Bendigo Payment Facilities

Terms and Conditions

15 May 2025

Bendigo Bank

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Bendigo Payment Facilities Terms and Conditions

Some words in this document have a specific meaning – see the 'Understanding these Terms and Conditions' clause at the end of this document.

1. These Terms and Conditions

Depending on the type of Account you hold with us, you may be able to gain access to one or more Payment Facilities.

We are committed to improved support for financially vulnerable customers, staff, suppliers, and our wider community. We recognise financial abuse can happen to anyone and may also include forms of family and domestic violence or elder abuse.

Our products and services must not be used to engage in financial or other abuse.

Examples of this conduct include, but are not limited to:

- making defamatory, harassing or discriminatory comments to any person, including through payment descriptions or references;
- using or encouraging threatening or abusive language;
- engaging in coercive or controlling behaviour, e.g. to restrict a person's account access or use of funds; or
- promoting or encouraging physical or mental harm to any person.

We may take steps to investigate circumstances where we reasonably believe any product or service is being used in this way.

We can take action, for example to close, stop, suspend, or deny access or use of our products or services, or to block or decline payments or payment methods, if we reasonably consider it necessary to protect you or another person from financial or other abuse. This is in addition to any other rights we may have under these terms. You should be aware that we may not be able to provide you prior notice before taking such action.

These Terms and Conditions apply to your use of the following Payment Facilities in relation to the following types of Accounts:

Payment Facilities:

- Debit Card (including through Digital Wallets)
- Bendigo Phone Banking
- Bendigo e-banking
- Internal Transfers
- Pay Anyone (including Osko and Fast Payments)
- PayID
- BPAY®[1] and BPAY View
- Automatic Payments (including periodical payments, sweep facilities and direct debits)
- Telegraphic Transfers

Accounts:

- Bendigo Now Account
- Bendigo Future Account
- Bendigo Credit Cards
- Bendigo Flex Home Loan
- Bendigo Easy Home Loan
- Bendigo Cash Management Account*
- Sandhurst Cash Common Fund*
- Sandhurst Investment Term Fund*
- Sandhurst Select 90 Fund*
- Sandhurst Cash Management Trust*

* These Terms and Conditions only apply for Payment Facilities relating to your Accounts of a type marked with an asterisk above if we tell you they will apply. Until we tell you, your existing terms and conditions will continue to apply.

Not all Payment Facilities are available for each type of Account. To find out which types of Payment Facilities are available for your type of Account, please see the terms and conditions that apply to your Account.

[1] ® Registered to BPAY Pty Ltd ABN 69 079 137 518

You accept these Terms and Conditions and agree to be bound by them when you request that we make a Payment Facility available to you or you use a Payment Facility for the first time.

The following terms and conditions also apply in addition to these Terms and Conditions:

- the terms and conditions that apply to the Account(s) your Payment Facility relates to; and
- if you add a card to a Digital Wallet, our Digital Wallet Terms of Use.

Fees and charges that apply to your Payment Facilities are set out in our Fees and Charges Documents. We may debit applicable fees and charges to your Account whenever they become payable.

Copies of each of the documents described above are available on request and can be accessed on our website at www.bendigobank.com.au/disclosure-documents or by contacting us using the details at the end of this document.

Important We may make changes to these Terms and Conditions from time to time without your consent. See 'Changes we may make without your consent' below for more information.

2. Codes of Practice

2.1 Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to the Payment Facilities to which these Terms and Conditions apply. A copy of the Banking Code of Practice is available on our website.

2.2 ePayments Code

We will comply with the terms of the ePayments Code, where it applies. Nothing in these Terms and Conditions imposes any liability or responsibility on you unless permitted by the ePayments Code.

3. Debit Cards

This 'Debit Cards' section applies in relation to any Debit Cards we issue to you or at your request or allow you to use in connection with your Account.

The types of Debit Cards we offer are:

Debit Card type	Bendigo Debit Mastercard	Bendigo Easy Money Card	Bendigo Youth Debit Mastercard
Eligibility	16 years of age or older	12 years of age or older	12-15 years of age
Access	Anywhere Mastercard is accepted, including ATM withdrawals.	Anywhere EFTPOS is accepted, including ATM withdrawals.	Anywhere Mastercard is accepted, including ATM withdrawals.
Overseas access	Overseas ATM access available at any ATM bearing the Mastercard, CIRRUS, or MAESTRO symbol.	No overseas access available.	Overseas ATM access available at any ATM bearing the Mastercard, CIRRUS, or MAESTRO symbol.

