



Operations of Accounts and Access Facilities

Terms and Conditions

Effective 20 December 2021

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Introduction

This booklet provides you with general banking information relating to accounts and products you hold with us, including access facilities such as cards and electronic forms of access. As such, you should ensure you read the terms and conditions contained in this booklet carefully and keep it in a safe place for future reference. The first use of a banking product or service to which terms and conditions in this booklet apply, will indicate that you understand and agree to be bound by the information in this booklet and any other associated terms and conditions relating to the accounts or access facilities.

Please note the information contained in this booklet is of a general descriptive nature only. This booklet should be read in conjunction with other terms and conditions available for specific banking product and services (including terms and conditions made available at the point of application or access) as well as other important disclosure documents including (but not limited to) the Financial Services Guide (FSG), Interest Rate Schedule, Schedule of Fees and Charges, and any relevant Product Disclosure Guide (Fact Sheet), Offer and Loan Contract and Credit Guide.

Unless otherwise stated, information in this document relates to personal and business banking, however business accounts may be subject to other terms and conditions as specified from time-to-time.

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Lost, stolen or misused cards or codes

To report the loss, theft or unauthorised use of your Visa Debit or Credit card call us on:

-) **1300 553 582** - During business hours 9am to 5pm Monday to Friday;
-) **1800 648 027 – Hotline** - Toll free 24/7;
-) **+61 2 8299 9101 – From overseas** or visit the Visa International website at www.visa.com to obtain a toll free number for the country you are travelling in.

The issuer of the products described in this document is Bendigo and Adelaide Bank Limited,
ACN 068 049 178 AFSL No. 237879

Key Features Table (Accounts issued after 1 July 2018)

Account Type	Everyday Account (S99)	Seniors Account (S93)	Youth Account (S92)	Employees Benefit Account (S88)	Concession Account (S36)	High Interest Savings Account (S37)	Christmas Club Account (S45)	Mortgage Offset Account (S68)	Business Account (S90)	Business High Interest Savings Account (S38)	Term Deposit Interest Annually (I96)	Term Deposit Interest at Maturity (I95)
Minimum opening deposit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000
Interest calculation	N/A	daily – on the closing balance	daily – on the closing balance	N/A	N/A	daily – on the closing balance	daily – on the closing balance	This account is linked to an eligible mortgage loan where the daily balance offsets the interest on that loan	daily – on the closing balance	daily – on the closing balance	daily – on the closing balance	daily – on the closing balance
Interest paid	N/A	Monthly	June 30	N/A	N/A	Monthly	Oct 31		June 30	Monthly	Annually	at maturity
Branch	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
ATM/EFTPOS	✓	✓	✓	✓	✓	✗	✗	✗	✓	✗	✗	✗
BPAY®	✓	✓	✓	✓	✓	✓	✗	✗	✓	✓	✗	✗
Cheque Book	✓	✓	✗	✗	✗	✗	✗	✗	✓	✗	✗	✗
Direct Credit	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗
Direct Debit	✓	✓	✓	✓	✓	✗	✗	✗	✓	✗	✗	✗
External Transfer	✓	✓	✓	✓	✓	✗	✗	✗	✓	✗	✗	✗
Internet, Phone & Mobile Banking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗	✗
NAB Deposit	✓	✓	✓	✓	✗	✗	✗	✗	✓	✗	✗	✗
Periodical Payment	✓	✓	✓	✓	✓	✗	✗	✗	✓	✗	✗	✗
VISA Debit	✓	✓	✓	✓	✓	✗	✗	✗	✓	✗	✗	✗
Overdraft Availability	✓	✓	✗	✓	✗	✗	✗	✗	✓	✗	✗	✗

Summary of Accounts & Availability of Access Facilities (Existing Accounts as at 1 July 2018 – no longer available to new accounts)

Account Type	Super S Account (S6)	Budget Account (S5)	Christmas Club (S2)*	General & Special Savings (S1, S3, S12-S15)	Cash Fund Account (S4)*	Pension Plus Account (S10, S17)	30 day Notice of Withdrawal (S8)*	Employees Benefit Account (S30)	Internet Savings Account (S7, S70)	Mortgage Offset (S9)	Visa Account with Approved Credit Limit (S31, S55)	Term Deposit (I1)
Minimum opening deposit	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$1,000
Minimum balance	\$0	\$0	\$0	\$0	\$2,000+	\$0	\$500+	\$0	\$2,000+	\$0	\$0	\$1,000+
Interest calculation	N/A	N/A	daily – on the closing balance	N/A	daily – on the closing balance	daily – on the closing balance	daily – on the closing balance	N/A	daily – on the closing balance	Linked to an eligible mortgage loan where the daily balance offsets the interest on that loan	daily – on the closing balance	daily – on the closing balance
Interest paid	N/A	N/A	Oct 31	N/A	N/A	Monthly	Monthly	N/A	Monthly		N/A	at maturity
Branch	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
ATM/EFTPOS	✓	✓	✗	✓	✗	✓	✗	✓	✗	✗	✓	✗
BPAY®	✓	✓	✓	✓	✗	✓	✗	✓	✓	✓	✓	✗
Cheque Book	✓	✓	✗	✓	✗	✓	✗	✗	✗	✗	✗	✗
Direct Credit	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✗
Direct Debit	✓	✓	✓	✓	✗	✓	✗	✓	✓	✓	✓	✗
External Transfer	✓	✓	✓	✓	✗	✓	✗	✓	✓	✓	✓	✗
Internet, Phone & Mobile Banking	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
NAB Deposit	✓	✓	✓	✓	✗	✓	✓	✗	✗	✗	✗	✗
Periodical Payment	✓	✓	✗	✓	✗	✓	✗	✓	✓	✓	✓	✗
VISA Debit	✓	✓	✗	✓	✗	✓	✗	✓	✗	✗	✗	✗
Overdraft Availability	✓	✓	✗	✓	✗	✓	✗	✗	✗	✗	✗	✗

* Christmas Club Account (S2) allows three withdrawals available between 1 February and 31 October incurring a \$5 withdrawal fee. Fourth withdrawal will close the account. Withdrawals are not available via internet or telephone banking during the closed period.

+ The minimum balance must be maintained. If the account balance falls below the minimum, the account will be closed and monies transferred to an on-call savings account.

✗ Notice is required to withdraw from the account. S4 – 24 hours, S8 – 30 Days written

A minimum of \$2,000 must be deposited to the account each calendar month. If the account fails to receive the minimum requirement, then Members will have 30 days to deposit the minimum amount before the account is closed. Account available for personal use only, no business accounts. Account must have electronic (online) statements.

Express consent for automatic rollover is required. 31 days minimum notice is required for early redemption except on hardship grounds or within the 7 day grace period. An interest rate penalty will apply to all or part of the deposit amount redeemed before maturity. Refer to Schedule of Fees & Charges for details.

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Section A: Meaning of words

"ABA format" means electronic direct entry data that complies with Australian Banking Association regulations stated in Bulk Electronic Clearing System (BECS) as governed by Australian Payment Clearing Association (APCA). This is an agreed file format for electronic transactions processed through BECS by all participating Australian financial institutions.

"access method" means any method we make available to you or an additional cardholder to give us authority to act on instructions when using electronic equipment. An access method comprises of one or more components (including, but not limited to, a card, a PIN, an access number, password or any combination of these) that does not include a method requiring the user's manual signature where the comparison of the manual signature with the written specimen signature is the principal means of authenticating you or an additional cardholder's authority to give us an instruction.

"access number" means the number(s) we issue to you to enable access to phone banking or internet banking.

"account" means an account or accounts we establish in your name or in your name jointly with another person(s), or in the name of your business or associated entity.

"additional cardholder" is defined in clause 14.5.

"AFCA" means the Australian Financial Complaints Authority

"APCA" means Australian Payments Clearing Association Limited, the governing body for most electronic transactions between financial institutions in Australia.

"ATM" means an automatic teller machine.

"authentication key" is a random 6 digit number generated by a security token or SMS one time password for a second level of authentication for your logon or payment. This should be entered on request when you have a security token or SMS one time password attached and activated for your access ID.

"authorised signatory" is defined in clause 14 and includes, without limitation, an additional cardholder and an authorised user.

"authorised user" means any person authorised by you to operate on your membership or nominated account/s.

"Basic NPP Payment" means a transfer of funds processed through the NPP which does not use Osko.

"BECS" means the Bulk Electronic Clearing System which is the system used for exchange of most electronic transactions between financial institutions in Australia and is governed by APCA.

"Bendigo Bank" means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL No. 237879.

"BPAY conditions" means the terms and conditions applying to the BPAY scheme as set out in Section J of this document.

"BPAY payments" means payments which you have instructed us to make through the BPAY scheme to billers who can accept payments made to them through that scheme.

"BPAY scheme" means the electronic payments scheme operated by BPAY Pty Ltd through which you instruct us to make payments to billers who can accept payments made to them through this scheme.

"BPAY View Biller" means a biller who can accept payments through the BPAY system via internet banking (if available).

"BPAY View billing error" means any of the following:

- (a) if you have successfully registered with BPAY View:
 -) failure to give you a bill (other than because you failed to view an available bill);
 -) failure to give you a bill on time (other than because you failed to view an available bill on time);
 -) give a bill to the wrong person; and
 -) give a bill with incorrect details.
- (b) give you a bill where you have unsuccessfully attempted to deregister from BPAY View.

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

"card" means any rediCARD, Visa Debit or Visa Credit card issued to you, or an additional cardholder by us, that can be used to undertake an EFT transaction.

"cash advance" means credit provided in the form of cash, either directly from us or from another financial institution, and credit provided through a Credit External payment, a phone banking transaction, an internet banking transaction or a balance transfer transaction.

"contactless transaction" means the authorisation of a transaction by presenting a card (which is capable of performing a contactless transaction) at a contactless terminal without the requirement to insert or swipe the card.

"contactless terminal" means an electronic point of sale terminal which is capable of performing a contactless transaction.

"Credit External conditions" means the terms and conditions applying to the Credit External Service as set out in Section M of this document.

"data files" means electronic direct entry file data complying with the ABA format.

"Direct Entry Payment" means an electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) administered by the Australian Payments Clearing Association.

"ePayments Code" means the ePayments Code, as amended from time to time.

"EFT conditions" means the terms and conditions applying to EFT transactions as set out in Section H and clauses 22.5 (to the extent it relates to EFT transactions).

"EFTPOS" means Electronic Funds Transfer at the Point of Sale and allows you to pay for goods without the need to carry cash, and in some instances to withdraw cash from your account without the need to visit a branch.

"EFT transaction" means a transfer of funds initiated by an instruction through electronic equipment using an access number, password or PIN to debit or credit an account. An EFT transaction includes, without limitation, a transaction undertaken using a card and a PIN via EFTPOS or an ATM or a transaction undertaken using phone banking or internet banking.

"electronic equipment" includes but is not limited to an electronic terminal, contactless terminal, computer, television and telephone.

"Government charges" means all charges or duties on deposits into, or withdrawals from your account that are payable under a law of the Commonwealth or any State or Territory or any other jurisdiction whether or not you are primarily liable to pay these charges.

"initial deposit" means the amount you initially deposit with us when you open your Term Deposit account. It does not include any additional deposits made during the investment term.

"internet banking" means the service we offer by which you can access and transact on a nominated account by using a personal computer and accessing via our website. This includes transactions processed through the mobile banking facility as well as the smartphone app facility.

"investment term" means the period that you choose for your Term Deposit account (see clause 63.3). It is the period for which the interest rate that applies to your investment is fixed, assuming that you do not make additional deposits to, or withdrawals from, your account during that period.

"law" means common law, principles of equity and laws made by parliament (including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).

"member registration" means the manner by which you apply to us to gain access to phone banking or internet banking.

"nominated account" means any of the accounts nominated by you from time to time for use with phone banking, internet banking or Credit External payments.

"NPP" means the New Payments Platform owned and operated by or for NPP Australia Limited.

"NPP Addressing Service" means the addressing service component of the NPP which facilitates the registration of PayIDs.

"NPP Payment" means a payment processed through the NPP and includes Osko Payments and Basic NPP Payments.

"Osko" means the Osko payment service provided by BPay Pty Ltd.

"Osko Payment" means a transfer of funds processed using Osko.

"overdraft facility" means a line of credit we supply to you for working capital purposes. Separate terms and conditions will apply to an overdraft facility.

"one time password" is our second level of authentication and is required to access certain services within the internet and mobile banking systems. This may include a security token or SMS one time password that generates a code to authenticate the user or a transaction.

"password" means the word or numbers and/or letters nominated by you that may be required for identification purposes in order to access your account or to access phone banking or internet banking.

"PayID" means a PayID (also known as an 'alias') which is able to be created with the NPP Address Service and used for the purpose of making and receiving NPP Payments (for example, an email address or telephone number).

"payment facility" means each of the following services offered by us:

-) phone banking;
-) internet banking;
-) debit card;
-) rediCARD;
-) credit card (but only to the extent that the card is used to access any of the accounts to which this document applies);
-) cheque facility;
-) Credit External payment;
-) BPAY and BPAY View;
-) automatic payments (direct debits and periodical payments);
-) telegraphic transfers.

"per annum" means amount per year.

"PEXA" means the online property exchange platform, owned by Property Exchange Australia Limited, which removes the need to physically attend settlements by allowing the relevant parties to transact together online.

"phone banking" means the service we offer by which you can access and transact on a nominated account via your telephone.

"PIN" means the Personal Identification Number issued by us, or selected by you or an additional cardholder, to use in

conjunction with a card or to access phone banking or internet banking.

"Post Office" means Australia Post.

"regular payment" either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

"renewal date" means the day on which your investment term expires for a Term Deposit account.

"second-level authentication" There are three commonly used forms of authentication. 'What you know' - this is commonly your access ID, password and PIN for electronic banking. The second form of authentication is 'What you have' - Security Token or SMS one time password have been introduced to secure this area. A security token or SMS one time password generates a one-time code. The next time you authenticate (logon) you have to provide this one time code. This ensures that "What you have" provides that extra security. The third-level authentication is 'what you are' (biometrics) - fingerprints, retina scans, etc (if available).

"security token" is a device which generates a one-time password for use as a second-level authentication in electronic banking. This authentication device can be attached to your logon or payment facility.

"SMS one time password" is a second-level authentication option which generates a unique number in the form of an SMS message to your mobile device that is entered, when prompted, to complete certain transactions or requests online.

"single rate" means the rate of interest that applies irrespective of the balance of your accounts.

"stepped interest" means that different rates of interest will apply to different portions of your account balance. For example:

) if the rate of interest is 0.05% p.a. on that part of the account balance that is less than \$2,000 and 1.5% p.a. on that part of the account balance that equals or exceeds \$2,000; and
) your account balance is \$3,000,
the rate of interest applying to your account will be 0.05% p.a. on \$1,999.99 and 1.5% p.a. on the remainder.

"terms and conditions" means Sections A to P of this document, the Key Features Table in this document, Attachment A to this document, the relevant Fees and Charges brochure and the relevant Interest Rate Schedule provided to you with this document and, for a Term Deposit account also includes the Certificate of Investment you receive when you open your account and any other written advice we give you of the interest rate applicable to your account.

"tiered interest" means you will earn different rates of interest depending on the balance of your account.

One interest rate will apply to the entire balance of your account but that rate will depend upon the amount of your balance. When your balance reaches a higher tier you will receive the interest rate for that tier on the entire balance of your account. For example:

) if the rate of interest is 0.05% p.a. where the account balance is less than \$2,000 and 1.5% p.a. where the account balance is \$2,000 or more; and
) your account balance is \$3,000,
the rate of interest applying to the entire balance of your account will be 1.5% p.a.

"Verified by Visa" means the online authentication service provided for Visa cardholders when making online transactions at participating merchants.

"Visa Credit Card" means a credit card issued by us to you or an additional cardholder that bears the Visa symbol.

"we", "us", or "our" means Bendigo Bank, which may act through its Alliance Bank® agencies. References to our staff, branches and website refer to the staff, branches and website of the Alliance Bank® agent of Bendigo Bank named in this document, and references to contacting us also refer to that agent.

"you" and "your" means the holder of an account or if there is more than one of you, all of you jointly and each of you severally and includes without limitation a person, firm, body corporate, incorporated association, club or authority who is an existing account holder with us.

The singular refers to the plural and vice versa.

A reference to:

) a document includes any variation or replacement of it; and
) anything includes the whole and each part of it.

All examples used in this document are for illustrative purposes only.

Section B: General Terms and Conditions

Unless you have previously agreed to be bound by these terms and conditions, your first use of any account or payment facility indicates that you understand and agree to be bound by these terms and conditions.

1. Opening and Holding an Account

1.1 You must provide us with any information we reasonably require to open an account or provide a payment facility. Where you wish to open an account in the name of a deceased estate, you must provide us with the original or certified copy of one of the following:

- a) probate of the will of the deceased person granted to you as executor;
- b) letters of administration of the deceased person's estate granted to you as

- administrator; or
- c) death certificate of the deceased person and the will (if there is a will).

Where you do not provide us with probate or letters of administration, you must also give us an indemnity in a form acceptable to us against any loss caused by opening the account or allowing withdrawals from the account.

