended recipient from withdrawing the funds for 10 business days, and during this period the unintended recipient does not establish that they are entitled to the funds

the receiving bank must forward the funds to us within 2 business days of the expiry of the 10 business days period referred to above.

### ***6.8.3 // Process where sufficient funds are available and the report is made after 7 months***

If you report a mistaken internet payment more than 7 months after making the payment and:

- we and the receiving bank are satisfied that a mistaken payment has occurred;
- we are advised by the receiving bank that there are sufficient credit funds available in the account of the unintended cover the payment; and
- the unintended recipient consents to return of the funds; and the receiving bank must forward the funds to us.

### ***6.8.4 // Process following recovery of funds***

If the receiving bank recovers the funds from the unintended recipient and forwards the funds to us, we will return the funds to you as soon as practicable.

If the receiving bank is unable to recover the funds from the unintended recipient, you will be liable for losses arising from the mistaken internet payment.

### 6.8.5 // Process where sufficient funds are not available

If we and the receiving bank are satisfied that a mistaken internet payment has occurred, but there are not sufficient funds in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving bank must decide whether to:

- pursue the return of funds to the total value of the mistaken internet payment;
- pursue the return of funds representing only a partial amount of the total value of the mistaken internet payment; or
- not pursue any return of funds (whether partial or total).

In making this decision, the receiving bank must exercise discretion by appropriately weighing the interests of both you and the unintended recipient, using all information reasonably available to it about the circumstances of the mistake and the unintended recipient.

If the receiving bank determines that it is necessary to pursue the return of funds to the total value of the mistaken internet payment, it must use reasonable endeavours to retrieve the funds from the unintended recipient for return to you.

### 6.9 // Unintended recipients

If you receive a mistaken internet payment into your account, and we (as the receiving bank) are required to forward the funds to the payer's financial institution, you authorise us to withdraw the funds from your account and return the funds to the payer's financial institution. We will make any withdrawal of funds from your account in accordance with the process set out above that is applicable to receiving banks.

### 6.10 // Acceptable use policy

You may not use internet banking and mobile banking app to engage in conduct that in our reasonable opinion:

- is unlawful;
- interferes with any other person's access to internet banking and mobile banking app;
- is used as a vehicle for, or may cause or result in, financial abuse;
- is offensive, defamatory, harassing or threatening to any person;
- is profane derogatory or discriminatory;
- promotes or encourages physical or psychological harm to any person; or
- threatens or promotes terrorism.

If you fail to comply with our acceptable use policy, we may at any time without notice to you:

- refuse to process or complete any transaction, dealing or payment of yours; and/or
- suspend or terminate your internet banking and mobile banking app access.

If we do take such action, we will act fairly and reasonably towards you.

We are not liable for any loss, damage, cost or expense you incur as a result of us suspending or terminating your internet banking and mobile banking app access, or declining to process a transaction, dealing or payment, in these circumstances except to the extent arising from the mistake, error, fraud, negligence or

wilful misconduct of us, any of our employees or agents, or a receiver we appoint.

If we receive a complaint or request from or on behalf of a recipient of a transaction or dealing of yours, we will investigate this and consider this in light of our acceptable use policy. You acknowledge and agree that we may respond to a complaint or a request by sharing the outcome of such investigation, including any related action taken against you.

### 6.11 // Cancellation or termination of internet banking and mobile banking app

We may cancel your internet banking and mobile banking app access at any time without giving you prior notice if we consider it is reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, or to prevent loss to you or us (including if there is suspected fraud).

We may also cancel your internet banking and mobile banking app access at any time by giving you reasonable notice if we are satisfied that there are valid commercial reasons for doing so.

We may terminate our internet banking and mobile banking app services at any time by notifying you in writing.

## 7. BPAY Terms and Conditions

BPAY® is the nationwide electronic bill payment service that allows you to pay bills (to billers who have a BPAY Biller Number) from any approved transaction, savings or on-call investment or line of credit access account, or term deposit (wherever cleared funds are available).

We are a member of the BPAY scheme, and we will tell you if we cease to be member.

BPAY may be used:

- over the counter at your local branch; or
- through internet banking and mobile banking app.