General / other criteria, features or restrictions			Restrictions apply to Transactions at certain types of merchants (see 'Youth Debit Mastercard' below).

Debit Cards are not available on all Accounts. See the terms and conditions for your Account to determine whether a Debit Card may be issued for your Account and, if so, which types of Debit Cards are available.

3.1 Issuing you with a Debit Card and PIN

We may decide not to issue you with a Debit Card or link a particular Account to a Debit Card at our discretion, including if you do not meet any applicable eligibility requirements (see above).

When we issue you with a Debit Card we will either issue you with a new PIN or allow you to set your PIN. You may change your PIN at any time within Bendigo e-banking, using the Bendigo Bank app or at any Bendigo Bank ATM.

Each Debit Card we issue remains our property at all times and is valid only for the period stated on it. You must return your Debit Card to us on request and must not use your Debit Card after its expiry date (although you will remain liable for any Transactions you perform if you do).

If we issue you with a Debit Card, we may issue you with a replacement Debit Card at any time. The circumstances in which we may do this include:

- When an existing Debit Card has expired or is approaching its expiry date (unless you have requested in writing that we not do so);
- When your details or the Account details have changed;
- Where an existing Debit Card has been damaged, lost or stolen.

We will tell you if your PIN changes when we issue you with a replacement Debit Card.

If we issue you with a replacement Debit Card, you must immediately cease using the Debit Card that it replaces.

If we issue you with a Debit Card or a replacement Debit Card, we will mail it to you at your last known postal address or make it available for you to collect at a Bendigo Bank branch. We may require you to produce identification to verify your identify when you collect a Debit Card.

It is important that you ensure we have your up-to-date address at all times to ensure that any Debit Card or replacement Debit Card we issue to you is sent to your correct address.

If your Debit Card has a signature panel, you must sign your Debit Card as soon as you receive it.

You must ensure you keep your Debit Card, Debit Card details and PIN secure at all times (see 'Keeping your payment devices secure' below for specific obligations you must comply with).

3.2 Using your Debit Card

Subject to these Terms and Conditions, you can use your Debit Card to perform Transactions on your Account including:

- **At merchants:** Withdrawing funds from your Account by paying for goods and services or withdrawing cash by performing a 'cash-out' at a merchant who accepts your type of Debit Card;
- **At Bendigo Bank ATMs:** Using a Bendigo Bank ATM to obtain account balances, make cash or cheque deposits, withdraw cash, or transfer money between the accounts that are linked to your Debit Card;
- **At non-Bendigo Bank ATMs:** Using an ATM provided by another financial institution or provider to obtain Account balances or withdraw cash; and
- **At Bank@Post™:** Withdrawing cash from your Account or depositing cash or cheques into your Account using Australia Post's Bank@Post™ service (where available).

Some of the above types of Transactions may be able to be performed using your Debit Card in a Digital Wallet or by using your Debit Card details (for example, online or over the phone).

Not all merchants or ATMs may accept your type of Debit Card and the functionality available in respect of ATMs may differ depending on the provider of the ATM and the actual ATM used.

Bank@Post™ services are subject to any requirements, conditions or restrictions imposed by Australia Post and are not available at all post offices (see the Australia Post website for details about which post offices provide Bank@Post™ services).

When using your Debit Card or Debit Card details, a PIN or your signature may be required. In some cases a PIN or signature may not be required, such as contactless transactions below a certain amount. These amounts may differ based on the nature of your Transaction or the merchant.

When you use your Debit Card or Debit Card details you authorise us to debit your relevant Account with the amount of the Transaction. If using a Debit Card, selecting SAV/CHQ/CR or using contactless payments will not change the relevant Account from which a payment is debited.