- 1.2 Subject to the requirements of any law, we may refuse to open an account or provide a payment facility.
- 1.3 You may not be eligible to open and hold all types of accounts. Refer to Key Features Table, Attachment A and relevant Fact Sheets for more information.

We may require you at any time to provide us with proof that you meet the eligibility requirements for an account. If:

- a) probate of the will of a deceased person is granted to you as executor; or
- b) you do not provide us with proof that you meet the eligibility requirements of the account when we ask for it, we may then change your account to another type of account to which this document applies.

We may require you to deposit a minimum amount with us in order to open an account. The minimum amounts that currently apply are set out in the Key Features Table.

There may be no minimum account balance required to maintain certain accounts. However, where an account has been opened without you depositing any amount (that is, with a zero balance) and you do not operate your account within 180 days of opening, we may close the account without giving you notice.

2. Identification

- 2.1 We need to obtain identification information as required by law, including Know Your Customer requirements under anti-money laundering and counter-terrorism financing legislation for all required parties. This will include information such as, for an individual, name, residential address and date of birth and for a business entity information such as details of directors and shareholders (as detailed in the table below).
- 2.2 Generally you can prove your identity by providing us with a driver's licence or photo ID issued by a State or Territory. Contact us to discuss what other forms of identification may be accepted.
- 2.3 Where the member is a trust, details of the trustee, settlor and beneficiaries may be required. Our staff

will advise you what items of identification are acceptable. We may also require other information such as information concerning the beneficial owner(s), business activities, business structure and reason for opening an account in Australia.

- 2.4 If you are unable to visit a branch or provide identification in another manner acceptable to us, there is also a certifier method of identification available. We can supply you with a special form, which must be signed by an acceptable certifier.
- 2.5 An acceptable certifier includes a solicitor, and Justice of the Peace. Please contact us for a complete list of all acceptable certifiers. You will be required to show identification such as your driver's licence, passport, birth certificate or citizenship certificate to the acceptable certifier.
- 2.6 There are special identification provisions for people under the age of 6 years and Aborigines and Torres Strait Islanders in isolated areas.

The table below lists minimum identification requirements for non-individual members.

Type of Entity	Identification Document Required
Sole Trader	<ul style="list-style-type: none"> All individual identification requirements.
Partnership	<ul style="list-style-type: none"> ABN Lookup (to be completed by Staff); or ASIC Search where applicable (to be completed by Staff); or Original, certified copy or certified extract of the Partnership Agreement; or Original, or certified copy of the minutes of a partnership meeting approving the establishment of the business relationship; or An original letter from the accountant or legal practitioner confirming the name and existence of the partnership dated within the last 12 months; AND All company or individual identification requirements (whichever is applicable).
Domestic Company	<ul style="list-style-type: none"> Company Search (to be completed by Staff).
Foreign Company	<ul style="list-style-type: none"> Company Search if registered in Australia (to be completed by Staff); or An original or certified copy of the company's certificate of registration issued by the relevant foreign registration body.
Trust	<ul style="list-style-type: none"> All company or individual requirements (whichever is applicable); Original or certified copy of the Full Trust Deed
Incorporated Association	<ul style="list-style-type: none"> An original, certified copy or certified extract of the Rules or Constitution of the Association; or ASIC Search (to be completed by Staff); AND Authorised original minutes of a meeting of the association.
Unincorporated Association	<ul style="list-style-type: none"> Authorised original minutes of a meeting of the association.
Body Corporate/Owners Corporation	<ul style="list-style-type: none"> Depending on whether the Body Corporate is an "Incorporated Association" or a "Domestic Company", supply supporting documentation as per that entity type; AND Plan of Subdivision documents issued by the State Government Planning Office; or Copy of rates notice from Local Council confirming Plan of Subdivision details.
Co-operative	<ul style="list-style-type: none"> Authorised original minutes of a meeting of the co-operative; AND ASIC Search (to be completed by Staff); or Information provided by the relevant government (State or Territory) registration body.
Government Body	<ul style="list-style-type: none"> Search a relevant Commonwealth, State, or Territory website (to be completed by Staff); AND Authorised original minutes of a meeting of the Government Body.

Verification

- 2.7 We may, and you consent to us doing so, seek verification of your identification and identification documents from independent sources and/or third party service providers.
- 2.8 We will keep details of all documents provided by you and will disclose or provide copies of your identification documents to third party bodies as required by law.
- 2.9 We may request, and you must provide, further documentary evidence of your identity as we deem necessary to confirm your identity.
- 2.10 We may request that you produce, and you must provide in person if necessary, the original and/or certified true copies of all documentary evidence confirming your identity.

Inability to Confirm Identity

- 2.11 In the event that we are unable to properly confirm your identity, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as your identity can be confirmed.

Additional Information

- 2.12 We may request, and you must provide, any other additional information we deem necessary in relation to your identity, personal affairs, business dealings and/or the purpose of your relationship with us.

In the event you refuse or fail to provide us with information we have reasonably requested, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as the information is provided.

- 2.13 You provide us with the following undertakings and indemnify us against any potential losses either you or we suffer arising from any breach by you of such undertakings:
- a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
 - b) the underlying activity/product for which internet banking is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).
- 2.14 More information is available from the Australian Transaction Reports and Analysis Centre (AUSTRAC) 1300 021 037.

3. Payment Facilities

Depending on the type of account you hold with us, you may be able to gain access to one or more payment facilities. The payment facilities that are currently

available with each type of account are set out in the Key Features Table.

4. Deposits and Withdrawals

Deposits

- 4.1 You may make deposits to your account in a number of ways including:
- a) at any of our branches by using a teller or one of our express deposit boxes (where available);
 - b) by mail;
 - c) by arranging an automatic deposit of your salary or other income or amounts to be paid directly into your account;
 - d) if your account is linked to a card, at any Post Office using Bank@Post™ (where available and subject to restrictions, see clause 44.4);
 - e) if you have access to phone banking or internet banking, by transferring funds electronically using these facilities;
 - f) by arranging an internal transfer from another account;
 - g) by arranging an electronic credit from another financial institution.

Some of the above methods for deposits may not be accessible by you when you are not in Australia.

- 4.2 The proceeds of a deposit may not be available for up to 5 business days after the deposit is made. It will usually take 3 business days for a cheque to clear. If we allow you to draw on a cheque before it has cleared, you will be liable for the amount of the cheque if it is subsequently dishonoured and you authorise us to debit the amount of the cheque plus applicable bank charges to your account. International deposits may be subject to extended clearance times.

- 4.3 We may not accept any cheque that is not payable to you whether the cheque has been endorsed in your favour or not.

- 4.4 You may request a special clearance on a cheque. When you request a special clearance on a cheque we will request the other bank to respond within 24 hours if the cheque is drawn on a branch in the same state as the place of deposit. If the cheque is an interstate cheque we will request the other bank to respond within 48 hours. We cannot assure you that the other bank will respond within these timeframes. You must pay us a fee for this service: see the relevant Fees and Charges brochure.

Withdrawals

- 4.5 Where these terms and conditions allow, you may make withdrawals from your account in a number of ways including:
- a) at any of our branches;
 - b) if your account is linked to a card:
 - (i) at any ATM;
 - (ii) via EFTPOS terminals;

- (iii) at a Post Office using Bank@Post™ (where available and subject to restrictions, see clause 44.4);
- c) if you have access to phone banking, by transferring funds electronically using BPAY;
- d) if you have access to internet banking, by transferring funds electronically using;
 - (i) BPAY;
 - (ii) Credit External payments;
 - (iii) Multiple Payments;
- e) using an automatic payment;
- f) if your account has a cheque facility, by writing cheques using a cheque book issued by us;
- g) by bank cheque.

Some of the above methods for withdrawals may not be accessible by you when you are not in Australia.

- 4.6 We can at our discretion impose a limit on the amount you can withdraw in cash from your account at a branch, from an ATM or via an EFTPOS terminal. Our current default for maximum daily withdrawal limit for transactions conducted using a PIN in conjunction with a card is \$1000 (for CHQ/SAV purchases). This amount may be varied for account holders upon application and approval. We may vary the default amount of this limit or any other limit we impose from time to time.
- 4.7 You should ensure that the purchase amount is correct on any electronic equipment you use when you perform a transaction.
- 4.8 EFTPOS outlets may have other restrictions on the amount of cash that can be withdrawn. Merchants or other institutions may impose additional restrictions on the use of your card, cheque book or PIN. The Post Office may impose restrictions on the use of Bank@Post™.
- 4.9 We may not allow a withdrawal unless we have proof of your identity that is satisfactory to us.
- 4.10 You authorise us to debit your account with all withdrawals you or an authorised signatory make from that account.
- 4.11 Some transactions require authorisation from us. We may choose not to authorise a proposed transaction. For example, if your card had been reported lost or stolen.
- 4.12 Contactless transactions are subject to separate transaction limits. These limits are imposed by us and the financial institution responsible for the EFTPOS terminal.

Refer to Key Features Table, Attachment A and relevant Fact Sheets for additional information.

5. Interest

- 5.1 We pay interest on your account as per the relevant Interest Rate Schedule.
- 5.2 If you have a Solicitor Trust Account, a Real Estate Trust Account or a Conveyancer Trust (VIC) Account we will pay interest at the rate, and to the person to whom we are required to pay the interest by the legislation which governs the account.

Interest Rates

- 5.3 The type of account you have will determine the type of interest. Some accounts have tiered interest and some have stepped interest (in which case more than one interest rate may apply) and others have a single rate of interest that applies irrespective of the balance of your account. Please refer to the relevant Interest Rate Schedule to find out what type of interest your account has.
- 5.4 We may change the interest rate from time to time at our discretion. This means that the interest rate may increase or decrease. If any law regulates such a change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 5.5 Our current interest rates are set out in the relevant Interest Rate Schedule. You can find out our current interest rates at any time by contacting one of our branches, phoning us or visiting our website.

Calculation and Crediting of Interest

- 5.6 We calculate interest by applying the daily percentage rate to the balance of your account (or, if it is stepped interest, to the relevant part of your balance) at the end of each day. The daily percentage rate is the relevant interest rate divided by 365, or in a leap year, 366.
- 5.7 The type of account you have will determine when interest is credited to your account. The Key Features Table sets out when interest is credited.

6. Fees and Charges

- 6.1 Fees and charges and Government charges may apply to your account and your use of payment facilities. You authorise us to debit these fees and charges and Government charges to your account or, in the case of a Solicitor Trust Account, Real Estate Trust Account, Conveyancer Trust (VIC) Account or Retention Money Trust (NSW) Account to your other primary demand deposit account. Current fees and charges are set out in the relevant Fees and Charges brochure. You can find our current fees and charges at any time by contacting one of our branches, phoning us or by visiting our website.
- 6.2 We may change the fees and charges from time to time including introducing new fees and charges and Government charges. There is no maximum limit for the amount of fees and charges we may impose. If the law regulates such a change we will only make the

change to the extent permitted by, and subject to, the requirements of that law.

- 6.3 We may at our sole discretion waive any or all fees and charges from time to time, substitute one fee or charge for an alternative fee or charge, or impose a lower fee or charge.

For example: If a direct debit dishonour fee is chargeable to your account due to insufficient funds, and your account is overdrawn and an overdrawn account fee is also payable, we may (but do not have to) charge you the lower of the two fees.

7. Transaction Processing

- 7.1 We may assign any date we reasonably consider appropriate to a debit or credit to your account, except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs. However, we will credit payments to your account as soon as practicable after we receive them. This is not necessarily the same day that you make the payment. For example, where you make a deposit via an ATM after 5pm Victorian time, that deposit may be held over and not processed until the next day that we are open for business. We give effect to the debit or credit based upon the date assigned to it by us.

- 7.2 We may subsequently adjust debits and credits to your account so as to accurately reflect the legal obligations of you and us, for example, because of an error or because a cheque is dishonoured. If we do this, we may make consequential changes, including to interest.

For example: If a payment or deposit is made into your account in error, we may withdraw that payment or deposit from your account without your consent, including any interest paid into your account on that payment or deposit. If you have spent those funds you will be required to repay them or your account may be overdrawn.

8. Bank Cheques

- 8.1 We can issue you with a cheque drawn on us, instead of you writing a personal cheque from your account. This is known as a bank cheque and is usually used where a cheque facility is not attached to an account or the payee has specifically requested a bank cheque in payment for goods or services. There is a fee for the issue of this type of cheque. Current fees and charges are set out in the relevant Fees and Charges brochure.

- 8.2 Although most people regard bank cheques as cleared funds, they are not equivalent to cash.

A bank may dishonour a bank cheque including if:

- a) the signature of an officer of a bank is forged or placed on the cheque without the bank's authority;

- b) the cheque has been fraudulently or materially altered;
- c) a fraud or other crime has been committed;
- d) the bank is advised that the cheque is lost or stolen;
- e) there is a court order preventing the bank from paying the cheque;
- f) the bank has not received payment or value for the issue of the cheque.

- 8.3 If the cheque is lost, destroyed or stolen, we may provide a replacement cheque for a fee. Current fees and charges are set out in the relevant Fees and Charges brochure.

9. Overdrawn Accounts

- 9.1 You must not overdraw your account, use a payment facility or request a payment service which could overdraw your account, unless we have agreed to provide you with an overdraft facility for your account.

- 9.2 If you do overdraw your account in breach of these terms and conditions:

- a) we may debit the overdrawn amount to your account;
- b) we may restrict the way in which you gain access to your account, such as suspending card access;
- c) your account may incur an Overdrawn Account Fee. Current fees and charges are set out in the relevant Fees and Charges brochure;
- d) we may calculate interest on the overdrawn amount on a daily basis and you authorise us to debit it to your account until the overdrawn amount is repaid.
- e) you must repay the overdrawn amount immediately; and
- f) we may cancel any payment facility linked to the account.

- 9.3 We may change the interest rates for overdrawn accounts from time to time at our discretion. If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. Our current interest rates for overdrawn accounts are set out in the Relevant Interest Rate Schedule. You can find out our current interest rates at any time by contacting one of our branches, phoning us or by visiting our website.

- 9.4 We do not agree to provide you with credit merely because we debit an amount to your account that causes it to be overdrawn.

- 9.5 If you are the recipient of Centrelink benefits we will act in accordance with our obligations under the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments when exercising our rights in

relation to your overdrawn account, for example, where we combine accounts. In particular unless otherwise agreed, we will allow you to access up to 90% of your future Centrelink benefits until the account is no longer overdrawn.

If your account becomes overdrawn, please visit any of our branches to discuss your needs and arrange access to your account.

10. Account Combination

- 10.1 We may combine or set off the credit balance of any of your account/s against any debt owing by you to us from time to time.
- 10.2 We reserve the right to transfer funds from one of your accounts to another, where the accounts are held in the same name. This may become necessary in the event your account/s is overdrawn, over its limit or in arrears.
- 10.3 We reserve the right to combine your accounts (including, without limitation, closed accounts and written off accounts) in your name at any time without prior notice to you. We will, where possible, promptly advise you if it has been necessary to transfer any funds between your accounts. However, we are under no obligation to tell you of our intentions prior to transferring funds between your accounts.
- 10.4 When combining accounts we will comply with any applicable requirements of the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments.
- 10.5 The following exception applies to monies held by members of the professional accounting bodies. We are not entitled to combine the account with any other account, or to exercise any right to set-off or counterclaim against monies in that account in respect of any sum owed to us on any other account. Any interest payable in respect of the account balance is credited to that account and the account name must include the term 'trust account' in its title.
- 10.6 We will not exercise our right to combine or set off your accounts in connection with amounts you owe in respect of any credit facility which you hold with us that is regulated by the National Credit Code:
- a) while we are actively considering your financial situation as a result of your hardship application (we may ask you, as a condition of not exercising our right to combine or set off your accounts, to agree to retain funds in an account until our decision on your hardship application has been made); or
 - b) while you are complying with an agreed arrangement with us resulting from our consideration of your hardship application.

11. Statements and Confirmation of Transactions

- 11.1 We will issue you with a statement of account at least once every 6 months.

If you would like to receive a statement of account more frequently, please contact one of our branches. A fee may apply to this service. Current fees and charges are set out in the relevant Fees and Charges brochure.

- 11.2 You must check your statement of account and immediately notify us if you notice an error or possible unauthorised transaction on that statement. You should keep your statements safe for future reference.
- 11.3 You agree that confirmation of transactions involving your account or any payment facility may be provided by:
- a) statement of account;
 - b) phone banking and internet banking, if you have access to either of those services (not all fees are available for inquiry via these channels);
 - c) you requesting confirmation at any of our branches.
- 11.4 You agree that any request you make for a balance or information using phone banking or internet banking or by any other means, in relation to any account which is regulated by the National Credit Code is not a request for a statement of a kind referred to in that Code in respect of that regulated account.

Refer to Key Features Table, Attachment A and relevant Fact Sheets for additional information.