You can also arrange to make future bill payments for regular and one-off amounts using BPAY.

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

We may cancel or suspend right to participate in the BPAY scheme at any time without giving you prior notice if:

- we consider it is reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, or to prevent loss to you or us (including if there is suspected fraud); or
- you or someone acting on your behalf breaches our Terms and Conditions.

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### 7.1 // Information you must give us

To make a valid BPAY payment, you must give us the following information:

- your client number and access code;
- the account from which the payment is to be made;

- the biller code from the bill; and
- your customer reference number (eg. your account number) with that biller; and
- the amount you want to pay.

## 7.2 // Processing your payment

Once the above information is provided, we will debit the relevant account in accordance with your instructions. We will not be obliged to effect a BPAY transaction if your instructions are not made in accordance with these BPAY Terms and Conditions, or if the information you provide is incomplete or inaccurate.

Generally a BPAY payment will be treated as received by the biller to whom it is directed:

- on the date we are instructed to make the payment if we receive those instructions before 5pm AEST on a business day (of whatever cut-off time as determined by us from time to time); or
- on the next business day.

A delay may occur processing a BPAY payment where:

- there is a public or bank holiday on the day after you tell us to make a BPAY payment;
- you tell us to make a BPAY payment after 5pm AEST on a business day; 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 payment is processed promptly by billers and other participants in the BPAY scheme.

You should check your account records carefully, and advise us immediately if you become aware of:

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

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

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

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 payments 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.

## 7.3 // Liability under the BPAY scheme

If you discover that the amount of a BPAY payment you instructed us to process was less than the amount you needed to pay, you can make another BPAY payment to cover the shortfall. If you

cannot do this because the shortfall amount is less than the minimum amount the biller will accept, you can ask us to arrange for a reversal on the initial BPAY payment. You can then make a second BPAY payment for the correct amount.

If you discover that the amount of a BPAY payment you instructed us to process was more than the amount you needed to pay, you can ask us to request a reversal of the initial BPAY payment from the biller on your behalf. If the initial BPAY payment is reversed, you can make a second BPAY payment for the correct amount.

If you advise us that a BPAY payment made from your account is unauthorised, you must give us your written consent to obtain from the biller of that BPAY payment information about your account with the biller (including your customer reference number) as we reasonably require to investigate the BPAY payment. If you do not give us your written consent, the biller may not be permitted by law to disclose to us the information we need to investigate or rectify the BPAY payment.

### 7.3.1 // BPAY payments

Unless 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 if you have a dispute with a biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

### 7.3.2 // Unauthorised payments

If we process a BPAY payment from your account because we received a payment direction which appeared to us to be from you, but which you did not in fact authorise, you will be liable for the BPAY payment if:

- we cannot recover the amount of the BPAY payment from the person who received it within 20 banking business days of us attempting to do so; and
- the BPAY payment was made as a result of a payment direction which did not comply with our prescribed security procedures.

In some circumstances, we may credit your account with the amount of that unauthorised payment.

### 7.3.3 // Fraudulent payments

If you make a BPAY payment because you were induced by the fraud of a person involved in the BPAY scheme, that person should refund you the amount of the fraudulent BPAY payment. However, if that person does not refund you that amount, you are liable for that BPAY payment 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 fraudulent BPAY payment).

### 7.3.4 // Mistaken payments

If you discover that a BPAY payment has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that BPAY payment, we will credit that amount to your account. However, if you were responsible for a mistake which resulted in that BPAY payment, and we cannot recover the amount of that BPAY payment from the person who received it within 20 banking business days of us attempting to do so, you will be liable for the BPAY payment.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not, or will not, constitute part or whole

satisfaction of any underlying debt owed between you and that biller.

### 7.3.5 // Our liability

If you are liable for an unauthorised or fraudulent payment under this section 7.3, or as a result of a BPAY billing error, and if the ePayments Code applies, your liability is limited to the lesser of:

- the amount of the unauthorised or fraudulent BPAY payment; or
- the limit (if any) of your liability set out in section 4.9 ("Unauthorised Transactions"), in which case we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent BPAY payment.

### 7.4 // Consequential loss

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, except where you suffer any loss or damage due to our negligence, or in relation to any breach of a condition or warranty implied by law which may not be excluded, restricted or modified.