If you setup a recurring payment with a merchant using your Debit Card details (such as a direct debit), you may need to give the merchant your updated Debit Card details if we issue you with a replacement Debit Card. In some cases we may be able to automatically provide your new Debit Card details to a merchant with whom you have a recurring payment set up through the applicable Card Scheme, where arrangements to facilitate this are in place between us, the Card Scheme and the merchant. You agree we may do this where we can but are not obliged to do so and it remains your responsibility to ensure merchants have your correct and current Debit Card details at all times. If you want to cancel a recurring payment you should give the merchant as much notice as possible before the next recurring payment is due.

3.3 Debit Card Transaction limits

The maximum amount you may withdraw in cash at an ATM or EFTPOS terminal in a day is $1,000.00 (AUD) per Debit Card.

3.4 Youth Debit Mastercard

The Youth Debit Mastercard restricts certain types of Transactions based on the merchant category code of the merchant.

We may decline any Transaction on a Youth Debit Mastercard where the merchant category code for the relevant merchant relates to gambling, cigarettes, alcohol (including bars and nightclubs), dating services, direct marketing by telemarketing or internet merchants (such as information services, polls, sweepstakes, horoscope readings, adult chat and entertainment, sports scores, stock market quotes, horoscope readings and other audio text or videotext services), massage parlours, and online or wholesale pharmacy purchases.

We may make changes to the types of merchant category codes we do not permit Transactions on for Youth Debit Mastercard at any time.

3.5 Digital Wallets

If you have a compatible device, you may use your Debit Card by adding it to a Digital Wallet that we support for your type of Debit Card. The Digital Wallets that we support are listed on our website. Before you add a Debit Card to a Digital Wallet you will need to meet our identification and verification requirements.

In addition to these Terms and Conditions, use of your Debit Card through a Digital Wallet is subject to our Digital Wallet Terms of Use, which are provided when a Debit Card is added to a Digital Wallet that we support and are available upon request.

Your liability for Transactions conducted using a Debit Card through a Digital Wallet is determined in the same way as if the Transactions were conducted using the Debit Card itself.

You must not allow your Debit Card to be added to a Digital Wallet on a device that does not belong to you or a device that will not remain in your possession. If this occurs you will be deemed to have authorised and consented to any Transactions performed using the Debit Card through the Digital Wallet and, subject to the ePayments Code (where it applies), you will be liable for those Transactions.

You must notify us immediately if you become aware or suspect that another person has added your Debit Card to their Digital Wallet.

We may stop you from adding a Debit Card to a Digital Wallet or suspend your ability to use a Debit Card in a Digital Wallet at any time.

The Digital Wallets we support and allow you to use in relation to a Debit Card may change from time to time – see our website for current details.

3.6 Foreign Currency Transactions

Foreign Currency Transactions are Transactions which are conducted:

- in a currency other than Australian dollars (AUD); or
- in Australian dollars (AUD) with a merchant (including an online merchant) who is outside of Australia.

Foreign Currency Transactions performed using your Debit Card which are performed in currencies other than Australian dollars (AUD) are converted to Australian dollars (AUD) by the relevant Card Scheme using its relevant exchange rates and conversion process. We will debit the Transaction to your Account in Australian dollars (AUD).

As set out in our Fees and Charges Documents, an International Transaction Fee is payable in respect of all transactions which are conducted in a currency other than Australian dollars (AUD).

4. Bendigo Phone Banking

This 'Bendigo Phone Banking' section applies in relation to your use of Bendigo Phone Banking in relation to your Account, if Bendigo Phone Banking is available for your Account. See the terms and conditions for your Account to determine whether Bendigo Phone Banking is available for your Account.

You must be at least 12 years old to be eligible for Bendigo Phone Banking.

4.1 Applying for Bendigo Phone Banking

If Bendigo Phone Banking is available for your Account, you may apply to us for Bendigo Phone Banking access by calling us or in branch.

If we approve your application, we will issue you with an Access ID and a temporary PIN. You must use that Access ID and temporary PIN to access Bendigo Phone Banking within 5 days of us giving it to you, at which time you will be asked to set your own PIN. You may change your PIN at any time within Bendigo Phone Banking, by calling us or in branch.

You must ensure you keep your Access ID and PIN secure at all times (see 'Security of payment devices' below for specific obligations you must comply with) as it is the means by which we identify you and accept instructions from you through Bendigo Phone Banking. Anyone who has your Access ID and PIN will be able to access Bendigo Phone Banking in relation to your Account and we will accept their Transaction instructions as yours.