12. Receipts and Vouchers

- 12.1 When you use our equipment to access your account we will provide you with a record of your transaction, unless you specify that a record is not required. You must check your record of the transaction and keep it to reconcile to your statement.
- 12.2 We strongly advise you to keep all of these documents in a safe place, as you may need them to do things such as complete tax returns, confirm payments have been made for goods and services and check what payments and cheques are unpresented and how much money you have in your account at any one time.
- 12.3 If you misplace any of your account records or need us to provide you with information about any of your transactions, such as cheques you have written out or interest payments for tax purposes, we can help by conducting a search of our records. A fee may apply for this service to cover our costs. Current fees and charges are set out in the relevant Fees and Charges brochure.
- 12.4 You should keep your credit card vouchers and printed records of transactions to reconcile to your

statement. We are not obliged to provide you with copies of merchant or transaction vouchers.

13. Joint Accounts

13.1 This clause applies if an account has two or more names jointly.

Understanding Your Obligations

13.2 You may choose to operate accounts jointly with other persons.

13.3 If you do, your liability under these terms and conditions is both joint and several. This means that each of you is liable both on your own and together for the whole of any debit balance on the account. You should carefully consider any arrangement which involves you becoming a joint account holder.

13.4 It is up to you and the other joint account holder(s) to specify how many signatories are required to operate a joint account. Account operating instructions are part of your contract with us and may only be altered by written notification to us, signed by each party to the joint account. However, any joint account holder(s) can cancel operating instructions by contacting us, which will require that all future instructions be given jointly by all joint account holder(s).

13.5 Despite any instructions you may give us to the contrary, we may insist that the joint account only be operated on the signatures of all joint account holders if:

- a) one of the joint account holders requests us in writing to do so; or
- b) we are notified of any dispute between the joint account holders; or
- c) we are notified of the death or bankruptcy of any of the joint account holders.

13.6 You agree that each of you act as an agent for the other and that we can send a copy of a notice or statement to all or any one of you, except where we are legally obliged to do otherwise.

13.7 You agree that each joint account holder may have access to information about the account without the consent of the other joint account holders.

13.8 In the event of your death, the account will be treated as the account of the surviving account holder(s) only.

14. Authorised Signatories and Operating Instructions

14.1 You may ask us, in writing, to authorise one or more other people to access and operate your account. A person who is authorised to operate your account is called an authorised signatory.

14.2 Where there is more than one authorised signatory you must specify how many of the authorised signatories must authorise a transaction in order to operate your account. Your instructions in relation to

how many authorised signatories must authorise a transaction in order to operate your account are called operating instructions.

14.3 If you are a company, body corporate, club or association, we may require appointment of authorised signatories and directions as to operating instructions to be under common seal or authenticated by minutes of a resolution of your directors or governing body.

14.4 We do not have to agree to your request to add an authorised signatory to your account, but if we agree we may impose conditions. If we do not agree to your request, we will notify you.

14.5 Where you request that a person be authorised as an additional cardholder, and where we agree to that request:

- a) that person must be:
 - (i) 12 years or older (for a rediCARD access); and
 - (ii) 16 years or older (for Visa Debit cards);
- b) we will issue to that person a card linked to your account (“additional card”);
- c) you authorise us to debit your account with all transactions made using the additional card and you will be responsible and liable for these transactions as if you had made them yourself;
- d) these terms and conditions apply to the additional card in the same way that they apply to your card.

14.6 You can arrange to have the authority of an authorised signatory cancelled, stopped or revoked, or your operating instructions changed at any time.

You must also return to us any card (cut in half for your protection) or cheque book that we have issued to that person. You remain responsible for all transactions made using an additional card or cheque book until they are returned to us, or you have taken all reasonable steps to return them to us.

14.7 We are entitled to act on instructions given by your authorised signatories in accordance with your operating instructions. We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to the operation of your account. Subject to Section J: BPAY, Section M: Credit External Payment and Section O: Multiple Payments you are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.

14.8 These terms and conditions, other than this clause 14, apply to the authorised signatory in the same way that they apply to you. You should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were you. If the authorised signatory does not comply with these terms and conditions, you will be in default.

- 14.9 You consent to us giving an authorised signatory information about your account.

Refer to Key Features Table, Attachment A and relevant Fact Sheets for additional information.

15. About Loan Offset Accounts

- 15.1 A loan offset facility is only available on certain transaction account/s and must be linked to a principal and interest or interest only residential or investment home loan with us. You can choose between a partial or full discounted offset rate (where a partial offset is available), however the full offset rate is not available on fixed rate loans. Details of the discounted rates can be obtained by contacting us. Linked accounts must be in exactly the same name. You can find out more about eligibility simply by contacting us for further information.
- 15.2 Your account may be linked to only one loan at any particular time. You may change the loan to which your account is linked at any time, provided the alternative loan complies with the terms and conditions outlined above, upon written notification to us.
- 15.3 Transaction account/s linked to loans through an offset facility will not earn interest. The daily balance (defined below) in your account will be used to offset your linked loan account for the purpose of calculating the interest payable on your linked loan account. Interest on your linked loan account will be calculated at a discounted rate on the amount equal to the daily balance held in your linked transaction account. Interest on the remaining balance of your linked loan account will be calculated at the rate that applies to your linked loan account. Your offset benefit will be detailed in your account statement.
- 15.4 The daily balance in your account is the balance at the end of the day. If your account has a debit balance at the end of the day, your balance for that day for offset purposes will be deemed to be zero. If your account has a balance greater than the balance of your linked loan account at the end of the day, your daily balance for that day for offset purposes will be deemed to be equal to the balance of your linked loan account. You will not earn interest on the excess amount.
- 15.5 Where more than one transaction account is linked to the one loan account, the daily balance used for offset purposes is that of the combined end of day balances of all of these accounts.
- 15.6 Upon closure of the linked loan account, the offset facility on your transaction account/s will be removed or your dedicated offset account will be converted to a transaction account.
- 15.7 We may vary your loan contract to cancel a loan

offset facility at any time giving you 30 days written notice.

- 15.8 We may at any time combine or set off the balance of your transaction account/s and your linked loan account (refer to clause 10). If we combine/set off your accounts we will promptly inform you. We need not notify you in advance.

16. Cancelling a Payment Facility

- 16.1 We may at our absolute discretion cancel a payment facility at any time without notice to you. Without limiting the circumstances in which we may cancel a payment facility, we may cancel a payment facility if:
- a) we have received notice of your mental incapacity, bankruptcy or death;
 - b) we believe any of your card, cheque book, PIN, password, access number, security token, SMS one time password or any other access method are being used, or will be used, in a way that will cause loss to you or us;
 - c) we reasonably believe you induced us to issue the payment facility by fraud;
 - d) you or an authorised signatory breach any of these terms and conditions;
 - e) we close your account;
 - f) in the case of phone banking or internet banking, Multiple Payments, Credit External payments or automatic payments, the security or quality of the service is threatened.
 - g) you fail to comply with our instructions or in the case of Multiple Payments, APCA Regulations.
- 16.2 We will take and promptly process your instruction to cancel a direct debit request which is set up using your account number. You may cancel a direct debit request at anytime by giving us notice in writing, via telephone, via secure email (where available) or by coming into one of our branches and talking to a staff member.
- 16.3 You are encouraged to maintain a record of any regular payment arrangement entered into with a merchant using your card number.
- 16.4 To either change or cancel any regular payment arrangement set up using your card number you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the regular payment arrangement with the merchant directly we must accept the merchant's transaction. If possible you should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute the transaction.
- 16.5 Should your card number be changed i.e. as a result of being lost or stolen you must request the merchant

to change the details of your existing regular payment arrangement to ensure arrangements continue. If you fail to undertake this activity your regular payment arrangement either may not be honoured by us or the merchant may stop providing the goods and/or services.

- 16.6 Should you elect to close your card account or your account is closed by us you should contact the merchant to amend any regular payment arrangement set up using your card number; as the merchant may stop providing the goods and/or services.
- 16.7 If we cancel a payment facility we will notify you as soon as possible afterwards except if we cancel a direct debit or periodical payment facility after being advised by the payee that no further payment is required or your account is closed.
- 16.8 You may alter, stop or cancel a payment facility at any time by giving us notice in writing or by coming into one of our branches and talking to a staff member.
- 16.9 If your card is cancelled, you must immediately return to us all cards issued to you or an additional cardholder (cut in half for your protection). You will be liable for any transaction you or any additional cardholder make until the card is returned to us. If you use your card after it is cancelled, we can tell any merchant that the card has been cancelled.
- 16.10 If your cheque facility is cancelled, you must immediately return to us all unused cheques issued to you or an authorised signatory. We may dishonour any cheque presented after cancellation of your cheque facility. You will be liable for any cheques presented after cancellation that have not been dishonoured.
- 16.11 If your access to phone banking or internet banking is cancelled, we may refuse any transaction you initiate through these facilities without giving any reason or advance notice to you.
- 16.12 If you cancel a direct debit or periodical payment facility, we must receive your instructions at least 1 business day prior to the due date of the next payment, otherwise that payment may nevertheless be made. For direct debit cancellations we may suggest that you contact the merchant concerned.

17. Stopping or Closing Your Account

- 17.1 You may request us to close your account only if it is in credit. You may close the account by:
- visiting one of our branches and telling us you wish to close the account;
 - sending a written request to us, and returning to us all unused cheques and all cards linked to that account;
 - where an account has been forcibly closed by us due to being overdrawn for an extended

period of time, we may request such funds to be repaid before a new account will be established.

- 17.2 If a card is linked to your account we require 14 days notice of your wish to close your account. You must return to us all cards issued on the account at the time of giving notice. This 14 day period is to allow for outstanding card transactions to be presented for payment before the account is closed.
- 17.3 We may close your account at any time, due to unsatisfactory conduct or if we consider it necessary to prevent fraud or other losses to you or us or to protect our legitimate interests, by giving you notice that is reasonable in all the relevant circumstances and reimbursing you for any amount standing to the credit of your account. If you or an authorised signatory breach any of these terms and conditions or your account is open with a zero balance and you do not operate your account within 180 days of opening, we may close the account without giving you prior notice.
- 17.4 We will give you notice as soon as possible after closing the account (unless we have previously given you notice) and will reimburse you for the amount standing to the credit of your account. This will not apply where we close any account opened with a zero balance and which has not been operated within 180 days of opening.
- 17.5 If your account is closed:
- we will cancel any card linked to the account, cancel any cheque facility linked to the account and disable your access to other payment facilities linked to the account;
 - you must return to us all cards, any security tokens issued to you, and all unused cheques linked to the account;
 - you will be liable for any transactions that were not processed, or that occur, on the account (including, but not limited to, outstanding merchant purchases, cash advances and cheques presented) at the time the account is closed;
 - you must pay to us on demand all unpaid fees and charges prior to closing the account;
 - we will automatically cancel any periodical payments.
- 17.6 You should make arrangements for any automatic payments, direct debit, direct credit payments, interest payments, periodical payments, sweep facilities or ongoing Credit External payments that are paid into or out of your account to be re-directed before the account is closed.
- 17.7 We reserve the right to withdraw any account from offer without notice.
- 17.8 We may place a stop on your account if:

- a) you are in breach of any of the terms and conditions;
- b) you have not provided us with information that we have asked you to provide;
- c) we receive notice of your mental incapacity, bankruptcy or death;
- d) we become aware of any dispute which in our reasonable opinion has a bearing on the account.

If we place a stop on your account, you or anyone else will not be able to make any withdrawal transactions on the account or otherwise operate it. Credit transactions will still be allowed unless you specifically request credit transactions be stopped also.

We are not liable for any loss or damage arising from placing a stop on your account.

- 17.9 If we receive notice of a dispute from a third party who claims a beneficial interest in the funds held in the account, we may at our discretion freeze the account until the dispute has been resolved to our reasonable satisfaction.

18. Dormant Accounts

- 18.1 If you do not operate your account for a number of years, your account may be deemed dormant.
- 18.2 If your account does become dormant we may send you a letter (to the address noted for that account) advising you that your account is dormant and that you have the following options:
- a) you can make a transaction to re-activate the account;
 - b) you can contact us by phone to discuss further options;
 - c) you can close the account; or
 - d) you can close the account and open another account with us that is more suitable to your current needs.

If you are unable to attend a branch to take up any of the above options, please contact us or talk to staff in any of our branches advising of your situation. This may prevent a fee being charged.

- 18.3 If we do not hear from you your account may be closed and where required to do so by law, the balance of your account will be sent to the Commonwealth Government as unclaimed money.

19. Changes

- 19.1 Acting reasonably, we may change these terms and conditions at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 19.2 If you have a Term Deposit and we give you notice of a change that causes detriment to you (excluding any

changes to Government charges or any changes we are required to make to comply with our legal obligations), you may opt-out of the change by written notice to us within 30 days of the date the notice is given. If you do so, that change will not apply to you until your next review date.

- 19.3 Subject to the requirements of any law, you agree that we can give notice of changes to these terms and conditions and of any change that affects any of the matters specified in this document (including changes to fees and charges and interest rates):
- a) in writing (including by notice in your statement of account);
 - b) by an advertisement in a major daily newspaper published in Australia; or such other frequency as published by the overseas local major newspaper (as applicable);
 - c) in such other manner as we reasonably consider is likely to come to the attention of as many account holders as possible; or
 - d) in accordance with clause 30.3.
- 19.4 If a Government charge payable directly or indirectly by you is introduced or varied, we will notify you by advertisement in the local media or in writing unless the introduction or variation is publicised by the Government.

19.5 The following table sets out how and when we will notify you of changes

Type of Change	Minimum number of days notice*
Any change that is an increase in fees or charges.	30
A variation of the method by which interest is calculated. A variation of the frequency with which interest is debited or credited. A variation of the balance ranges within which interest rate apply.	30
Increase your liability for losses relating to EFT transactions.	30
Impose, remove or adjust the daily or periodical withdrawal limits applying to the use of an access method, an account from which we permit you to initiate EFT transactions, or electronic equipment.	30
Change to an interest rate	No later than the day on which the change takes effect.
Other changes to the EFT conditions, BPAY conditions or Credit External conditions (that are not caught by the above).	If we believe the change is unfavourable to you, 30. Otherwise, as soon as reasonably possible and before the change takes effect.
Other changes to the terms and conditions, apart from a change in Government charges payable directly or indirectly by you (that are not caught by the above).	If we believe a change is unfavourable to you, 30. Otherwise, as soon as reasonably possible and no later than the date of the change.

* Notwithstanding the above, we may give you a shorter notice period, or no notice period, of a change if:

-) it is reasonable for us to manage a material and immediate risk, in which case we will tell you about the change as soon as reasonably possible; or
-) it is a change to or the introduction of a government charge that you pay directly, or indirectly, under these terms and conditions. In that case, we will tell you about the change or introduction reasonably promptly after the government notifies us unless the government publicises the change or introduction.

20. Tax

- 20.1 When you open an account with us, you have the option of supplying us with your Tax File Number, or if applicable your Australian Business Number. If you don't, we are required by law to deduct withholding tax from your interest, at the highest marginal rate plus the Medicare Levy and forward it to the Australian Taxation Office.
- 20.2 Similar requirements also apply to joint accounts where one or more of the account holders have not supplied their Tax File Number.
- Providing your Tax File Number is NOT compulsory, but is advisable.**
- 20.3 If you are entitled to an exemption in relation to this tax you should advise us of your type of exemption and provide any supporting documentation we may require.
- 20.4 If your account is an offset facility that is linked to a loan account, there is no interest entitlement that is subject to income tax and the only benefit is the right to the interest reduction on the loan account under the offset arrangements. Loan account offset arrangements are subject to rulings and policies of the Australian Taxation Office, which may change.

What Happens if I Don't Provide My Tax File Number?

- 20.5 If you choose not to provide us with your Tax File Number, we are required to deduct withholding tax at the highest marginal tax rate – plus the Medicare Levy, when you earn interest income of \$120 or more a year.

Note: Generally children under 16 do not need to provide us with a Tax File Number, however, where the child's investment income (or interest) is likely to be \$420 per annum or more, it is advisable to obtain a tax file number as interest earned in excess of \$420 is subject to withholding tax.

Deductions of withholding tax are calculated on a daily pro-rata basis, regardless of whether or not the account earns more than \$420 in interest during the financial year.

The above clauses 20.1, 20.2, 20.3, 20.4 and 20.5 do not apply if you are not a resident of Australia. We are required to withhold Australian non-resident withholding tax from interest income earned on your account which is currently 10%.

21. Privacy

- 21.1 We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us.
- 21.2 You can obtain information about privacy in our Privacy Policy which is available upon request at any

of our branches or on our website.

22. Resolving Complaints

- 22.1 We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.
- 22.2 You can raise your concern or complaint with us by:
- speaking to a member of our branch staff directly,
 - telephoning us directly,
 - emailing us,
 - writing to us.
- 22.3 If you want to raise a complaint directly with Bendigo Bank, you can contact the Customer Feedback Team at:

Reply Paid PO Box 480
Bendigo 3552
Telephone: 1300 361 911
8:30am – 5:00pm (AEST/AEDT)
Monday to Friday
Email: feedback@bendigoadelaide.com.au

If you are not satisfied with the response provided, you can refer your complaint directly to the appropriate External Dispute Resolution (EDR) scheme (refer to clause 23).