### 7.5 // 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:

- did not observe your obligations under these BPAY Terms and Conditions; or
- acted negligently or fraudulently in connection with these BPAY Terms and Conditions,

except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, any of our employees or agents, or a receiver we appoint.

## 8. Osko Terms and Conditions

Osko by BPAY is a near real-time payment service which is built on the New Payments Platform and enables fast payments between participating financial institutions.

We may cancel or suspend your ability to use the Osko payment service at any time without giving you prior notice if:

- we consider it reasonably necessary to restore or maintain the security of our systems, facilities or individual accounts, to manage a material or immediate risk, or to prevent loss to you or us (including if there is suspected fraud); or
- if someone acting on your behalf breaches our Terms and Conditions.

We may also cancel or suspend your ability to use the Osko payment service if our membership of the BPAY scheme or our subscription to the Osko payment service is suspended, ceases or is cancelled. We will tell you if we cease to be member of the BPAY scheme.

### 8.1 // When you can use Osko

You can make or receive Osko payments through internet banking if:

- the Osko payment service is available for your account; and

- the financial institution of the recipient of the payment from you, or the payer of the payment to you, supports Osko payments.

### 8.2 // Making Osko payments

You must give us the following information when you instruct us to make an Osko payment through internet banking:

- the amount of the payment; and
- either the recipient's PayID or their BSB and account number;

We will then debit your account with the amount of the payment on the date requested.

You should ensure that all information you provide in relation to an Osko payment is correct as we will not be able to cancel a payment once you have instructed us to make the payment.

We are not obliged to act on your instructions to make an Osko payment if:

- you do not give us all of the required information or if any of the information is inaccurate;
- we reasonably consider that the Osko payment may be fraudulent or illegal;
- the payment description contains offensive material; or
- it may pose a risk to our systems or integrity, or the systems or integrity of the NPP or the Osko payment service.

### 8.3 // Liability for Osko payments

For information about your liability for unauthorised transactions made using the Osko payment service, please refer to section 4.9 ("Unauthorised transactions").

For information about your liability for mistaken internet payments made using the Osko payment service, please refer to section 6.9 ("Mistaken internet payments").

### 8.4 // Limitation of liability

We are not liable for any consequential loss or damage you suffer as a result of using the Osko payment service, except where you suffer any loss or damage due to our negligence, or in relation to any breach of a condition or warranty implied by law which may not be excluded, restricted or modified.

## 9. PayID Terms and Conditions

These PayID Terms and Conditions apply in respect of any PayID you create, attempt to create, or request that we create for an account.

### 9.1 // PayIDs

A PayID is a unique identifier which enables payers to make payments to you via the NPP instead of by using your BSB and account number. The PayID types you may be able to choose for your PayID include a mobile phone number, email address, ABN, ACN, or organisation ID.

We are not the operator or provider of the PayID service. The PayID service is operated by NPP Australia Limited.

You are not required to create a PayID if you do not wish to. We will not create a PayID for your account without your consent.



## 9.2 // Creating your PayID

A PayID can only be created for your account if:

- we are able to verify your identity in a manner that is satisfactory to us;
- you own or are authorised to use the PayID you have chosen (for example, mobile phone number, email address etc);
- we reasonably believe that the PayID you have chosen is not likely to be misleading as to who you are or who an accountholder of the account is; and
- creating the PayID will not infringe on the intellectual property rights of any person.

Your creation of a PayID for your account is subject to our discretion. We may refuse to allow you to create a PayID for an account for any reason, including if we are not satisfied that the above requirements have been met.

The PayID types available for you to choose as the PayID for your account may differ depending on your circumstances and the type of Account you have. Not all PayID types are available for all account types, and a PayID may not be able to be created for some account types.

The method by which you can create a PayID for your account depends on the PayID type you choose for your PayID. For some PayID types, you may create your PayID in internet banking, but for others, you must contact us in branch or by phone to create your PayID. If you have any questions about the PayID types that are available for certain account types, or the method by which you can create a PayID, contact us on 1300 138 831.

We may change the PayID types that are available for certain account types, and the method by which you can create a PayID, at any time.