We may block or suspend your access to Bendigo Phone Banking without prior notice to you if you have not accessed or used it for at least twelve months.

4.2 Using Bendigo Phone Banking

If we give you Bendigo Phone Banking access in relation to an Account, you can use it to obtain information about the Account or perform certain types of Transactions on the Account, including:

- Reviewing or obtaining information about the Account balance and Transactions;
- Internal Transfers between that Account and other Bendigo Bank accounts you have Bendigo Phone Banking access to;
- Making BPAY Payments from the Account; and
- Receiving information from us.

It is your responsibility to ensure you have and maintain any equipment required by you to access Bendigo Phone Banking.

4.3 Availability and reliability of Bendigo Phone Banking

We will take reasonable steps to ensure that Bendigo Phone Banking is available and that the information provided to you through Bendigo Phone Banking is current and correct.

However, we do not guarantee that Bendigo Phone Banking will always be available and accessible and may not provide you with access to Bendigo Phone Banking in the event of an unexpected system outage or malfunction, during periods where system maintenance is being performed, or where we believe it is necessary for us to protect the integrity, security, quality, or reliability of the system. We may not give you advance notice if this occurs but will try to provide reasonable notice of an outage or planned system maintenance through our website or other electronic communication channels where reasonably practicable.

5. Bendigo e-banking

This 'Bendigo e-banking' section applies in relation to your use of Bendigo e-banking in relation to your Account, if Bendigo e-banking is available for your Account. See the terms and conditions for your Account to determine whether Bendigo e-banking is available for your Account.

You must be at least 12 years old to be eligible for Bendigo e-banking.

5.1 Applying for Bendigo e-banking

If you open your Account online through our website, Bendigo e-banking is available for your Account and you don't already have access to Bendigo e-banking, we will issue you with Bendigo e-banking access when we open your Account by issuing you with an Access ID and a temporary Password.

Otherwise, if Bendigo e-banking is available for your Account and you don't already have access to Bendigo e-banking, you may apply to us for Bendigo e-banking access by calling us or in branch. If we approve your application, we will issue you with an Access ID and a temporary Password.

You must use that Access ID and temporary Password to access Bendigo e-banking within 5 days of us giving it to you, at which time you will be asked to set your own Password. You may change your Password at any time within Bendigo e-banking, using our online password reset service, or by calling us or in branch.

You must ensure you keep your Access ID and Password secure at all times (see 'Security of payment devices' below for specific obligations you must comply with) as it is the means by which we identify you and accept instructions from you through Bendigo e-banking. Anyone who has your Access ID and Password may be able to access Bendigo e-banking in relation to your Accounts and we may accept their Transaction instructions as yours. You authorise us to act on all instructions given to us using your Access ID and Password through Bendigo e-banking and accept that, subject to these Terms and Conditions and the ePayments Code (where it applies), you will be liable for all Transactions relating to such instructions.

We may block or suspend your access to Bendigo e-banking without prior notice to you if you have not accessed or used it for at least six months.

5.2 Using Bendigo e-banking

If we give you Bendigo e-banking access in relation to an Account, you can access Bendigo e-banking in relation to the Account through our website using a web browser or by using the Bendigo Bank app. Bendigo e-banking allows you to access various information about your Account and to give us various types of instructions and perform certain types of Transactions on your Account. Depending on the Account type, your authority to transact on the Account and whether you are accessing Bendigo e-banking through a web browser or the Bendigo Bank app, this may include the following in relation to an Account:

- Reviewing or obtaining information about the Account balance and Transactions;
- Internal Transfers between the Account and other Bendigo Bank accounts you have Bendigo e-banking access to;
- Making Pay Anyone payments from the Account;
- Making BPAY Payments from the Account;
- Making Telegraphic Transfers from the Account;
- Setting up a PayID for the Account (where available);
- Setting up or amending recurring transactions from the Account;
- Receiving and accessing information from us about the Account;
- Sending and receiving communications to or from us about the Account;
- Setting up or amending Account balance notifications in relation to the Account;
- Receiving e-statements for the Account;
- Receiving bills and statements electronically through BPAY View;
- Authorising Transactions where the operating instructions on the Account require more than one person to authorise the Transaction; and
- Setting up or customising certain Account features, limits or Transaction restrictions.