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC):

GPO Box 5218
Sydney NSW 20014
Telephone: 1300 363 992
Email: enquiries@oaic.gov.au
Web: www.oaic.gov.au

- 22.4 If your problem relates to a payment you made via a Credit External payment, clause 102 may apply instead of this clause 22.

Complaints About EFT Transactions

- 22.5 If your complaint is in relation to an EFT transaction, we will advise you in writing of the procedures for investigating and handling the complaint.
- If we are unable to resolve the complaint within 30 days, we will notify you of this fact, inform you of the reasons for the delay, provide you with monthly updates on the progress of your complaint and specify a date by which a decision can reasonably be expected (unless we are waiting for a response from you and we have told you that we require that response);
 - and the complaint involves a credit card account and we decide to exercise any rights we may have under the rules of the credit card scheme:

- (i) the time limits under the rules of the scheme will apply;
- (ii) the reference to "30 days" in paragraph (a) above is replaced with "60 days" and we will provide you with updates every two months instead of each month.

We will advise you in writing of the above time limits and when you can reasonably expect a decision. Your obligation to pay any amount which is the subject of a complaint, and any credit or other charges related to that amount, will be suspended until the complaint is resolved;

- c) when we have completed our investigation of your complaint, we will promptly advise you of the outcome of that investigation, the reasons for that outcome including references to relevant clauses of the ePayments Code and, except where the complaint has been resolved completely in your favour, we will inform you of any further action you can take under the ePayments Code. Our advice will be in writing unless we are able to resolve the matter immediately to the satisfaction of both you and us;
- d) if on completion of our investigation we decide that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use, we will supply you with copies of any documents or other evidence relevant to the outcome of our investigation, including information about any logs or audit trails relating to the transaction and advise you whether there was any system or equipment malfunction at the time of the transaction; for example if you don't protect your internet access by using a firewall, anti-virus software, security tokens or SMS one time password it could contribute to the chance of unauthorised transactions;
- e) if we conclude as a result of our investigation that your account has been incorrectly debited or credited we will promptly make adjustments to your account (including making adjustments to interest and charges) and notify you in writing of the amount by which your account has been debited or credited as a result;
- f) alternatively, if we decide to resolve your complaint in your favour, we may adjust your account accordingly within 7 business days of receiving the complaint and provide the information required by paragraphs (c) and (e) and close the investigation. When we choose this course of action we are not required to comply with clauses 22.5 and paragraph (d);
- g) if we fail to observe the appropriate

allocation of liability in accordance with the relevant clauses of the ePayments Code or fail to explain the reasons of any findings that you are liable by reference to relevant aspects of those paragraphs, or in any material respect we fail to observe the complaint investigation and resolution procedures set out in this clause or as required by the ePayments Code, and where such failure has contributed to a decision by us against you or delayed the resolution of your complaint, we may accept full or partial liability for the amount of the transaction which is the subject of your complaint.

23. Australian Financial Complaints Authority

- 23.1 We are a member of the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

GPO Box 3
Melbourne, VIC, 3001
Telephone: 1800 931 678
Website: www.afca.org.au
Email: info@afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expire.

24. If You Have Changed Your Name or Address

- 24.1 If you have changed your name, we will need to amend our records as soon as possible. Before amending our records, we will require evidence of your name change, such as a marriage certificate, birth certificate, decree nisi or dissolution of marriage, or certificate of registration of change of name.
- 24.2 If you have changed your address (home or business where relevant) you must provide us with your new address as soon as possible, either by calling into one of our branches, by telephoning us or by writing to us.
- 24.3 You should advise us of the details of all of your accounts so that all our records can be changed.
- 24.4 You must notify us in writing as soon as possible of any proposed or actual changes to your financial or legal status (including name changes, mergers, administration or receivership, schemes of arrangement, bankruptcies, liquidations, windings up, dissolutions or acting or failing to act in a manner which could result in any of these situations) or any other material changes that may affect or impact upon your use of your account or any payment facility or your ability to continue operating in a financially viable manner.
- 24.5 You must notify us in writing immediately if you are a company and there is a change in your directors.

24.6 We will not be liable for any loss you suffer as a result of your failure to notify us immediately of a change in your directors or circumstances.

25. If You Need to Send Money Overseas or Have Received Funds from Overseas

25.1 We can send money overseas for you in Australian or foreign currencies. You can ask us to make an international telegraphic transfer to an overseas bank nominated by you. We do not have to agree to your request. You can also ask us to prepare a bank draft for the foreign currency amount, for you to send overseas by mail.

25.2 If you have received funds from overseas, you can bring the foreign currency cheque or document into our nearest branch, where our staff will be happy to convert the funds into Australian dollars and deposit the converted amount into your account. You will not be able to draw against these funds until they have cleared. We reserve the right not to accept any foreign currency cheque or document or accept it on a collection basis only.

25.3 Fees and charges apply for the provision of these services. Current fees and charges are set out in the relevant Fees and Charges brochure.

26. Banking Code of Practice

26.1 We are bound by the Banking Code of Practice and the relevant provisions of the Banking Code of Practice apply to this contract if you are an individual or small business. If you are not an individual or small business then the Banking Code of Practice does not apply to this contract. The Banking Code of Practice is a code of conduct which sets standards of good banking practice for us to follow when dealing with you. You may obtain a copy of the Banking Code of Practice from any of our branches or by visiting our website.

26.2 The Banking Code of Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you are in financial difficulty so that we may discuss your situation and the advisability of you reading the terms and conditions applying to this banking service.

26.3 You should inform us promptly if you are in financial difficulty so that we may discuss your situation.

27. Financial Claims Scheme

The Financial Claims Scheme protects depositors through the provision of a guarantee on deposits (up to a cap) held in Authorised Deposit-taking Institutions (ADIs) in Australia and allows quick access to their deposits if an ADI becomes insolvent. As such please note the following information:

-) you may be entitled to a payment under the Financial Claims Scheme in the event of us becoming insolvent;
-) accessibility to the Financial Claims Scheme is subject to eligibility criteria; and
-) information about the Financial Claims Scheme can be found at www.fcs.gov.au.

The Financial Claims Scheme will be applied to all accounts held with Bendigo Bank, by aggregating accounts up to the cap through all distribution channels, including under the Bendigo Bank, Community Bank and Alliance Bank brands.

The Australian Government has given notice that it is reviewing the application of the Financial Claims Scheme to accounts held by non-residents of Australia. This may result in the Financial Claims Scheme no longer applying to accounts held with us by overseas members.

28. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

28.1 We are committed to the regulatory requirements for anti-money laundering and counter-terrorism financing.

28.2 To comply with these requirements we may:

- a) require you to provide to us, or otherwise obtain, any additional documentation or other information;
- b) suspend, block or delay transactions on your account, or refuse to provide services to you;
- c) report any, or any proposed, transaction or activity to anybody authorised to accept such reports relating to AML/CTF or any other law.

29. Liability

Subject to any other provision of these terms and conditions, to the extent permitted by law, we and our agents are not liable to you for or in connection with:

- a) any loss or damage you suffer as a result of using your account or a payment facility;
- b) any delay or failure in processing a transaction on your behalf;
- c) any transaction which is processed by us on your behalf;
- d) any failure, malfunction, delay or error (for any reason) of any equipment, system or software (including, without limitation, the telephone, internet enabled device, software and telecommunications and ISP services you or an authorised signatory use to access an account or payment facility);
- e) any unavailability or failure of a payment facility to accept instructions from you;
- f) any failure of a card, access number, password or PIN to permit you or your authorised signatory to access a payment facility;
- g) any unauthorised access to, or disclosure of information relating to your account through a payment facility;
- h) any other action taken or not taken in relation to your account or a payment facility.

30. Other

- 30.1 We may decide, at our discretion, the order in which payments will be processed.
- 30.2 Notices and other communications for us may be:
- a) given personally to one of our staff at any of our branches or sent by post or facsimile to our registered office
 - b) given by any other means permitted by law.
- 30.3 Subject to the requirements of any law, communications for you may be:
- a) given to you personally or left at any address specified by you or your residential or business address last known to us;
 - b) sent by prepaid post to any of these places;
 - c) sent by facsimile to your residential or business facsimile number last known to us;
 - d) given by any other means permitted by law.

We may also give you notices and other communications by making them available electronically (for example, by publishing them on our website) and notifying you that we have done so and how you can obtain the notice or communication. However, we will not give you a notice or communication in this way if you have notified us that you do not want to receive notices and communications from us in this way. You can notify us that you do not want to receive notices and communications from us in this way by contacting us.

31. Our Rights Under These Terms & Conditions

- 31.1 You must give us any information or documents we require to identify you or any person authorised to operate your account. Subject to the requirements of any law, you authorise us to check the authenticity of any such information or documents that you give to us.
- 31.2 Enforcement expenses may become payable if you breach these terms and conditions. For instance, if you overdraw your account without our written permission we may take legal action to recover the debt. Any reasonable expenses we incur in recovering our debt will be payable by you and you authorise us to debit the amount of these expenses to your account.
- 31.3 We may choose at any time to waive any of our rights under these terms and conditions. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under, these terms and conditions unless we give you written notice that it is a change to these terms and conditions.
- 31.4 Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Competition and Consumer Act, which cannot be excluded, restricted or modified by agreement. If

your account or payment facility is of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to re-supplying the services or the cost of re-supplying the services.

- 31.5 Part or all of any provision of these terms and conditions that is illegal or unenforceable will be severed from these terms and conditions, however the remaining provisions of these terms and conditions will continue in force.
- 31.6 We may assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate.
- 31.7 You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.
- 31.8 To the extent that the National Credit Code applies to these terms and conditions and:
- a) that Code would otherwise make a provision of these terms and conditions illegal void or unenforceable; or
 - b) a provision of these terms and conditions would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, these terms and conditions are to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

When Your Credit Rating Could be Affected

- 31.9 If your account(s):
-) become overdrawn without arrangements; and
 -) remain overdrawn for more than 60 days after the end of any period we allow for you to repay the amount overdrawn, then we may commence enforcement action and report your default to a credit reporting agency.

Section C: Cheque Facility

32. Availability of the Cheque Facility

A cheque facility is only available in connection with some accounts. The Key Features Table indicates the accounts in respect of which a cheque facility is available and eligibility requirements that apply. In addition, you must be 18 years of age or over to apply for a cheque facility.

33. Issuing and Writing Cheques

- 33.1 Your right to use cheques drawn on us and the cheque book issued by us is at all times at our discretion. We reserve the right at any time to suspend or withdraw those rights and facilities or to refuse to pay any cheque. The cheque facility is not available for use outside Australia. The cheque book

and all unused cheques will always remain our property and, if we ask, they must be returned to us.

- 33.2 You may only write cheques on the forms we supply or approve. All cheques that you write must be completed clearly and signed by you or an authorised signatory. You should only sign a cheque after it has been filled out.
- 33.3 You must not sign blank cheques. If you sign a blank cheque you risk the person you hand the cheque to filling out the cheque for any amount you have not authorised or addressing the cheque to a person you have not authorised. We will not be held liable for any cheques you have signed whilst they are blank, nor will you be able to make a claim against us for the amount of the cheque.
- 33.4 You must take all reasonable care to prevent fraud occurring in relation to your cheque facility.
- 33.5 When filling out a cheque you should always write the amount of the cheque in words as well as figures, as words are more difficult to alter. You should:
- try not to leave any gaps between the words or figures as to prevent insertions;
 - begin the amount in words with a capital letter as close as possible to the words "The sum of" and draw a line from the end of the amount in words to the printed \$;
 - begin the amount in figures as close as possible to the printed \$;
 - add the word "only" after the amount in words.

This can help to reduce the risk of fraud. If you fail to take these simple precautions you may be held liable for any loss suffered and prevented from making a claim against us for any loss you may suffer.

- 33.6 You should never write on or fill out a cheque with pencil or erasable ink.
- 33.7 The issuing of a cheque by you or an authorised signatory authorises us to debit your account with the amount of any cheque signed by you or an authorised signatory in accordance with the operating instructions on the account. You or an authorised signatory should only write a cheque if there are sufficient funds available in your account.
- 33.8 When you provide a cheque to another, you may not be able to recover possession of that cheque (even if it is subsequently paid). You agree that we are under no obligation to assist with the recovery of possession of any cheque and forever waive any right which you may otherwise have to require us to assist with recovery.

34. What is the Effect of Crossing a Cheque?

Crossing a cheque means drawing two transverse parallel lines from top to bottom on the face of the cheque. When

you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed.

What is the Meaning of "not negotiable"?

- 34.1 The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.
- 34.2 For example, if your cheque has been stolen and passed by a thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief has no rights to the cheque and therefore has passed no rights to the innocent person.

35. What is the Meaning of "account payee only"?

These words on a cheque are a warning to a bank with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.

36. What is the Significance of Deleting "or bearer"?

- 36.1 The words "or bearer" mean that (except in the case where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn has authority to pay it to any person in possession of it even if that person found it or sold it unless the bank has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an "order" cheque.
- 36.2 If a cheque is an "order" cheque then (except in cases where the cheque is crossed and must therefore be collected by a bank) the bank on which the cheque is drawn should only pay it:
- to the named payee; or
 - to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

37. Stopping Your Cheque

- 37.1 You may request payment to be stopped on a cheque which has not yet been presented for payment. However you must pay us a fee for this service. Current fees and charges are set out in the relevant Fees and Charges brochure.
- 37.2 To stop a cheque you must call into your local branch or telephone us. You should identify the cheque clearly by telling us the name of the account, the amount of the cheque, the number and date of the cheque and the name of the payee.

38. Dishonouring Cheques

- 38.1 We may, at our discretion, dishonour a cheque if:
- you have insufficient cleared funds or available credit in your account to cover the cheque;

- b) the cheque has not been completed correctly or is incomplete (including but not limited to a cheque that is unsigned, undated, post-dated (which is a cheque dated later than the date it was written), stale, has no payee stated or has been materially altered and you have not authorised the alteration);
- c) you have instructed us to stop payment on the cheque;
- d) we have received notice of your mental incapacity, bankruptcy or death; or
- e) the cheque is poorly or illegibly completed.

38.2 If your account is closed or your cheque facility is cancelled we may dishonour any cheque presented after closure or cancellation, unless you make other arrangements with us.

38.3 A dishonour fee may apply if a cheque is dishonoured. Current fees and charges are set out in the relevant Fees and Charges brochure.

38.4 Our right to take actions to recover money you owe us will not be prejudiced by any decision we make to meet payment on any cheque.

38.5 If a cheque deposited to your account is dishonoured, the cheque will not be returned to you. We may however in certain circumstances provide you with an electronic image of the cheque or other details we have which may assist you with a claim against the writer of the cheque.

39. Lost or Stolen Cheques and Cheque Books

39.1 You must keep your cheque book and all unused cheques out of sight and in a safe place at all times (for example a locked drawer or cabinet). This will help reduce the risk of theft.

Note: As a general rule you should treat your cheque book the same way as you would a large sum of cash.

39.2 You must keep your cheque book separate from any plastic cards or other material that bears your signature. You must not leave signed blank cheques in your cheque book.

39.3 If any cheque or your cheque book is lost or stolen or misused, you must notify us as soon as possible by contacting your local branch or by telephoning us.

39.4 If you delay unreasonably in advising us that a cheque or cheque book is lost or stolen or misused, other people may be able to withdraw money from your account without your permission. If you fail to notify us as soon as possible, you may be held liable for any unauthorised transactions occurring on your account before you notified us and you authorise us to debit any such amounts for which you are liable to your account.

Example: If you become aware that your partner has

been using your cheque book and you delay or fail to report your partner's activity to us you may be deemed to have consented to your partner's use of your cheque book and will not be able to make a claim at a later date.

39.5 You agree to promptly review your account statements. You must notify us within 30 days of the date of receipt of a statement of account if you have any cause to suspect that there is any cheque withdrawal recorded on your statement that you did not authorise or that the information relating to any cheque withdrawal is incorrect. If you do not, then subject to any applicable law, you do not have any right to make a claim against us in respect of such withdrawal (for example, a forged cheque).

40. Liability

40.1 We and our agents are not responsible, or liable, for:

- a) any arrangement or transaction which is conducted or processed by us on your behalf;
- b) the dishonour or failure to dishonour any cheque drawn by you;
- c) any delay or failure in processing a transaction on your behalf;
- d) any damages or loss whatsoever that you may suffer as a result of a cheque being dishonoured; and
- e) any other actions taken or not taken in relation to your cheque facility.

40.2 We and our agents will not be liable for paying on any altered or forged cheques, and will not be liable for any such losses arising from or in connection with the paying on altered and or forged cheques, where the alteration and/or forgery could not be easily detected or where the alteration and/ or forgery is due to or has been facilitated by the omission, negligence or fraud of you or your agents, employees or any third party connected with the drawing of the cheques.

Section D: Passbooks

Not all accounts have a passbook. Please refer to the Key Features Table for accounts that may have this facility.

41. About Your Passbook

41.1 If you have a passbook, your passbook is a record of the transactions on your account. Each time you present your passbook for updating we will record particulars of each transaction on your account including the amount of the transaction and the current balance of your account. You should present your passbook each time you make a deposit or withdrawal at one of our branches.

If you receive direct credits into your account or use your account for phone banking or internet banking, you should regularly present your passbook at one of our branches for updating.