By creating a PayID, or requesting that we create a PayID, for your account:

- you warrant that you own or are authorised to use the PayID you have chosen (for example, mobile phone number, email address etc); and
- you acknowledge that the PayID and information relating to you and your account (including the PayID name, and the BSB and account number of your account) will be registered in the PayID service.

The PayID name registered in the PayID service for your PayID must reasonably represent the name of an accountholder of the account. At our discretion, we may choose the PayID name that is registered in the PayID service when a PayID is created, and we may change the PayID name linked to a PayID at any time if we think it is reasonably necessary to ensure that the PayID name represents the name of an accountholder.

You may create, or request that we create, more than one PayID for an account, but each PayID must be unique and can only be used for that account. Once you create a PayID, you cannot use that same PayID for any other account with us or with any accounts with other financial institutions. See section 9.6 ("Duplicate PayIDs and PayID disputes") for more information about duplicate PayIDs.

If your account is a joint account, any accountholder can create a PayID for the account, but the account can only have one PayID which will be used by all accountholders.

You must promptly notify us if any of the information you provided to us when creating your PayID changes.

## 9.3 // Transferring your PayID from or to another account

Unless your PayID is locked, you can transfer a PayID created for your account or for an account with another financial institution to another account with us or an account with another financial institution.

If you wish to transfer a PayID you have created for an account with another financial institution to your account, you must first contact the other financial institution to notify them that you wish to transfer the PayID, and then you must create or request that we create the PayID for your account in accordance with section 9.2 ("Creating your PayID"). The other financial institution must action your request within one business day unless you agree otherwise.

You can transfer your PayID from one account with us to another account with us via the "Manage PayID" option in internet banking or by contacting us in branch or by phone. We will action your request within one business day unless we agree otherwise with you.

You can transfer your PayID from an account with us to an account with another financial institution by first requesting the status of your PayID be changed to "Transfer" via the "Manage PayID" option in internet banking or by contacting us in branch or by phone, and then creating your PayID with the other financial institution. We will action your request and allow the PayID to be transferred to the other financial institution within one business day unless we agree otherwise with you.

If you tell us or another financial institution that you wish to transfer a PayID but do not successfully create the PayID and link it to the new account within 14 days, you may need to start the transfer process again.

Until a transfer of a PayID is completed, payments made using your PayID will be directed to the account it was previously linked to.

## 9.4 // Closing, locking and unlocking a PayID

You can close your PayID at any time via internet banking or by contacting us in branch or by phone.

You must notify us immediately if you no longer own or have authority to use the PayID created for your account (for example, mobile phone number, email address etc). We may then request that you close your PayID, or may close your PayID on your behalf.

We will action a request from you to update or close a PayID within one business day unless we agree otherwise with you.

We may lock or close the PayID for your account at any time without prior notice, including if:

- we reasonably believe or suspect that you do not own, or are not authorised to use, the PayID you have chosen (for example, mobile phone number, email address etc);
- we reasonably believe or suspect that the information you provided to us when creating your PayID are incorrect, incomplete or misleading;
- you breach any of these PayID Terms and Conditions or our Terms and Conditions;
- we suspect that you created your PayID, or are using your PayID, in connection with fraudulent or illegal activity; or

- we have closed or restricted your account, or you cease to be the accountholder or authorised to use the account.

If we lock or close your PayID, we will notify you promptly afterwards.

If your PayID is locked, you can request that it be unlocked by calling us on 1300 138 831. If a PayID is closed, it must be re-created before it can be used again.

Your PayID may also be automatically locked or closed in the PayID service if no payments have been made using the PayID, and no updates to the information relating to the PayID are made, for 10 years.

A PayID cannot be transferred or updated while it is locked, and no payments can be received using a PayID while the PayID is locked or after it has been closed.

### 9.5 // Liability for payments

We are not liable to you for any loss or damage you suffer as a result of:

- a PayID being created for your account, or you using or attempting to use a PayID that has been created for your account;
- us refusing to create a PayID, or any delay in a PayID being created, for your account;
- us locking or closing the PayID for your account; or
- any failure or malfunction of the NPP Platform (including the PayID service) or any of our systems or processes that use or connect with the NPP.