If we have issued a Card in relation to your Account, Bendigo e-banking also gives you the ability to manage certain Card features including the ability for you to:

- If you are using a compatible Apple device and accessing Bendigo e-banking using the iOS Bendigo Bank app, or a compatible Google device and accessing Bendigo e-banking using the Android Bendigo Bank app, you can add your Card to your Apple Wallet or Google Pay directly from within Bendigo e-banking, even before you have received your Card (see 'Digital Wallets' above for more information about using Digital Wallets);
- Activate your Card;
- Set or change your Card PIN;
- Temporarily block or unblock your Card;
- Report your Card as lost or stolen and request a replacement Card; or

- Customise certain spending controls and restrictions such as preventing domestic or overseas ATM, in-store or online Transactions or prevent purchases from certain types of merchants such as gambling or liquor transactions.

Blocking or restricting certain types of Transactions may not be effective in some cases where the equipment used by the merchant is unable to connect and check the current status of your Card. There are limitations to blocking or restricting certain types of Transactions. You will remain liable for Transactions which occur in such circumstances even though you have put the block or restriction in place. For more information on how to manage your Card see our website at www.bendigobank.com.au/mycard.

Information about what you can do within Bendigo e-banking, how you can do it, and any restrictions that apply, is available within Bendigo e-banking or on our website.

We may change the information that is available to you in Bendigo e-banking and the types of instructions you may give to us through Bendigo e-banking from time to time without notice to you, unless we are legally required to give you notice.

It is your responsibility to ensure you have and maintain any equipment required by you to access Bendigo e-banking and download any required software. We are not responsible for or liable to you for the security or reliability of any device you use to access Bendigo e-banking.

If you access Bendigo e-banking through the Bendigo Bank app, you must ensure that you are always using the latest version we have published. If you have not updated to the latest version of the Bendigo Bank app, we may restrict your access to Bendigo e-banking through the Bendigo Bank app until you have downloaded the latest version.

5.3 Multi-factor authentication

Multi-factor authentication (or "MFA") is a security measure that requires two or more proofs of identity to verify a user. Asking for additional details to confirm your identity provides greater security compared to a password alone, making it harder for unauthorised persons to access your accounts and information.

We may require that you use one or more of the MFA options we make available to you to log in to Bendigo e-banking, to access or use certain parts of Bendigo e-banking, to request or authorise certain transactions or changes in Bendigo e-banking or to register a device to use the Bendigo Bank app, in our discretion. When we do so, we may refuse to provide you with the relevant access or refuse to accept the relevant request or instruction from you unless the MFA is successful.

The MFA options available may change from time to time and may differ depending on how you are accessing Bendigo e-banking. Some MFA options include use of a one-time passcode which we send to you by SMS to your registered mobile number, email to your registered email address or in some other way, or that you generate using a device or software we have agreed you may use.

You must keep any one-time passcode we send you or that you generate for MFA purposes secret and not disclose it to any person.

You can change the mobile number or email address that is registered with us for MFA by contacting us.

5.4 Bendigo Bank app

This clause applies if you access Bendigo e-banking through the Bendigo Bank app.

If you download and access Bendigo e-banking through the Bendigo Bank app, you will need to log in using your Bendigo e-banking Access ID and Password and register the device you are using. We may de-register a device or require that you re-register the device through the Bendigo Bank app at any time in our discretion.

After you have registered your device, we may give you the ability to set a four-digit PIN or use your device's biometric authentication features (if available) to log in or authenticate yourself in the app in the future or to use it as an additional MFA option.

You must ensure that you keep your Bendigo Bank app four-digit PIN secret and secure and not disclose it to anyone. You must only enable use of a biometric authentication feature on your device in the Bendigo Bank app (if available) while you are the only person who has registered their biometric information on the device. If any other person's biometric information is registered on your device as part of the biometric authentication feature you will be taken to have authorised that person to access and operate on your accounts and information through the Bendigo Bank app and you will be liable and responsible for their actions.

5.5 Availability and reliability of Bendigo e-banking

We will take reasonable steps to ensure that Bendigo e-banking is available and that the information provided to you through Bendigo e-banking is current and correct.