If you do not present your passbook for updating we may send you a print out of the updated entries for

your record of these transactions on your account. In this instance these transactions may not be updated in your passbook.

42. Security of Your Passbook

- 42.1 Your passbook should be safeguarded from theft or unauthorised use. Under no circumstances should you keep a visible record of your signature with your passbook. This includes signed withdrawal forms or cards.
- 42.2 You must notify us as soon as possible of the loss, theft or misuse of your passbook by contacting us at one of our branches or by phoning us. If you fail to notify us as soon as possible, you may be held liable for any unauthorised transactions occurring on your account before you notify us and you authorise us to debit any such amounts for which you are liable to your account.

Section E: Cards

We warrant that we will comply with the requirements of the ePayments Code.

This section and Section F apply if we issue a card that is linked to an account to which this document applies. However, it only applies to a credit card to the extent that the card is used to access any of the accounts to which this document applies (it does not apply when you use these cards to access credit accounts).

43. Your Card

- 43.1 You must be 12 years of age or more to apply for a rediCARD, 16 years of age or more to apply for a debit card or 18 years of age or more to apply for a credit card. In addition, the cards may not be available on all accounts. The Key Features Table indicates the accounts for which they are available.
- 43.2 The issue and use of a card is at all times at our discretion. The card will always remain our property and must be returned to us on demand.
- 43.3 We may issue replacement cards at any time. For example, we may issue a replacement card when the cardholder has changed his or her name, or when the card has been damaged. If we issue a replacement card to you or an additional cardholder, you or the additional cardholder must not use the card it replaces and you remain liable for any use of the replaced card. A fee for card replacement may apply. Current fees and charges are set out in the relevant Fees and Charges brochure.
- 43.4 Before the expiry date of your card, we will automatically issue you with a renewal card unless you request us in writing not to do so. At least two months prior to your card expiring, you must notify us of any changes to your address. This will ensure our records are up to date in the event that we mail your reissued card directly to you.

- 43.5 You must sign your card as soon as you receive it and ensure that any additional cardholder also immediately signs his or her card. A card may not be accepted unless it has been signed. Your card is only valid for the period shown on it.

- 43.6 We will give a card to you by mailing it to your address registered with us. Once you have received the card, you are responsible for the security of the card.

- 43.7 You may be required to produce suitable identification when using your card.

44. Using Your Card

- 44.1 Your card must be linked to a primary demand deposit account which is eligible to have card access.

Within Australia

- 44.2 You can use your card at an ATM operated by another financial institution to:
- a) make withdrawals from your account;
 - b) obtain account balances for your account; and
 - c) you may also be able to transfer money from one account to another depending upon the particular financial institution which operates the ATM.

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs.

- 44.3 If available on your card, you can use a Bank@Post™ terminal (however the Post Office may have restrictions and Australia Post reserves the right not to process a transaction) to:
- a) make withdrawals from your account;
 - b) make deposits to your account.

Bank@Post™ transactions can only be conducted through Post Offices in Australia.

- 44.4 You can use your card at any EFTPOS terminal in Australia to purchase goods and services or withdraw cash from your account, providing the merchant operating the EFTPOS terminal has a policy which allows for cash withdrawals.

- 44.5 You can use your card at a contactless terminal to perform a contactless transaction if your card is capable of performing such a transaction. A cash withdrawal cannot be completed when performing a contactless transaction.

Outside Australia

- 44.6 You can use your visa debit or credit card to withdraw funds from your account at ATMs overseas showing the Visa symbols.

- 44.7 You should contact us or your local branch before travelling for information on use of your card overseas.

Within Australia and Outside Australia

44.8 You can use your card to purchase goods or services via mail order, by telephone or by other means (such as the Internet) where the merchant accepts that form of payment.

Other

44.9 The fact that any promotional material is displayed at the premises does not mean that we guarantee that all goods and services available there may be obtained by using your card. We are not responsible if a merchant or financial institution refuses to accept your card, does not allow cash withdrawals or places other limitations on using your card.

44.10 We are not responsible for the following, unless the law says we are:

- a) any goods or services which you have obtained from a merchant using your card;
- b) any refund by a merchant.

If you have any complaints about goods or services, you must raise them directly with the merchant.

44.11 We do not warrant that ATMs will always have money available.

45. Card Transactions

45.1 All transactions need authorisation from us. We can refuse to authorise a proposed transaction if:

- a) the transaction exceeds the cleared funds;
- b) your card has been reported lost or stolen;
- c) we have any other good reason to do so.

45.2 You authorise us to give information to other persons for the purpose of authorising transactions made using your card or any additional card.

45.3 You authorise us to debit your account with the amount of any purchases, withdrawals and any other transactions made using your card or any additional card.

46. Additional Cards

Please refer to clause 14 for information about requesting us to authorise a person as an additional cardholder to access and operate your account.

47. Foreign Currency Transactions

47.1 Transactions in foreign currency amounts conducted using your debit card or credit card incur a fee. Current fees and charges are set out in the relevant Fees and Charges brochure. They are converted (depending on the foreign currency converted) into either:

- a) Australian dollars at the appropriate Visa International exchange rate or
- b) United States dollars and then into Australian dollars at the appropriate Visa International exchange rate.

47.2 The Australian dollar amount is then debited to your account.

47.3 When you use your card outside Australia you are bound by any exchange control requirements of the Reserve Bank of Australia.

Section F: Phone Banking and Internet Banking

We warrant that we will comply with the requirements of the ePayments Code.

This section and Section G apply if you register for access to phone or internet banking.

48. Applying for Internet Banking or Phone Banking

48.1 You can apply for access to phone banking or internet banking at your nearest branch or by contacting us.

48.2 Phone banking and internet banking is not available for all accounts. The Key Features Table indicates the accounts for which they are available.

48.3 You must be at least 12 years of age to be eligible for phone banking or internet banking.

49. Access Numbers, Passwords and PINs

49.1 If we approve your application, we will provide you with your access number and a temporary PIN or password. The temporary PIN or password is valid for 24 hours from the date of issue. Before the end of that period you must use that access number and temporary PIN or password to access phone banking or internet banking for the first time. You will then be asked to select and enter a PIN or password and to re-enter the same PIN or password to confirm.

49.2 You acknowledge and accept that:

- a) the access number we issue you, together with your selected PIN or password, is the means by which you use phone banking and internet banking and we identify you;
- b) anyone using your access number and PIN or password will be able to have access to and conduct transactions on a nominated account using phone banking or internet banking;

- c) the use of an SMS one time password or security token in internet banking will enhance the security of your access.

49.3 You authorise us to act upon all instructions given to us using your access number and password or PIN and subject to any other provision of these terms and conditions, you are liable for any such instructions.

49.4 We may delay acting on an instruction.

49.5 You agree that you are bound by our Website Terms of Use when you use our website.

50. Services Available Using Phone Banking and Internet Banking

50.1 By using phone banking and internet banking you may be able to:

- a) review the balance of a nominated account to determine the current or available balance;
- b) transfer funds between nominated accounts;
- c) arrange recurring or future specific date funds transfers;
- d) review the transaction history of a nominated account;
- e) select a nominated account and view transaction related details including the date of the transaction, the type of the transaction (such as a withdrawal, BPAY payment or cheque transaction) and the amount;
- f) perform selected transaction enquiries;
- g) select an individual or a range of transactions on a nominated account for closer examination;
- h) access Alerts which allows you to establish account balance thresholds and to nominate methods (including SMS or email) for notification if the thresholds are exceeded (internet only);
- i) make BPAY payments;
- j) authorise transactions on a nominated account where more than one signatory would normally be required. With the Authorisations feature, one signatory to the account can "set up" a transaction for authorisation by other signatories either real time or at a future date (internet only);
- k) transfer funds using the Credit External function to any account at any financial institution within Australia that is identified by a valid BSB number and account number (internet only);
- l) opt for electronic and/or paper statements.

51. Equipment

It is your responsibility to obtain and maintain any electronic equipment (e.g. computer hardware or touchtone telephone) which you may need to have to access phone banking and internet banking.

52. Authorised Users

Please refer to clause 14 for information about requesting us to authorise a person as an authorised user to use phone banking or internet banking.

53. Access

53.1 You will only have access to accounts where:

- a) the accounts you seek to access, using phone banking or internet banking, are your accounts with us;
- b) you are registered with us as the registered account holder or signatory or have the authority as an authorised user or the registered account holder to access or conduct transactions on the accounts;
- c) we have received no notification or we are unaware that the nominated account is under any dispute of any kind with any other party or entity;
- d) we have received no notification or we are unaware that an application for bankruptcy or liquidation has been filed either by you, or issued or lodged by another person or entity.

53.2 We recommend the use of a SMS one time password or security token to ensure the most secure form of access.

53.3 We may at our discretion insist you obtain and use a SMS one time password or security token. Your internet banking access may be limited or suspended in circumstances where you refuse to obtain and use a SMS one time password or security token.

53.4 We will make reasonable efforts to ensure the availability of phone banking and internet banking during the hours we have specified from time to time and ensure that information we make available to you through phone banking and internet banking is correct.

53.5 We may block access to phone banking and internet banking at any time without notice if we believe either service is being misused by you or used without your authority.

53.6 Where your access has been blocked due to fraudulent activity, you will be required to use a SMS one time password or security token, firewall software and anti-virus software, update your operating system and provide proof of the same on your internet enabled device before access will be reinstated.

53.7 We may withdraw electronic access to your account without prior notice to you in the event of any of our equipment or system malfunctions.

53.8 We may remove your electronic access without giving you notice where you have not accessed the internet banking or phone banking system for at least 12 months.

53.9 If you give us notice to cancel your access or your authorised user's access you remain bound by these terms and conditions which may apply notwithstanding that your access or your authorised user's access has been cancelled.

Security Tokens or SMS One Time Password

53.10 We will issue you with a security token or SMS one time password as an added security feature to prevent unauthorised access to your nominated account and to enable you to make payments via internet banking securely.

53.11 When we issue you with a security token or SMS one time password, you authorise us to act on all instructions we receive using your security token or SMS one time password.

53.12 Your security token or SMS one time password may be required to authenticate payments made via internet banking. Use of your security token or SMS one time password is your electronic authorisation of transactions and suitable care and responsibility must be taken regarding its use and access.

53.13 You must ensure that the PIN code provided by your security token or SMS one time password is not disclosed to any unauthorised person. If you fail to comply, we shall be immediately entitled to cancel your use of the payment service via internet banking.

54. Exiting Internet Banking

If you use internet banking you must click on the logout button when you have finished using the service. This is particularly important in a work environment or another environment where the terminal you are using may be left unattended for a reasonable period of time.

55. Confirmation of Transactions

55.1 We will provide you with a transaction receipt number every time you make a transaction on your account using phone banking or internet banking. You should record the transaction receipt number and it should be quoted if you or they have any queries in relation to that transaction.

55.2 Subject to the requirements of any law, where you carry out a transaction through internet banking on our website and we make a transaction record or receipt (which you can save or print) available to you on the website immediately on completion of the transaction, we will not provide you with a paper transaction record or receipt.

56. Our Responsibility for Phone Banking and Internet Banking

56.1 Subject to any other provisions of these terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:

- a) any failure, malfunction, delay or error (for any reason) of any equipment, system or software which is not controlled or provided

by or on behalf of us (including, without limitation, the telephone, internet enabled device, software and telecommunications and ISP services you use to access phone banking or internet banking);

- b) any unavailability or failure (of which you should have been aware) of phone banking or internet banking to accept instructions from you;
- c) any failure of an access number, PIN or password to permit you to access phone banking or internet banking;
- d) disclosure of information relating to your accounts through phone banking or internet banking where the information has been obtained by or in conjunction with any person using your PIN, password or access number;
- e) any unauthorised access to your information transmitted by us through phone banking or internet banking in relation to a nominated account; or
- f) any failure of an "authentication key" to permit you to access internet banking.

56.2 You acknowledge and accept that phone banking and internet banking may only show transactions and balances current as at the previous business day.

57. Liability

57.1 You will be liable for all transactions on your account carried out by using an access number or PIN. You authorise us to debit all such transactions to your account.

57.2 Except as set out in this clause 57, we will not be liable for any loss or damage you suffer as a result of using phone banking or internet banking.

57.3 You indemnify us and our agents against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

- a) did not observe any of your obligations under the terms and conditions in this section; or
- b) acted negligently or fraudulently in connection with the other terms and conditions.

However, you are not obliged to indemnify us in respect of any loss or damage we suffer to the extent it was incurred due to fraud, negligence or wilful conduct of us, our employees or agents or a receiver appointed by us.

57.4 To the full extent permitted by law we are not liable for any loss as a result of using phone banking or internet banking other than any loss or damage which is due to fraud, negligence, wilful misconduct of us, our employees or agents or a receiver appointed by us or breach of any condition or warranty implied by law which cannot be excluded,

restricted or modified at all or only to a limited extent.

- 57.5 You acknowledge and accept that phone banking and internet banking may only show transactions and balances current as at the previous business day.

Section G: Use and Security of Your Card, Access Number, Security Token, Password and PIN

This section applies if you have a card, access number, security token, password or PIN.

58. Protecting Your Card, Access Number, Security Token, Password and PIN

- 58.1 The security of your card, access number, security token, password and PIN is very important. You may be liable for unauthorised transactions which you contribute to by not keeping your card, password and PIN secure. Your liability is governed by clause 62 or clause 60 for non PIN generated transactions).

58.2 You must ensure that you:

- a) keep your card access number, security token, password and PIN secure and protected;
- b) do not tell anyone your PIN or password;
- c) do not record your PIN or password anywhere, in electronic or written form;
- d) do not select a PIN that is easily identified with you (e.g. your date of birth, your name or part of it or your phone number);
- e) do not select a PIN that is a common or easily guessed combination (e.g. repeated or consecutive numbers such as 5555 or 1234);
- f) do not provide your PIN, password or card to any person (including a family member or a friend);
- g) do not allow any unauthorised person to observe or hear your PIN or password.

58.3 You must also ensure that your additional cardholders do each of these things.

58.4 If you have a card you must also ensure that you:

- a) sign your card as soon as you receive it;
- b) keep your card in a safe place;
- c) check regularly that you have your card in your possession;
- d) take steps to ensure that no one else has access to the PIN notification you receive through the mail. We recommend that you destroy the PIN notification once you have memorised it;
- e) do not record your PIN on your card or carry any record of your PIN in an undisguised form with the card (merely placing a couple of digits at the beginning or end of your PIN disguising it as a telephone number or birth date is not sufficient);
- f) do not let anyone use your card. You may be legally liable if someone else uses your card

and PIN, with or without your permission;

- g) destroy expired cards;
- h) collect your card from the ATM after completing a transaction.

58.5 You must also ensure that any additional cardholder does each of these things.

58.6 The following ways of recording a PIN are often deciphered by thieves and it is strongly recommended that these ways are not used for recording PIN's:

- a) recording the PIN as a series of numbers with any of them marked, circled or highlighted to indicate the PIN;
- b) recording the PIN with surrounding information that makes it stand out from its context. For instance, a PIN recorded as a 4 or 6 digit telephone number where all other numbers are 8 digits;
- c) recording the PIN as a string of digits in isolation from other information; and
- d) recording the PIN as a birth date, postcode or telephone number without additional features of disguise.

58.7 A reasonable attempt must be made to protect the security of a PIN. Making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, includes but is not limited to:

- a) hiding or disguising the PIN record among other records,
- b) hiding or disguising the PIN in a place where a PIN would not be expected to be found,
- c) keeping a record of the PIN in a securely locked container, or
- d) preventing unauthorised access to an electronically stored record of the PIN.

58.8 You must not act with extreme carelessness in failing to protect the security of your PIN where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour. An example of extreme carelessness is storing your PIN in an unprotected computer or diary under the heading PIN.

59. Loss, Theft and Unauthorised Use of Your Card, Access Number, Security Token, Password or PIN

59.1 You must notify us immediately if:

- a) any record you may have of your PIN or password, or any record your authorised user or additional cardholder may have of their PIN or password, is lost or stolen;
- b) someone has stolen your card or your additional cardholder's card;
- c) you have lost your card or your additional cardholder has lost their card;
- d) you become aware or suspect another person knows your PIN or password or has used your PIN or password without your

authority;

- e) you or an additional cardholder become aware or suspect another person knows their PIN or password or has used their PIN or password without their or your authority;
- f) someone steals the token from you;
- g) you lose your security token.

In Australia, for lost or stolen cards, during business hours call 02 4860 4000 or 1300 367 500; after business hours call the toll free line 1800 648 027.

Overseas

By telephoning +61 2 8299 9101; or visit the Visa International website at www.visa.com to obtain a toll free number for the country you are travelling in.