You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claims we may suffer or incur in respect of any PayID that is created for your account, any misdirected payments relating to your PayID, or your use or attempted use of your PayID except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, any of our employees or agents, or a receiver we appoint.

### 9.6 // Duplicate PayIDs and PayID disputes

The PayID service does not support duplicate PayIDs. If you try to create, or request that we create, a PayID for your account which is identical to another PayID created in the PayID Service, it will be rejected and we will notify you accordingly.

If a PayID cannot be created for your account because it has already been created for another account with another financial institution, or you believe that someone else has linked the PayID you wish to choose to their account, contact us on 1300 138 831. If we are satisfied that you own or are authorised to use the PayID, we can lodge a dispute with the relevant financial institution on your behalf to determine whether that financial institution should close the PayID. There is no guarantee that the dispute will be resolved in your favour or result in you being able to create the PayID for your account. We will promptly notify you of the outcome of the dispute.

### 9.7 // Privacy

By creating, or requesting that we create, a PayID for your account, you authorise and consent to:

- us disclosing your personal information (including the PayID, PayID name and details of your account) to NPP Australia Limited for the purposes of creating the PayID and enabling you to use the PayID service; and

- third parties, such as NPP Australia Limited and other financial institutions that connect to or use the NPP, collecting, storing, using and disclosing your personal information for the purposes of constructing payment messages and enabling payers to make payments to you via the NPP (including disclosing the PayID name to payers for payment validation).

## 10. PayTo Terms and Conditions

### 10.1 // Creating a payment agreement

PayTo allows payers to establish and authorise payment agreements with merchants or payment initiators who offer PayTo as a payment option.

If you elect to establish a payment agreement with a merchant or payment initiator that offers PayTo payment services, you will be required to provide the merchant or payment initiator with your personal information, including BSB/account number or PayID. You are responsible for ensuring that the correctness of the account number or PayID you provide for the purpose of establishing a payment agreement. Any personal information or data you provide to the merchant or payment initiator will be subject to the privacy policy and terms and conditions of the relevant merchant or payment initiator.

Payment agreements must be recorded in the mandate management service in order for NPP payments to be processed in accordance with them. The merchant or payment initiator is responsible for creating and submitting a record of each payment agreement to their financial institution or payments processor for inclusion in the mandate management service. The mandate management service will notify us of the creation of any payment agreement established using your account or PayID details.

If any payment agreement is established using your account or PayID details, we will notify you via internet banking and provide details of the merchant or payment initiator named in the payment agreement, the payment amount and payment frequency (if these are provided). You may then confirm or decline the payment agreement. If you confirm the payment agreement, we will record your confirmation against the record of the payment agreement in the mandate management service and the payment agreement will then be deemed to be effective. If you decline the payment agreement, we will note that against the record of the payment agreement in the mandate management service.

We will process payment instructions in connection with a payment agreement received from the merchant's or payment initiator's financial institution only if you have confirmed the associated payment agreement. Payment instructions may be submitted to us for processing immediately after you have confirmed the payment agreement, so you must take care to ensure that the details of the payment agreement are correct before you confirm them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a payment agreement that you have confirmed.

If a payment agreement requires your confirmation within a timeframe stipulated by the merchant or payment initiator, and you do not provide confirmation within that timeframe, the payment agreement may be withdrawn by the merchant or payment initiator. If you believe that the payment amount or frequency or other detail presented in the payment agreement is

incorrect, you may decline the payment agreement and contact the merchant or payment initiator and have them amend and resubmit the payment agreement creation request.

## **10.2 // Amending a payment agreement**

Your payment agreement may be amended by the merchant or payment initiator from time to time, or by us on your instructions.

We will notify you of proposed amendments to the payment terms of the payment agreement requested by the merchant or payment initiator. Such amendments may include variation of the payment amount (where that is specified in the payment agreement as a fixed amount) or payment frequency.

The mandated management service will notify us of the amendment request and we will notify you of the proposed amendment via internet banking. You may then confirm or decline the amendment request presented. If you confirm the amendment request, we will record the confirmation against the record of the payment agreement in the mandate management service and the amendment will then be deemed to be effective. If you decline the amendment request, the amendment will not be made. A declined amendment request will not otherwise affect the payment agreement.

Amendment requests that are not confirmed or declined within five days of being sent to you will expire. If you do not authorise or decline the amendment request within that timeframe, the amendment request will be deemed to be declined.

If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the merchant or payment initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the merchant or payment initiator.

Once an amendment request has been confirmed by you, we will promptly update the mandate management service with this information.

Once a payment agreement has been established, you may instruct us to amend your name or account details in the payment agreement only. Account details may only be replaced within the BSB and account number of an account you hold with us. If you wish to amend the account details to refer to an account with another financial institution, you may give us a transfer instruction (see section 10.4 ("Transferring your payment agreement")). We may decline to act on your instruction to amend your payment agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the merchant or payment initiator or another party.

## **10.3 // Pausing your payment agreement**

You may instruct us to pause and resume your payment agreement by contacting us by phone, email or secure email in internet banking. We will act on your instruction to pause or resume your payment agreement promptly by updating the record of the payment agreement in the mandate management service. The mandate management service will notify the merchant's or payment initiator's financial institution or payment processor of the pause or resumption. During the period the payment agreement is paused, we will not process payment instructions in connection with the payment agreement. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a payment agreement that is in

breach of the terms of an agreement between you and the relevant merchant or payment initiator.

Merchants and payment initiators may pause and resume their payment agreements. If a merchant or payment initiator pauses a payment agreement to which you are a party, we will promptly notify you of that and of any subsequent resumption via internet banking. We will not be liable for any loss that you or any other person may suffer as a result of a merchant or payment initiator pausing a payment agreement.

## **10.4 // Transferring your payment agreement**

You will not be able to transfer a payment agreement that you have with us to another financial institution or to transfer a payment agreement that you have with another financial institution to us. You will need to cancel the current payment agreement and create a new one.

We will let you know if the functionality to transfer a payment agreement becomes available.

## **10.5 // Cancelling your payment agreement**

You may instruct us to cancel a payment agreement on your behalf by contacting us by phone, email or secure email in internet banking. We will act on your instruction promptly by updating the record of the payment agreement in the mandate management service. The mandate management service will notify the merchant's or payment initiator's financial institution or payment processor of the cancellation. You will be liable for any loss that you suffer as a result of the cancellation of a payment agreement that is in breach of the terms of an agreement between you and the relevant merchant or payment initiator (for example, any termination notices that have not been adhered to).

Merchants and payment initiators may cancel payment agreements. If a merchant or payment initiator cancels a payment agreement to which you are a party, we will promptly notify you of that cancellation via internet banking. We will not be liable to you or any other person for loss incurred as a result of cancellation of your payment agreement by a merchant or payment initiator.

## **10.6 // Migration of direct debit arrangements**

Merchants and payment initiators who have existing direct debit arrangements with their customers may establish payment agreements for these, as 'migrated DDR mandates', in order to process payments under those arrangements via the NPP rather than the Bulk Electronic Clearing System. If you have an existing direct debit arrangement with a merchant or payment initiator, you may be notified by them that future payments will be processed from your account under PayTo. You are entitled to prior written notice of any variation to your direct debit arrangement and changed processing arrangements (as specified in your direct debit service agreement) from the merchant or payment initiator. If you do not consent to the variation of the direct debit arrangement, you must advise the merchant or payment initiator. We are not obliged to notify you of a migrated DDR mandate, and we will process instructions received from a merchant or payment initiator on the basis of a migrated DDR mandate.

You may amend, pause (and resume), cancel or transfer your migrated DDR mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the merchant or



payment initiator, in the manner described in these PayTo Terms and Conditions.

## **10.7 // General**

### **10.7.1 // Your responsibilities**

You must ensure that you carefully consider any payment agreement creation request, or amendment request made in respect of your payment agreement or migrated DDR mandates, and promptly respond to such request. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a payment agreement or migrated DDR mandate.

You must notify us immediately if you no longer hold or have authority to operate the account from which payments under a payment agreement or migrated DDR mandate have been or will be made.

You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a payment agreement or migrated DDR mandate for misuse or fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.