- 59.2 Any unreasonable delay in notifying us may expose you to liability for losses incurred as a result of unauthorised access or transactions. Liability for unauthorised transactions is set out in clause 62 (or clause 60 for non PIN generated transactions).
- 59.3 If for any reason you cannot contact the hotline, then contact your local branch or our Administration Office during normal business hours. You are not liable for any unauthorised transactions which could have been prevented during any period of unavailability of all these contact points as long as you notify us within a reasonable time of a contact point becoming available.
- 59.4 When you report the loss, theft or unauthorised use of your card, PIN or password to the Hotline, you will be given a notification number which you should retain as evidence of the date and time of your report.
- 59.5 You should confirm any verbal notification in writing or at one of our branches as soon as possible.
- 59.6 If you find your card after reporting it lost or stolen, do not attempt to use it. Cut it up and return it to us. We cancel all cards reported lost or stolen.
- 59.7 You can arrange for an emergency replacement card, if required, when the card is reported lost or stolen, directly to us. A fee for card replacement may apply. Current fees and charges are set out in the relevant Fees and Charges brochure.

60. Your Liability for Non PIN Generated Transactions

- 60.1 You are not liable for any transaction performed without your permission, unless you have contributed to the loss by:
 - a) letting someone else use your card; or
 - b) unreasonable delay in notifying us of the loss, theft or unauthorised use of your card.

If you did either of these things, we may hold you liable for all transactions carried out using your card

up to the time you notify us of the loss, theft or unauthorised use of your card.

- 60.2 A disputed transaction may include:
 - a) An unauthorised transaction – a transaction which you believe was not authorised by use of the card or account by a cardholder. This includes any unauthorised telephone, internet or mail orders or any other unauthorised transactions on your account.
 - b) General dispute – a transaction which you wish to dispute. This may include a transaction which has been processed to your account more than once, or a transaction which was authorised by the use of your card or account which you wish to dispute.

Despite notifying us of a disputed transaction, you remain liable for any purchase made by a cardholder or any person authorised by a cardholder.

- 60.3 Visa has a dispute resolution process that is contained in the operating rule of the card scheme. This process sets out the specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'. We will claim a chargeback right where one exists and you have disputed the transaction within the required time frame. We will claim the chargeback for the most appropriate reason. Our ability to investigate any disputed transaction on your account, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of the card scheme. The timeframes for us to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of transaction. We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with card scheme rules.

- 60.4 Electronic transactions.
If the ePayments Code is applicable to a disputed transaction, the timeframes as specified in 60.3 may not apply in certain circumstances.

- 60.5 Our ability to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify us within the required timeframes. For this reason, it is in your interest to report any disputed transaction to us immediately and certainly no later than the due date shown on the statement of account. Where it can be shown that you have unreasonably delayed notifying us, you may be liable for the loss on any disputed transaction.

- 60.6 If a dispute is withdrawn or resolved in favour of the merchant, a voucher retrieval fee may apply. Refer to the current relevant Fees and Charges brochure.

- 60.7 Where a dispute is resolved in your favour, we will make the necessary adjustments to any interest and fees charged as a result of your dispute.
- 60.8 To report an unauthorised transaction, please contact us by:
- Telephone; or
 - In person at your local branch.

Section H: EFT Transactions – PIN, Password and/or Access Number Generated Transactions

We warrant that we will comply with the requirements of the ePayments Code.

61. Liability for Authorised Transactions

- 61.1 You are responsible for all transactions carried out using a PIN, password and/or access number by you or by anyone else with your knowledge and consent.
- 61.2 If our equipment or a system malfunctions after having accepted your instructions or fails to complete the transaction in accordance with your instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account, including an adjustment of any interest or fee.
- If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.
- 61.3 If you are aware or should have been aware that the equipment, terminal or system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of errors in your account and the refund of any fee imposed as a result.
- 61.4 We may withdraw electronic access to your account without prior notice to you in the event of any equipment or system malfunction.

62. Liability for Unauthorised Transactions

- 62.1 You will not be liable for losses arising out of:
- a) unauthorised transactions where it is clear that you or an additional cardholder have not contributed to the loss;
 - b) the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents or employees;
 - c) any component of an access method that is forged, faulty, expired or cancelled;
 - d) unauthorised transactions occurring after you have notified us as required by these terms and conditions of the loss, theft or misuse of a card, forming part of an access method or that the security of a PIN, password and/or access number has been breached;

- e) transactions which require the use of a card, PIN, password and/or access number forming part of your access method and that occurred before you have received that card, PIN, password and/or access number (including a reissued or replacement card, PIN, password and/or access number);
- f) the same transaction being incorrectly debited more than once to the same account.

62.2 You are liable where we can prove on the balance of probability that you or an additional cardholder have contributed to the losses in any of the following ways:

- a) through your or an additional cardholder's fraud;
- b) by you or an additional cardholder voluntarily disclosing the PIN, password and/or access number to anyone, including a family member or friend;
- c) by keeping a record of the PIN that can be used together with a card (without making any reasonable attempt to disguise the PIN or prevent unauthorised access to the PIN) on the one article, or on several articles, carried with the card, so that they are liable to loss or theft simultaneously with the card;
- d) by keeping a record of your PIN, password and/or access number (without making any reasonable attempt to protect the security of the records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;
- e) where we permit you or additional cardholder to select or change a PIN or password, by selecting numbers which represent the user's or cardholder's birth date or letters which are a recognisable part of their names, if immediately before this was done we specifically warned you not to do so and that you might incur liability by doing so;
- f) by acting with extreme carelessness in failing to protect the security of the PIN, password and/or access number;
- g) where the ePayments Code requires, that the recording or voluntary disclosure of one or more but not all of the codes forming part of the access method was the dominating contributing cause of the loss;
- h) by leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

62.3 In these cases, you will be liable for the actual losses which happen before you or an additional cardholder notified us that the card had been misused, lost or stolen or that the security of a PIN or password forming part of the access method has been breached, but you will not be liable for any of the following amounts:

- a) that portion of the losses incurred on any one

day which exceed the applicable daily withdrawal limits;

- b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
- c) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
- d) all losses incurred on any accounts which we and you had not agreed could be accessed using the access method;
- e) any losses incurred as a result of conduct we expressly authorised you to engage in;
- f) any losses incurred as a result of you disclosing, recording or storing a PIN and/or access number in a way that is required or recommended for the purposes of using an account access service such as when you provide your codes to an aggregator service or store your codes in an electronic wallet on your computer which is expressly or impliedly promoted, endorsed or authorised by us.

62.4 Where we can prove on the balance of probability that you or an additional cardholder have contributed to the losses by unreasonably delaying notification after becoming aware of the misuse, loss or theft of a card forming part of the access method, or that the security of all the codes forming part of the access method has been breached, you are liable for the actual losses which occur between when you or an additional cardholder became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we were actually notified, but you are not liable for any of the following amounts:

- a) that portion of the losses incurred on any one day which exceed any applicable daily withdrawal limits;
- b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
- c) that portion of the total losses incurred on any account which exceeds the balance of that account;
- d) all losses incurred on any accounts which you and we had not agreed could be accessed using the access method.

62.5 Where we cannot prove you were liable under clauses 62.2 or 62.4 and a PIN, password and/ or access number was required to perform the unauthorised transaction, you will be liable for the least of:

- a) \$150;
- b) the balance of those accounts (including any prearranged credit) which you and we have agreed may be accessed using the access method;
- c) the actual loss at the time we were notified

(where relevant) that the card has been misused, lost or stolen or that the security of the codes forming part of the access method has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily withdrawal or other periodical withdrawal limits).

62.6 You authorise us to debit any amount for which you are liable under this clause 62 to your account.

Section I: Term Deposits

Term Deposit accounts are investment accounts which provide for a fixed rate of interest for the investment term provided you do not make additional deposits to, or withdrawals from, your account prior to the renewal date (refer to clauses 65 and 66). You must choose the investment term at the time you open your account as this will determine the rate of interest we pay on your investment.

The accounts to which this section applies have different features and some have restrictions. You should select the Term Deposit which most closely suits your needs. Set out in the Key Features Table are the main features of, and restrictions applying to, the Term Deposit accounts.

This document does not contain all the terms and conditions which apply to your Term Deposit account. Some of the terms and conditions will be contained in the Certificate of Investment and relevant Interest Rate Schedule we issue to you when you open your account.

Unless you have previously agreed to be bound by these terms and conditions, your first use of any account indicates that you understand and agree to be bound by these terms and conditions.

63. Opening and Holding a Term Deposit Account

63.1 When you open a standard Term Deposit Account, or a Limited Offer Term Deposit Account (refer to clause 63.2), you will receive a Certificate of Investment. Your Certificate of Investment will record the details of your investment and will include such information as the date and amount of your initial deposit, the investment term, the interest rate and the frequency with which interest will be credited. When you open an account, you will also receive a relevant Interest Rate Schedule which will detail the interest rate tiers applicable to your account.

63.2 We may make available Limited Offer Term Deposit Accounts from time to time. We reserve the right to withdraw these products from offer without notice. If we make Limited Offer Term Deposit Accounts available, then these are only available for the term and rate of interest we specify and additional terms and conditions may apply.

63.3 You must choose an available investment term before you open your account. The available investment terms are set out in the relevant Interest

Rate Schedule.

64. Deposits and Withdrawals

Deposits to a Term Deposit

64.1 You may only make deposits to your account as follows:

- a) after the initial deposit to the account, you may make additional deposits to your account within 10 days of the initial deposit.
- b) after that 10 day period, you can add to your Term Deposit but only at maturity. At maturity, you can increase the amount of your Term Deposit provided additional funds are received prior to maturity of your current Term Deposit.

You can make these deposits at any of our branches. Some of the above methods for deposits may not be accessible by you when you are not in Australia.

64.2 If you make an additional deposit to your account, we may, depending on the amount deposited, increase the interest rate payable on the balance of your account (see clause 66.4).

Withdrawals from a Term Deposit

64.3 Where these terms and conditions allow you to make withdrawals, you may make withdrawals from your account in a number of ways including:

- a) at any of our branches;
- b) by instructing us to credit the funds directly into another account at any Australian financial institution; or
- c) by bank cheque. We may charge you a fee for this service: See the relevant Fees and Charges brochure.

Some of the above methods for withdrawals may not be accessible by you when you are not in Australia.

Withdrawals on the Renewal Date

64.4 You may withdraw part or all of your funds from your account on the renewal date.

64.5 We can at our discretion impose a limit on the amount you can withdraw in cash from your account at a branch.

Withdrawals Prior to the Renewal Date

64.6 If you wish to withdraw or transfer your funds after the grace period (see clause 68.4) and before the next renewal date, we may at our discretion not permit the withdrawal or transfer for up to 31 days (or the next renewal date if sooner) from the day you give us notice by making the request at a branch during opening hours. However we will permit withdrawal or transfer during this period in the case of proven hardship. A reduced interest rate may be applied to your funds (see clause 65.1(a)). If we decide not to permit your withdrawal or transfer during this period, your funds will be paid or transferred on the business day after the expiry of the 31 days or the next renewal

date, as applicable.

64.7 If you wish to withdraw part or all of your funds prior to the renewal date, you will need our agreement. Withdrawals are not normally permitted during the investment term. All requests must be made in writing. If we agree to a withdrawal prior to the renewal date, we will reduce the interest rate payable on the amount withdrawn (see clause 65.1(a)) and we may, depending on the amount withdrawn, reduce the interest rate payable on the balance of your account (see clause 65.1(b)).

65. Interest Rate Reduction for Early Withdrawal

65.1 If we agree to a withdrawal prior to the renewal date:

- a) an interest rate reduction will apply to the deposit amount redeemed before maturity. Refer to the relevant Fees and Charges brochure for details. Interest at the reduced rate will be calculated from the date you make the initial deposit to the day before the date of the withdrawal. When an interest payment has already been paid on the term, this interest adjustment may impact the principal;
- b) the money you leave in your account will continue to earn interest at the rate originally specified or, if the withdrawal results in the balance of your account falling into a lower interest tier, the interest rate that will apply on and from the date of the withdrawal will be that applying to the amount of the remaining balance for the investment term as set out in the relevant Interest Rate Schedule at the last review date or, if there has not been a review date, the date of your initial deposit. The schedule will be given to you when you open your account or, where your investment has been renewed, sent to you with your Term Deposit Maturity Notice.

65.2 Where an additional deposit or interest credit forms part or all of the amount withdrawn prior to the renewal date, the interest rate reduction resulting from the withdrawal will be calculated for the period from the date of the additional deposit or interest credit to the day before the date of the withdrawal. We will treat deposits and credits made to your account first as having been withdrawn from your account first.

66. Interest

66.1 We pay interest on your account.

Interest Rates for Term Deposits

66.2 The type of account you have in conjunction with the investment term you select will determine the rate of interest that applies to your account. All Term Deposit accounts apply tiered interest.

66.3 Subject to clauses 65.1 and 66.4, your interest rate will be fixed for the investment term at the time you

make your initial deposit. It will be based on the prevailing interest rates of the day. You will be advised of your interest rate at the time you open your account and it will be recorded in your Certificate of Investment. On renewal, your interest rate may change (see clauses 68.2, 68.3 and 68.4).

- 66.4 If you make an additional deposit to your account prior to the renewal date, the interest rate may change. In particular, if you make an additional deposit to your account which results in the balance of your account reaching a higher interest tier, the interest rate that will apply to the balance of your account on and from the date of that additional deposit will be the interest rate applying to that particular amount for the investment term you have chosen at the date of your initial deposit (it will not be the prevailing interest rate applying on the day you make the additional deposit).

Details of the interest tiers applicable to your investment, assuming you do not withdraw your funds prior to the renewal date, will be set out in the relevant Interest Rate Schedule. The schedule will be given to you when you open your account or, where your investment has been renewed, sent to you with your Term Deposit Maturity Notice.

Calculation and Crediting of Interest

- 66.5 We calculate interest by applying the applicable daily percentage rate to the balance of your account at the end of each day. The daily percentage rate is the relevant interest rate divided by 365, or in a leap year, 366.
- 66.6 Interest is credited at the renewal date or at any available frequency you tell us when you open your account. The available frequencies with which interest can be credited are set out in the relevant Interest Rate Schedule. You will be advised of the frequency with which interest will be credited in respect of your account at the time you open your account and it will be recorded in your Certificate of Investment.
- 66.7 You can elect to have interest credited to your account or directly into another account at any Australian financial institution. If you wish to change the account to which your interest is credited, you may do so at any time by giving us notice in writing, via internet banking or by visiting one of our branches.

67. Your Investment Options

- 67.1 We will send you a Term Deposit Maturity Notice before the renewal date for your investment, which will advise you that your investment term is due to expire. This advice will contain the following information:
- opening and closing balance for the investment term;
 - interest earned on the account.

We will also include with your Term Deposit Maturity Notice an Interest Rate Schedule which will set out an indicative interest rate that may apply to your investment if you choose to renew your investment for the same investment term, or if your investment is automatically renewed in accordance with clause 68.1. The new interest rate will be based on the prevailing interest rate applying to that particular investment amount and investment term on the renewal date. The Interest Rate Schedule will detail the interest tiers and interest rates current at the time of printing.

Important Note: The rates and tiers may change prior to your renewal date. You should check the current interest rates and tiers with us on the renewal date.

- 67.2 Before the renewal date you may contact us to provide instructions regarding your investment. At this time you may instruct us to renew your investment on the terms set out in the Term Deposit Maturity Notice, to reinvest your funds for a different investment term, to increase the amount of your investment, or you may advise us you wish to close the account or withdraw part of your funds.

68. What Happens on the Renewal Date

- 68.1 On the renewal date, we will automatically renew your investment for a period equal to that of the previous investment term (or the nearest equivalent investment term if the previous investment term is no longer available), unless we receive written instructions to the contrary before this date.
- 68.2 If you instruct us to renew your investment or your investment is automatically renewed in accordance with clause 68.1, it will be renewed from the renewal date.
- Your indicative interest rate will be set out in the relevant Interest Rate Schedule (which will be sent to you together with your Term Deposit Maturity Notice) and will be the indicative rate applicable to your investment term. Your interest rate will then be fixed for that investment term provided you do not make any additional deposits to, or withdrawals from your account before the renewal date.
 - If you make additional deposits to, or withdrawals from your account before the renewal date, then depending on the amount deposited or withdrawn, your interest rate may change. Details of the indicative interest rate tiers applicable to your investment will be set out in the relevant Interest Rate Schedule sent to you with your Term Deposit Maturity Notice.
- 68.3 If your investment is renewed you will be issued with a new Certificate of Investment. This will contain confirmation of the interest rate applied, which may

be different to the indicative rate included with your Term Deposit Maturity Notice.

- 68.4 You have a grace period of 10 days from the renewal date to change the details of your investment (for example, increase the amount of your investment or the length of the investment term). If you elect, within this period, to reinvest for a different investment term or to add to, or reduce, your investment:
- a) your investment will be renewed at the prevailing interest rate applying to the particular investment amount and investment term you have chosen on the renewal date (and not necessarily the indicative interest rate advised in the Term Deposit Maturity Notice). Your interest rate will then be fixed for that investment term, provided you do not make additional deposits to, or withdrawals from, your account prior to the renewal date. If you do, then depending on the amount deposited or withdrawn, your interest rate may change.
 - b) we will record the details of your investment including your new interest rate (assuming you do not make additional deposits to, or withdrawals from your account prior to the renewal date), investment term and the frequency with which interest will be credited, in a new Certificate of Investment that we will issue to you. Details of the indicative interest tiers applicable to your investment will be set out in the relevant Interest Rate Schedule sent to you with your Term Deposit Maturity Notice.
 - c) your new investment term will be effective from the renewal date (and not the date you change the details of your investment).
- 68.5 If your investment is renewed (either in accordance with clauses 68.2, 68.3 or 68.4) the term and conditions set out in this document will apply as if the amount of the investment that is renewed, and the renewal, were an initial deposit.

69. Statements and Confirmation of Transactions When We Will Issue a Statement of Account

- 69.1 You agree that statements of account for a Term Deposit will only be issued as detailed in this clause. Statements will be issued at the end of your chosen statement period (you can choose either six-monthly or monthly). You will be asked to select a statement frequency upon opening an account with us. You can change your statement frequency at any time by advising us. If your account is closed, we will issue you with a statement of account after the account is closed.
- 69.2 You must check your statement of account and immediately notify us if you notice an error or possible unauthorised transaction on that statement. You should keep your statements safe for future

reference.

- 69.3 If you make an additional deposit or a withdrawal prior to the renewal date, we will also provide you with a receipt for that deposit or withdrawal.
- 69.4 We strongly advise you to keep all receipts and statements in a safe place, as you may need them to do things such as complete tax returns. If you misplace any of your account records or need us to provide you with information about any of your transactions, such as interest credits for tax purposes, we can help by conducting a search of our records.
- 69.5 A fee may apply for this service to cover our costs: See the relevant Fees and Charges brochure.
- 69.6 You should retain printed records of transactions to reconcile to your statement.

Confirmation of Transactions

- 69.7 You agree that confirmation of transactions involving your account may be provided by you requesting confirmation at any of our branches.

70. Stopping or Closing Your Account

- 70.1 You may close your account on the renewal date or prior to the renewal date, but we may reduce the interest rate payable on your investment if you close your account prior to the renewal date where the account is in credit.

Section J: BPAY

71. About the BPAY Scheme

- 71.1 This section applies if you ask us to make a BPAY payment on your behalf.
- 71.2 The BPAY scheme is an electronic payments scheme through which you can ask us to make payments to billers who inform you that you can make BPAY payments to them through the BPAY scheme.
- 71.3 We are a member of the BPAY scheme and we will inform you if we are no longer a member.
- 71.4 You can make BPAY payments through the BPAY scheme from a nominated account if you have access to phone banking, internet banking or in one of our branches (where available).
- 71.5 We are not acting as your agent or the agent of the biller when we make a BPAY payment on your behalf.

72. Using the BPAY Scheme

- 72.1 When you tell us to make a BPAY payment, you must provide us with the following information:
- a) the account from which the BPAY payment is to be debited;
 - b) the BPAY biller code of the biller to be paid;
 - c) the amount of the BPAY payment; and
 - d) the biller member reference number.

72.2 You acknowledge and accept that we are not obliged to effect a BPAY payment if you do not give to us all of the above information or give us inaccurate information.

72.3 We will then debit the account you specify with the amount of that BPAY payment.

72.4 We may decide not to make the BPAY payment if there are insufficient cleared funds in the specified account at the time you have told us to make that payment.

73. Payments

73.1 We may impose restrictions on the accounts from which a BPAY payment may be made or impose limits on the amount of BPAY payments.

73.2 We will not accept an instruction to stop a BPAY payment once you have instructed us to make that BPAY payment except for future dated payments which can be cancelled before the due payment date.

73.3 Billers who participate in the BPAY scheme have agreed that a BPAY payment you make will be treated as received by the biller to whom it is directed:

- a) on the date that you make that BPAY payment, if you tell us to make the BPAY payment before our payment cut-off time on a business day (for payment cut-off times see clause 77);
- b) on the next business day, if you tell us to make a BPAY payment after our payment cut-off time on a business day or on a non-business day; or
- c) on the day or next business day, you have nominated for a scheduled payment to take place.

73.4 A delay may occur in the processing of a BPAY payment where:

- a) there is a public or bank holiday on the day you tell us to make a BPAY payment;
- b) you tell us to make a BPAY payment either on a day which is not a business day or after our payment cut-off time on a business day;
- c) another financial institution participating in the BPAY scheme does not comply with its obligations under the BPAY scheme;
- d) a biller fails to comply with its obligations under the BPAY scheme.

73.5 Although a delay in processing a BPAY payment is not expected to continue for more than one business day, you acknowledge and accept that a delay may continue for a longer period.

73.6 Regardless of when an immediate BPAY payment is made, the account from which you want us to debit the BPAY payment will be debited immediately.

73.7 If your BPAY payment has been made using a credit

card, there are no chargeback rights available under the card. You must contact the Biller about any goods or services you may have agreed to acquire from the Biller and resolve the dispute directly with the Biller. Even if you have used a credit card to make a payment, you may still have rights under clause 74 or clause 78.

74. If the Amount of a Payment to a Biller is Incorrect

74.1 You must ensure that the information in relation to each BPAY payment is correct. If you discover that you have instructed us to make a payment to a biller for an incorrect amount:

- a) if the amount you instructed us to pay is greater than the required amount, contact the biller for a refund;
- b) if the amount is less than the required amount, you should make a further BPAY payment for the difference.

75. When a Biller Cannot Process a Payment

75.1 If we are notified that your BPAY payment cannot be processed by a biller, we will:

- a) notify you;
- b) credit your account for the amount of the BPAY payment;
- c) if you request, take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

76. Suspension of BPAY

We may suspend your right to participate in the BPAY service at any time if you are suspected of acting in a fraudulent manner.

77. Cut-off Times

77.1 If you instruct us to make a BPAY payment before the time specified below, it will in **most** cases be treated as having been made on the same day.

Cut-off times:

Monday – Friday : 4pm Victorian time.

Saturday, Sunday and Public Holidays: processed next business day.

77.2 BPAY payments may take longer to be credited to a biller if you tell us to make a BPAY payment on a Saturday, Sunday or public holiday or if the biller does not process a payment as soon as they receive its details.

78. Liability for Mistaken Payments, Unauthorised Transactions and Fraud

78.1 You must notify us immediately if:

- a) you become aware that you may have made a mistake (except in relation to the BPAY payment amount – see clause 74.1) when instructing us to make a BPAY payment;
- b) you did not authorise the BPAY payment from your account;
- c) you believe the BPAY payment was not processed in accordance with your

instructions (including delays);

- d) you think you have been fraudulently induced to make a BPAY payment.

78.2 We will attempt to rectify any such matters in relation to your BPAY payment in the way described in this clause. If a BPAY payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY payment will be determined in accordance with clause 62.

Otherwise, except as set out in this clause, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.

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

78.4 If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment, and you authorise us to debit that amount to your account, if:

- a) we cannot recover that amount within 20 business days of us attempting to do so from the person who receives it; and
- b) the payment was made as a result of a payment direction which didn't comply with any requirements we may have for such payments directions.

78.5 If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud induced payment. However, if that person does not refund the amount of the fraud induced payment, you must bear that loss (and you authorised us to debit that amount of the fraud induced payment to your account) unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.

78.6 If a BPAY payment you have made falls within the type described in clause 78.3 and also clause 78.4 or 78.5, then we will apply the principles set out in clause 78.4. If a BPAY payment you have made falls within both the types described in clauses 78.3 and 78.5, then we will apply the principles set out in

clause 78.5.

78.7 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

- a) did not observe any of your obligations under these BPAY conditions; or
- b) acted negligently or fraudulently in connection with the other terms and conditions of your account.

78.8 If you tell us that a BPAY payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY payment, including your member reference number and such information as we reasonably require to investigate the BPAY payment. We are not obligated to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.

78.9 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than loss or damage which is due to our negligence or a breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

Section K: BPAY View (if available)

This section applies if you use the BPAY View service.

79. About the BPAY View service

79.1 The BPAY View service is a feature of the BPAY system that allows you to receive bills and statements online. Bills and statements are delivered via email and you will receive a message when you log on to internet banking. BPAY View is only available if you have access to internet banking.

80. Registering/Deregistering for the BPAY View Service

80.1 You need to register in order to use BPAY View. You register by logging on to internet banking and follow the prompts. BPAY View is only available from the time we notify you of its availability. You must have a current valid email address to register for this service.

81. Protecting Your PIN

81.1 The security of your PIN is very important. You must ensure that you:

- a) keep your PIN secure and protected;
- b) do not tell anyone your PIN;
- c) do not record your PIN anywhere, in electronic or written form;
- d) do not select a PIN that is easily identified with you (e.g. your date of birth, your name or part of it or your phone number);
- e) do not select a PIN that is a common or easily

- guessed combination (e.g. repeated or consecutive numbers such as 5555 or 1234);
- f) do not provide your PIN or physical security token to any person (including a family member or a friend); and
- g) do not allow any unauthorised person to observe or hear your PIN.

82. Cancellation of BPAY View

- 82.1 We may at our absolute discretion cancel your access to BPAY View at any time without notice to you. Without limiting the circumstances in which we may cancel access, we may cancel access if:
- a) we believe either your PIN is being used, or will be used, in a way that will cause loss to you or us;
 - b) you breach any of these terms and conditions;
 - c) you do not use internet banking for twelve months; or
 - d) the security or quality of the service is threatened.
- 82.2 If we cancel your access to BPAY View we will notify you as soon as possible.

83. Nominating BPAY View Billers

- 83.1 You must nominate the BPAY View Billers you wish to receive bills and statements from and that you are entitled to receive that bill or statement. You can delete a BPAY View Biller from your list of nominated BPAY View Billers at any time. Deletion is effective immediately and the BPAY View Biller will be notified.

84. Collection and Disclosure of Personal Information

- 84.1 You authorise us to disclose to the BPAY View Billers nominated by you:
- a) such of your personal information (for example your name, email address and the fact that you are our member) as is necessary to enable BPAY View Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
 - b) that an event referred to in clauses 87.1(b), 87.1(c), 87.1(d), 87.1(e), 87.1(f) or 87.1(g) has occurred.
- 84.2 You authorise us or a nominated BPAY View Biller (as appropriate) to collect data about whether you access your emails, internet banking and any link to a bill or statement.

85. Notice of Bills or Statements

- 85.1 If you register for access to BPAY View, you will receive bills and statements electronically and you agree that this satisfies the legal obligations (if any) of a BPAY View Biller to give you bills and statements. For the purpose of this clause we act as the agent for each BPAY View Biller nominated by you in providing the message or e-mail containing or linking to the bill or statement.

- 85.2 If you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:

- a) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
- b) at the email address nominated by you.

- 85.3 If you receive notification of a bill or a statement via a message when you log on to internet banking (i.e. without an email) then that bill or statement is received by you:

- a) when the notification is available through internet banking, whether or not you choose to access internet banking; and
- b) at internet banking.

- 85.4 Bills and statements delivered to you will remain accessible through internet banking for the period determined by the BPAY View Biller, up to a maximum of 12 months, but subject to there being a maximum of three bills stored per Biller registered to you. If you do not use internet banking for twelve months we may determine that you are not actively using BPAY View and may delete all bills and statements at any time after making that determination.

86. Your Obligations

- 86.1 You must:

- a) contact the BPAY View Biller direct if you have any queries in relation to bills or statements;
- b) check your emails or log on to internet banking at least once a week;
- c) tell us if you are unable to gain access to your email or internet banking or a link to a bill or statement for any reason;
- d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available); and
- e) tell us if your contact details (including email address) change.

87. Paper Bills and Statements

- 87.1 You may receive paper bills and statements from a BPAY View Biller instead of electronic bills and statements:

- a) if you request a BPAY View Biller to provide paper bills and statements (a fee may be charged by the applicable BPAY View Biller for supplying the paper bill or statement to you if you ask for this in addition to the electronic form);
- b) if you de-register from BPAY View;
- c) if the BPAY View Biller ceases to participate in the BPAY scheme;
- d) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- e) if your email address is incorrect or cannot be

found and/or your email is returned to us undelivered;

- f) if we are aware that you are unable to gain access to your email or internet banking or a link to a bill or statement for any reason; or
- g) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

88. BPAY View Billing Errors

88.1 You agree that if a BPAY View billing error occurs:

- a) you must immediately upon becoming aware of the BPAY View billing error take all reasonable steps to minimise any loss or damage caused by the BPAY View billing error, including contacting the applicable BPAY View Biller and obtaining a correct copy of the bill; and
- b) the party who caused the BPAY View billing error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable BPAY View Biller due to any consequential late payment and as a result of the billing error.

88.2 You agree that for the purpose of this clause you are responsible for a BPAY View billing error if the BPAY View billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of any internet enabled device you are using at any time to participate in BPAY View.

Section L: Automatic Payments

This section applies if you arrange for automatic payments to be made out of your account. Automatic payments are not available on all accounts. The Key Features Table indicates the accounts for which they are available.

89. Types of Automatic Payments

89.1 If you give us your authority, you can have a one off or regular payment/s taken automatically out of your account on pre-set dates as advised by you. This type of payment is called a "periodical payment" or "direct debit".

The difference between these payment methods is:

- a) we make periodical payments from your account to another account with us or with another financial institution or to a third party. To do this we need you to give us your instruction;
- b) a company, organisation or fund, sends direct debits to your account according to an authority which you need to set up through the company, organisation or fund receiving the money, allowing us to make these payments.

Refer to Key Features Table, Attachment A and relevant Fact Sheets for additional information.

90. Arranging an Automatic Payment

90.1 If the automatic payment is a direct debit, the biller will supply you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.

90.2 You must give us the information we require to enable us to make an automatic payment. This information may include the BSB and account numbers, and account name of the accounts from and to which payments are to be made. You must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check, and are not responsible for checking, that any information you give to us is correct, including whether the BSB and account numbers correspond to the account name which you advise us. You are liable for any payment we carry out in accordance with your instructions.

91. Timing of the Automatic Payment

91.1 If the automatic payment is a direct debit, the details regarding timing of the payment will be outlined in the Direct Debit Request Service Agreement your biller has supplied to you.

91.2 If the automatic payment is a periodical payment we will process the payment in accordance with our agreement with you at the time the periodical payment is established.

91.3 You must ensure that you have sufficient cleared funds available in your account from which a payment will be made, to enable that payment to be made. If the payment date falls on a day other than a business day, those funds must be available by 10am (Victorian time) on the previous day.

91.4 If you have insufficient funds in your account, any direct debits may be returned unpaid (dishonoured) to the originating third party.

91.5 However we will attempt to make periodical payments from your account for at least four consecutive business days. If after this time, there are still insufficient funds, the payment will not be made and a fee may be charged. Refer to the relevant Fees and Charges brochure for details.

91.6 If you have insufficient funds in your account on three consecutive payment due dates, the authority will be cancelled.

91.7 We may not advise you if a payment has not been made.

91.8 Subject to these conditions, when you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB number and account number you advise us. If you give us instructions to make a payment on a business day we may not process that

payment until the following business day.

92. Liability

- 92.1 To the extent permitted by law and subject to any other provisions of these terms and conditions, we are not liable for any loss or damage you suffer as a result of using the automatic payment facility or any delay, omission or failure in respect of any payment. Without limitation, this includes, if you request us to make a payment to an account held with another financial institution:
- any delay or failure to make a payment which results in a technical failure in the system we use to make a payment from your account with us to another financial institution; and
 - any omission, delay or failure on the part of the other financial institution in processing that payment.
- 92.2 If we debit or credit your account under an automatic payment arrangement we are not acting as your agent or the agent of another person. We are not liable for any loss or damage to you from us not acting as you require.

Section M: Credit External Payment

This section applies if you use the Credit External Payment service through internet banking.

93. About Credit External Payments

- 93.1 The Credit External Payment service is an online service that allows you to transfer funds directly to accounts at any financial institution within Australia. You can only transfer funds using the Credit External Payment service if you have access to our internet banking or in one of our branches (where available).
- 93.2 Application for access to this service will require you to have a security token or SMS one time password. Loss or damage to your security token may incur a replacement fee. Current fees and charges are set out in the relevant Fees and Charges brochure.
- 93.3 Once activated, you can use the Credit External Payment service to arrange an immediate or future dated one-off transfer or to set up regular future dated transfers to accounts at any financial institutions within Australia, but only where you have a valid BSB number and account number for the account you want to transfer to or a PayID which has been created and linked to the account..

94. Registering for Credit External Payments

- 94.1 This service is available by registering for internet banking with us. On registration, you will be advised of the daily transaction limit available without a token or SMS one time password.
- 94.2 You can request a higher daily transaction limit on your accounts and, if approved, you must use a security token or SMS one time password to access internet banking.

95. Using the Credit External Payment Service

- 95.1 When you tell us to make a Credit External Payment transfer, you must provide us with the following information:
- the account from which you want us to debit the Credit External Payment transfer;
 - the correct account number of the person or business to whom you wish to transfer funds;
 - the correct BSB number of the financial institution at which the account to whom you wish to transfer funds, is held or once the NPP has been launched, a PayID created and linked to the account;
 - a reference number;
 - the amount of the Credit External Payment transfer.
- 95.2 You acknowledge and accept that we are not obliged to effect a Credit External transfer if you do not give us all of the above information or give us inaccurate information.
- 95.3 You authorise us to debit the nominated account you specify with the amount of that transfer.
- 95.4 **Warning:** Some banks do not cross check the account number with the account name, which may lead to your payment being placed into the wrong account, if you enter an incorrect account number. You must ensure that the account number is correct. We will not be liable for any loss as a result of you entering the wrong account number.
- 95.5 Credit External Payment transfers may be processed as a Direct Entry Payment or, once the NPP has been launched, as an Osko Payment.
- 95.6 We may decide whether to process Credit External Payment transfers you request from your accounts as Direct Entry Payments or Osko Payments in our absolute discretion and you must not assume that Osko Payments will always be available or offered to you.