You are responsible for ensuring that you have sufficient funds in your account to meet the requirements of all your payment agreements and migrated DDR mandates. Subject to any applicable laws and binding industry codes, we will not be responsible for any loss that you suffer as a result of your account having insufficient funds.

If you receive a payment agreement creation request or become aware of payments being processed from your account that you are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us by contacting us by phone, email or secure email in internet banking.

From time to time you may receive a notification from us requiring you to confirm that all of your payment agreements and migrated DDR mandates are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing the payment agreement/s or migrated DDR mandate/s.

You must comply with all applicable laws in connection with your use of PayTo.

### **10.7.2 // Our responsibilities**

We will accurately reflect all information you provide to us in connection with a payment agreement or a migrated DDR mandate in the mandate management service.

We may monitor your payment agreements or migrated DDR mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your payment agreement or migrated DDR mandates if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action to pause or cancel your payment agreement.

If you become aware of a payment being made from your account that is not permitted under the terms of your payment agreement or migrated DDR mandate or that was not authorised by you, please contact us as soon as possible. We will respond to all claims within five business days, and if the claim is founded,

we will refund your account. We will not be liable to you for any payment made that was in fact authorised by the terms of your payment agreement or migrated DDR mandate.

### **10.7.3 // Intellectual Property**

All intellectual property, including but not limited to the PayTo trade marks and all documentation, remains our property or that of our licensors. We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the term to use that intellectual property for the sole purpose of using PayTo in a way that is consistent with these PayTo Terms and Conditions.

Where an intellectual property infringement claim is made against you, we will have no liability to you under these PayTo Terms and Conditions to the extent that any intellectual property infringement claim is based upon:

- modifications to our intellectual property by or on behalf of you in a manner that causes the infringement;
- use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
- your failure to use corrections or enhancements to our intellectual property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and
- your failure to use our intellectual property in accordance with these PayTo Terms and Conditions.

### **10.7.4 // Privacy**

By confirming a payment agreement and/or permitting the creation of a migrated DDR mandate against your account with us, you acknowledge that you authorise us to collect, use and store your name and account details (amongst other information) and the details of your payment agreement/s and migrated DDR mandates in the mandate management service and that these details may be disclosed to the financial institution or payment processor for the merchant or payment initiator for the purposes of creating payment instructions and constructing NPP payment messages and enabling us to make payments from your account.

## **11. Definitions**

In this guide, unless the context indicates otherwise, the following words have the following meanings.

**access code** – means your PIN, your password, your internet banking or Open Banking One Time Password, your internet banking or mobile banking app access code and/or any other secret code we may give you to access your account.

**access method** – means:

- a method authorised by us for use by you and accepted by us as authority for us to act on an instruction given through electronic equipment to debit or credit an account;
- comprises the use of one or more components, including (but not limited to) device, identifiers, access codes, or a combination of these; and
- does not include a method requiring your manual signature where the comparison of the appearance of that manual

signature with a written specimen signature is the principal intended means of authenticating your authority to give the instruction (whether or not that means is used in a particular transaction).

**account** – means:

- a deposit account, such as a transaction, savings or on-call investment account, or a business overdraft access account;
- a term deposit account;
- an account which has a line of credit facility;
- a loan account; or
- another account which we allow you to withdraw from and deposit money into.

**account details** – includes account balance information, transaction history details, and interest paid.

**ATM** – means an Automatic Teller Machine.

**banking business day** – means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**biller** – means an organisation which tells you that you can make payments to it through the BPAY scheme.

**BPAY payment** – means a payment which you make through the BPAY scheme to a biller. BPAY is registered to BPAY Pty Ltd ABN 69 079 137 518.

**BSB** – means a six digit number used to identify account institutions when making electronic payments.

**business day** – means any day on which our Head Office in Queensland is open for business.

**code** – means any code that applies to us, your account or a transaction, and includes the ePayments Code.

**direct debit user** – means a person or corporation who you authorise to process a direct debit to your account.

**electronic banking** – means a banking service that allows you to initiate a funds transfer by giving an instruction through electronic equipment and an access method to debit or credit an account.

**electronic equipment** – includes any electronic terminal, computer, television, telephone, mobile phone, PDA or similar equipment.

**electronic terminal** – means any electronic device that accepts an instruction, via electronic equipment and an access method, to debit or credit an account, and includes computer equipment, ATMs, cash dispensers, cash registers, POS equipment, remote banking equipment, EFTPOS devices, and telephones.

**ePayments Code** – means the voluntary code of practice which regulates electronic payments, including ATM, EFTPOS and credit card transactions, online payments, telephone, internet banking and mobile banking app, and BPAY.

**funds transfer** - means a transfer of funds from one account to another (either yours or that of a third party) where both accounts are held with us or one account is held at another financial institution.

**IFTI (International Funds Transfer Instructions)** – uses the NPP for the final domestic leg of the inbound payments process.

**internet banking** – means banking services we provide by use of the internet and an access code. You can access internet banking using any computer or mobile device with an internet connection.

**legitimate interests** - includes our legitimate business needs, prudential requirements and/or security requirements (including any reasonable response to material changes to our business or systems).

**mandate management service** – means the central, secure database operated by NPP Australia Limited of payment arrangements.

**merchant** – means a retail or wholesale business that accepts payment for goods and services through electronic banking or through the use of a Visa Debit Card or a merchant with which you have established, or would like to establish, a payment agreement.

**migrated DDR mandates** – has the meaning given in section 10.6 ("Migration of direct debit arrangements").  
**misdirected payment** - means a payment made via the NPP which is credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

**mistaken internet payment** - means a payment made by a user through internet banking where funds are paid into the account of an unintended recipient because the user enters or selects a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of:

- the user/s error; or
- the user being advised of the wrong BSB number and or account number.

This does not include payments made using BPAY.

**mobile banking app** – means part of our internet banking service enabling users, having entered security details, to effect transactions on nominated accounts using their mobile phone.

**NPP** – means the New Payments Platform operated by NPP Australia Limited.

**NPP Payments** – means electronic payments cleared and settled by participating financial institutions via the NPP.

**organisation ID** - means an identifier for an organisation, which may be based on its business name, products or location.

**PayID name** - means the name which is assigned to a PayID when it is created in the PayID service to identify the account holder of the relevant account when the PayID is used.

**PayID type** - means the type of identifier used for a PayID (for example, a mobile phone number, email address, ABN, ACN, or organisation ID).

**payer** - means a person or corporation who initiates a transfer of funds.

**payee** – means a person or corporation to whom a cheque is made payable by the drawer.

**payment agreement** – means an agreement established by you and an approved merchant or payment initiator whereby you authorise us to make payments from your account.

**payment initiator** – means an approved payment service provider who, whether acting on behalf of you or the merchant, is authorised by you to initiate payments from your account.

**PayTo** – means the service that enables us to process NPP payments for your account in accordance with and on the terms set out in a payment agreement you have established with a merchant or payment initiator that subscribes to the service.

**PIN** - means Personal Identification Number.

**receiving bank** – means an authorised deposit-taking institution which has subscribed to the ePayments Code and whose customer has received an internet payment.

**RTGS (Real Time Gross Settlements)** – means a method of high value, time-critical payments between financial institutions on a real-time basis for same day payments.

**secure email** – means the electronic messaging system which enables communications to be sent to us, or from us as part of our internet banking.

**SMS Two Factor Authentication (SMS 2FA)** – means an SMS service to a nominated mobile phone or other SMS capable service that generates a random number as a secondary form of authentication for higher value transactions and other specific services carried through our internet banking.

**transfer ID** – means a unique identification number generated by the mandate management service in connection with a request to transfer one or more payment agreements.

**unauthorised transaction** – means a transaction that is not authorised by you. It does not include any transaction that is performed by you or by anyone who performs a transaction with your knowledge and consent.

**XREF** (Cross Reference number) – means the nine digit numeric number associated with an individual account which is to be quoted when making direct payments.

**“you” or “your”** – means the accountholder or any person who is authorised by the accountholder. It can also include a partnership, trust, company or corporation. If more than one person has the account, “you” includes all those people, singularly and as a group.

In our Terms and Conditions:

- words which have an ordinary meaning are given that meaning;
- if a general term is used, it must be given a broad meaning and not be limited because of any rules
- of interpretation; and
- “includes” is given by way of example and is not intended to limit the term it applies to.