96. Payments

- 96.1 We may impose restrictions on the accounts from which a Credit External transfer may be made or impose limits on the amount of Credit External payments.
- 96.2 We may decide not to process a Credit External Payment transfer, including future dated transfers, if there are insufficient funds available for withdrawal in the specified nominated account to be debited on the relevant transfer date.
- 96.3 We may also decide not to process a future-dated Credit External Payment transfer if you have instructed us to make the transfer using a PayID and, at the relevant transfer time, we become aware that the details registered for that PayID in the NPP

Addressing Service have substantially changed since you instructed us or, in the case of recurring payments, since the previous transfer.

- 96.4 A delay may occur in the processing of a Credit External payment where:
- there is a public or bank holiday on the day you instruct us to make a Credit External payment;
 - you instruct us to make a Credit External payment on a day which is not a business day or after our payment cut-off time on a business day (for payment cut-off times see clause 100).

96.5 Regardless of when an immediate Credit External payment is made using internet banking, the account from which you want us to debit the Credit External transfer will be debited immediately.

96.6 Credit External Payment transfers are irrevocable and once you have told us to make a Credit External Payment transfer it cannot be stopped or cancelled. You must therefore take care to ensure all information you give us in relation to a Credit External Payment transfer request is correct and complete.

96.7 Where we process a Credit External Payment transfer as an Osko Payment, the transfer will be processed, cleared and settled on a 24/7 near real-time basis.

96.8 Delays may occur in processing Osko Payments.

97. If a Transfer Amount is Incorrect

97.1 You must ensure that the information you give us in relation to each Credit External payment is correct. If you discover that we have been instructed to make a transfer for an incorrect amount:

- if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess;
- if the amount transferred is less than the required amount, you can simply make a further Credit External payment for the difference.

98. Suspension of the Credit External Payment

98.1 We may suspend your right to use the Credit External payment at any time if you are suspected of acting in a fraudulent manner.

99. Limit Reductions

99.1 We may reduce your Credit External daily limit if you do not use any or part of your limit over a period of time. We will contact you at least 20 days before taking such action.

100. Cut-off Times

100.1 If you instruct us to transfer funds before the time specified below, the transfer will be processed on that business day. Subject to the financial institution

to whom the funds are being transferred, the payment can take up to 24-48 hours to be received.

Cut-off times:

Monday – Friday : 4pm Victorian time.

Saturday, Sunday and Public Holidays: processed next business day.

100.2 Credit External payments may take longer to be credited if you tell us to make a payment on a Saturday, Sunday or public holiday or if the financial institution does not process a payment as soon as they receive its details.

101. Liability for Mistaken Payments, Unauthorised Transactions and Fraud

101.1 You must notify us immediately:

- if you become aware that you may have made a mistake (except in relation to the Credit External payment amount - see clause 97 above or paying funds to an unintended recipient – see clause 102), when instructing us to make a Credit External payment;
- if you did not authorise the Credit External payment from your account;
- if you believe a Credit External payment was not processed in accordance with your instructions (including delays);
- if you think you have been fraudulently induced to make a Credit External payment.

101.2 We will attempt to rectify any such matters in relation to your Credit External payment in the way described in this clause. If a Credit External payment is made on your account without your knowledge or consent, liability for that unauthorised Credit External payment will be determined in accordance with clause 62. Otherwise, except as set out in this clause 101, we will not be liable for any loss or damage you suffer as a result of using the Credit External Payment service.

101.3 You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

- did not observe any of your obligations under the terms and conditions in this section; or
- acted negligently or fraudulently in connection with the other terms and conditions.

101.4 We and our agents are not liable for any consequential loss or damage you suffer as a result of using the Credit External Payment service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

If you did not receive the relevant Fees and Charges brochure or the Schedule of Interest Rates with this

document, please contact your nearest branch or phone us for a copy.

102. Mistaken Internet Payments

102.1 In this clause, the following words have these specific meanings:

Mistaken Internet Payment means a 'Mistaken Internet Payment' under the ePayments Code or a 'Mistaken Payment' under the NPP Regulations.

Note: This relates to payments you make to an Unintended Recipient using the Credit External Payment service where you enter an incorrect BSB or account number. It does not include payments made using BPAY or a Misdirected Payment under the NPP Regulations.

Other ADI means the authorised deposit-taking institution (as defined in the Banking Act 1959 Cth) of the unintended recipient.

Unintended Recipient means the recipient of funds as a result of a Mistaken Internet Payment.

102.2 This clause applies where you have made a Mistaken Internet Payment covered by the ePayments Code and the Other ADI subscribes to the ePayments Code or which was processed through NPP.

102.3 If you have made a mistaken internet payment, you must notify us as soon as possible. We will investigate the matter and inform you (in writing) of the outcome within 30 business days from the date you notified us.

102.4 Without the consent of the unintended recipient, it may be possible to retrieve the funds from your mistaken internet payment if:

- a) you reported the mistaken internet payment to us within 7 months;
- b) we decide that a mistaken internet payment has occurred;
- c) the other ADI decides that a mistaken internet payment has occurred; and
- d) the unintended recipient has sufficient credit available in their account to retrieve the funds.

Note: If you report the mistaken internet payment after 10 days but before 7 months, the unintended recipient will be given an opportunity to establish that they are entitled to the funds.

102.5 With the consent of the unintended recipient, it may be possible to retrieve the funds from your mistaken internet payment if:

- a) both we and the other ADI decide that a mistaken internet payment has occurred but the unintended recipient does not have sufficient credit in their account;
- b) both we and the other ADI decide that a mistaken internet payment has occurred, but

you reported the mistaken internet payment after 7 months; or

- c) the other ADI decides (at their discretion) to seek the unintended recipient's consent to return the funds even if the other ADI is not satisfied that a mistaken internet payment has occurred.

102.6 If the other ADI withdraws funds from the unintended recipient's account, they will return it to us. We will then return it to you as soon as possible.

102.7 You will be responsible for any of your losses following a mistaken internet payment if:

- a) both we and the other ADI decide that no mistaken internet payment has occurred; or
- b) in certain circumstances, the unintended recipient is able to establish that they are entitled to the funds; or
- c) the consent as described in clause 102.5 is not obtained from the unintended recipient.

102.8 You can complain to us about the way your report of a mistaken internet payment is dealt with by contacting us directly at one of our branches or by phone.

102.9 If you are not satisfied with the response provided under clause 102.8, you can refer your complaint directly to the appropriate External Dispute Resolution (EDR) scheme (refer to clause 23).

102.10 We are not liable for any consequential loss or damage you suffer as a result of using the Credit External Payment service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

102.11 Where you are the recipient of a mistaken internet payment, you authorise us to withdraw the funds relating to that mistaken internet payment from your account if we are required under the ePayments Code to recover those funds from you and return them to the payer's authorised deposit taking institution.

103. Incorrect Account Number

103.1 When we process your Credit External payment, we process the Credit External transfer based on the BSB and account number you provide.

WARNING: We do not cross check the account number with the account name or reference you provide us.

103.2 If your Credit External payment is to another financial institution, your Credit External payment may also be processed on the BSB and account number provided as not all financial institutions cross check account

numbers and names.

Example 1: You want to send a Credit External payment to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 012 Account Number 123465, the payment will be made into account number 123465 instead of Mr Citizen's account.

Example 2: You want to send a Credit External transfer to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 021 Account Number 123456, the payment will be made into account number 123456 at BSB 001 021 instead of BSB 001 012.

103.3 It is vital that you include the correct account number and BSB.

Section N: PayIDs

104. PayIDs

104.1 In our discretion, we may allow you to create a PayID for your account so that NPP Payments can be made to your account using the PayID instead of the BSB and account number. The creation of a PayID can only be completed once the NPP has been launched.

104.2 Creating a PayID is optional. We will not create a PayID for your account without your consent.

104.3 You may create a PayID for your account by contacting us, or if you are a non-Business Member, you may create a PayID in internet banking.

104.4 You may only create a PayID 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;
- the PayID is not likely to be misleading as to who the account holder for the account is; and
- creating the PayID will not infringe on the intellectual property rights of any person.

104.5 We may refuse to allow you to create a PayID for any reason, including where we have not been able to satisfactorily verify your identity or we are not satisfied that you own or are authorised to use the PayID you are trying to create or we are not satisfied that creating the PayID will not infringe the intellectual property rights of any person.

104.6 By creating a PayID for your account:

- you assure us that you own or are authorised to use the PayID;
- you agree to immediately notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading;
- you acknowledge that the PayID and information relating to you and the account the PayID is linked to (including the account name, BSB and account number) will be registered in the NPP Addressing

Service operated by NPP Australia Limited (not us); and

- d) you consent to:
- us disclosing your personal information and the other information you provide to us to NPP Australia Limited as necessary to create the PayID in the NPP Addressing 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 that information (including your name and account details) in accordance with the NPP Regulations and NPP Procedures and as necessary for purposes related to NPP Payments to you or your account. Without limiting the last sentence, you acknowledge that the account name associated with your account, or a summary of it, may be disclosed to any person that initiates a NPP Payment using the PayID.

104.7 The types of PayIDs we allow you to create and link to your account may differ depending on your circumstances and the type of account you have.

104.8 More than one PayID can be created and linked to an account provided that each PayID is unique.

104.9 When creating a PayID we will automatically provision a PayID name that is substantially representative of the account.

105. Transferring a PayID from or to Another Account

105.1 You can transfer a PayID created and linked to one account with us or another financial institution to another account with us or another financial institution. However, you cannot transfer a PayID while it is locked (see 106.4 below).

105.2 If you want to transfer a PayID you have created for one account with us to another account with us or another financial institution, you can do so by contacting us and requesting that we transfer the PayID. We will action your request within one business day unless we agree another time period with you. A transfer of your PayID to another institution is completed by that institution.

105.3 If you want to transfer a PayID that has been created and linked to an account at another institution to an account with us, you must first contact the financial institution to tell them you want to transfer the PayID and then create the PayID with us.

106. Updating, Locking and Closing a PayID

106.1 You can request that we update or close a PayID that has been created and linked to your account at any time by contacting us.

106.2 You must promptly notify us if, at any time, you cease to own or be authorised to use a PayID created and

linked to your account or if any of the information you give us when the PayID is created changes, and request that we update or close the PayID.

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

106.4 We may, if we have reasonable grounds for doing so, lock or close a PayID created and linked to your account at any time without prior notice to you. Without limitation this includes where we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity.

106.5 If your PayID is locked, you can request that it be unlocked by contacting us. If a PayID is closed it must be re-created before it can be used again.

107. PayID Disputes

107.1 If a PayID cannot be created for your account because it has already been created and linked to another account by someone else we can lodge a dispute. However, 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.

108. Liability for PayIDs

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

- a) a PayID being created and linked to your account or you using or attempting to use a PayID that has been created and linked to your account;
- b) us refusing to create a PayID or any delay in a PayID being created and linked to your account;
- c) us locking or closing a PayID that has been created and linked to your account; or
- d) any failure or malfunction of the NPP (including the NPP Address Service) or any of our systems or procedures that use or connect with the NPP.

108.2 You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur in respect of any PayID that is created and linked to your use or attempted use of such a PayID. We may debit any such loss, damage or cost to any account you hold with us.

Section O: Multiple Payments

109. Multiple Payments

109.1 Multiple Payments is an on-line service available to eligible members. It enables you to lodge data files electronically using internet banking for crediting to accounts held by third party recipients (for example, your employees or creditors) with any Australian financial institution participating in BECS. Most major financial institutions participate in BECS.

109.2 It also enables your funds to be debited from your nominated account and credited to your recipients'

accounts quickly, efficiently and securely. You can make any number of payments to your recipients at one time against your nominated account. We can process direct credit entries such as payroll, creditor/supplier payments or landlord disbursements after lodgement of your data files using internet banking.

110. Registering for Multiple Payments

110.1 To be eligible for Multiple Payments you must have access to internet banking.

110.2 You must be able to create your data files using ABA format. If you use software which creates data files using ABA format, you will not need to obtain additional software. Most accounting/payroll packages provide for ABA format files to be created. If you are unsure as to the capabilities of your software, please contact your software vendor directly.

111. Using Multiple Payments

111.1 Your data files are lodged electronically via internet banking.

111.2 You cannot recall your data files after lodgement via internet banking.

111.3 If your data files are lodged with us by cut-off time, they will be processed that day (unless you nominate a later date). Cut-off Time is 4pm (Victorian time) on any business day.

111.4 If your data files are either lodged on a day that is not a business day or after cut-off time, they will be processed on the following business day (unless you nominate a later date).

111.5 On processing day, the amounts in your data files will be debited from your nominated account in a one-withdrawal transaction and credited to your recipients' accounts. Those funds will then be available for withdrawal from your recipients' accounts. Generally, amounts will be credited to recipients' accounts overnight however, this is subject to individual arrangements between us and the recipients' financial institution.

111.6 If you hold insufficient cleared funds in your nominated account on processing day, the payment will be rejected.

111.7 To prevent delays or complications arising in the processing of your data files, you must ensure that:

- a) you have provided us with correct details of the accounts held by your recipients, including BSB numbers, account numbers and account names; and
- b) you hold sufficient cleared funds in your nominated account to cover the total amount of transactions contained within your data files.

data files to any nominated place.

111.8 You must use a security token or one time password to authenticate payments made via Multiple Payments. Suitable care and responsibility must be taken regarding the use of and access to the security token or one time password.

111.9 You are responsible for completing all administration tasks relating to Multiple Payments including dealing with requests for amendments including switching of accounts.

112. Rejections

If your data files have been processed via Multiple Payments and rejections occur as a result of an action taken, or not taken by your recipients' financial institution, it is that financial institution's responsibility to return the rejected credit item correctly to your nominated account (i.e. re-credit your nominated account). The rejected credit item will normally be returned to your nominated account within 3 business days of the original processing day. We do not advise you of the details of any rejections received from data files processed on your behalf.

113. Bulk Electronic Clearing System

113.1 Multiple Payments forms part of BECS and is subject to the regulations set by APCA. In order to use Multiple Payments you must comply with these regulations.

113.2 As your "Sponsor", we are responsible for ensuring that you meet all requirements and regulations set by APCA. We will advise you of any material changes that affect you.

113.3 You must comply with any instruction issued by us on behalf of APCA. You must hold sufficient cleared funds in your nominated account to cover the transactions contained within your data files. We may decide not to make any payment if there are insufficient funds available for withdrawal in your nominated account to be debited on the processing date.

113.4 You are responsible for the controls for data integrity, duplication instruction extraction, file transmission and delivery of data files. You must ensure that all data files comply with the data specifications which we may notify to you in writing.

113.5 You warrant as to the authenticity and accuracy of all materials and information in your data files. It is your responsibility to ensure that all information contained in your data files is correct. We are not required at any time to verify or check (or be held liable as a result) the amount of the actual transactions in your data files.

113.6 You must be able to reconstruct your data files which may become corrupted. Where data files are corrupted, we may request you to supply a duplicate of the data files and to deliver a reconstruction of the

114. Liability

The indemnity and liability provisions contained in Section M apply in their entirety as if the words "Credit External Payments" were replaced by the words "Multiple Payments".

If you did not receive the relevant Fees and Charges brochure and the relevant Interest Rate Schedule with this document, please contact your nearest branch or phone us to arrange for them to be sent to you.

Section P: Electronic Conveyancing

115. PEXA

115.1 This section applies if you have subscribed to PEXA and registered your account with PEXA.

115.2 You are responsible for contacting PEXA to become a PEXA subscriber and registering your account with PEXA.

115.3 The records maintained by PEXA of the persons appointment as users and signers are completely separate from the records maintained by us of the authorised signatories for our accounts.

115.4 Any persons nominated as a PEXA user or signer (including a "Withdrawal Authoriser") must also be recorded by us as an authorised signatory on the account. You are responsible for ensuring that PEXA is only used by those authorised users or signers and for putting in place procedures to prevent misuse. You therefore agree that where you (including your authorised signatories) issue instructions through PEXA, we may rely on those instructions as valid and that you unconditionally and irrevocably agree to release us from any liability in connection with our doing so. Notwithstanding this, we may (but are under no obligation to do so) refuse to act on a PEXA instruction where we suspect fraudulent activity or account misuse.

115.5 The transaction limits set out in Section M and in other parts of this document do not apply to PEXA withdrawals. You (and not us) are responsible for stopping any PEXA transaction once it has been commenced and you must speak with PEXA in this regard for guidance.

115.6 In the event of a clear inconsistency and only insofar as it directly relates to your use of PEXA, the provisions of this clause 115 override any other. This does not apply to clause 28 which shall always prevail.