However, we do not guarantee that Bendigo e-banking will always be available and may not provide you with access to Bendigo e-banking in the event of an unexpected system outage or malfunction, during periods where system maintenance is being performed, or where we believe it is necessary for us to protect the integrity, security, quality, or reliability of the system. We may not give you advance notice if this occurs but will try to provide reasonable notice of an outage or system maintenance through our website or other electronic communication channels where reasonably practicable.

6. Internal Transfers

This 'Internal Transfers' section applies if you have access to Bendigo e-banking or Bendigo Phone Banking in relation to an Account you are able to make Internal Transfers from.

When instructing us to make an Internal Transfer you must provide us with the information we request including:

- the Account from which you want the funds debited;
- the Bendigo Bank account that you want the funds transferred to;
- the amount you want transferred;
- for transfers made through Bendigo e-banking, a description or reference;
- for future-dated transfers, the date on which you want the transfer to be made; and
- for recurring transfers, when the first transfer is to be made, how frequently you want transfers to be made and, if relevant, details about when you want the transfers to stop.

You must ensure that all the information you give us in relation to an Internal Transfer is complete and correct as you will not be able to cancel or reverse an Internal Transfer once we have processed it. You must also ensure there are sufficient funds in the nominated Account to process the Internal Transfer at the time it is to be processed.

Funds transferred by Internal Transfer will be made available immediately.

7. Pay Anyone (including Osko and Fast Payments)

This 'Pay Anyone (including Osko and Fast Payments)' section applies in relation to our Pay Anyone service which can be used in Bendigo e-banking to make payments and transfer funds from an Account to other accounts held with Australian financial institutions if you are able to conduct Transactions on the Account.

You must have Bendigo e-banking and a Security Token to access and use Pay Anyone.

7.1 Applying for and accessing Pay Anyone

If you have Bendigo e-banking, you may register for the Pay Anyone service by contacting us. We may provide or decline to provide you with access to the Pay Anyone service at our discretion.

If we register you for Pay Anyone, you will be required to set a daily Pay Anyone limit. Daily Pay Anyone limits up to $50,000 may be set by contacting us over the phone. If you require a daily Pay Anyone limit of greater than $50,000, you will be required to apply in branch. We may change your Pay Anyone limit at any time in the same way as we may change the other daily and periodic limits set out under 'Transaction limits and processing' below.

Payments made by Osko and Fast Payments also have a separate fixed daily maximum limit of $30,000 per Access ID despite any higher Pay Anyone limit you might have.

You may deactivate your Account access to the Pay Anyone service at any time by contacting us.

7.2 Making Pay Anyone payments

Our Pay Anyone service can be used to:

- make one-off payments;
- schedule future-dated, one-off payments; and
- schedule recurring payments.

When instructing us to make a Pay Anyone payment, you must provide us with the information we request including:

- the Account from which you want the funds debited;
- the BSB and account number or a PayID for the account you want the funds transferred to;
- the amount you want transferred;
- a payment description or reference;
- for future-dated payments, the date on which you want the payment to be made; and

- for recurring payments, when the first payment is to be made, how frequently you want payments to be made and, if relevant, details about when you want the payments to stop.

You must ensure that all the information you give us in relation to a Pay Anyone payment is complete and correct as you will not be able to cancel a Pay Anyone payment once it has been processed. You must also ensure there are sufficient funds in the nominated Account to process the Pay Anyone payment at the time it is to be processed.

We are not required to process a Pay Anyone payment if you do not give us all of the information we require or if any of the information you give us is inaccurate and we are not liable for any loss you suffer as a result of you giving us incomplete or inaccurate instructions.

7.3 Payment descriptions

Where we allow you to provide a payment description or reference with a Pay Anyone payment, you must ensure that any description or reference you provide does not contain, refer to or link to:

- any swearing, profanity or offensive, discriminatory, threatening or abusive content;
- any information that is confidential or must be kept secret;
- sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);
- anything which infringes the intellectual property rights of any person; or
- anything which is illegal or seeks to promote illegal activity.

Where we consider it appropriate to do so, we may disclose the information you include in a Pay Anyone payment description or reference to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.

7.4 Processing Pay Anyone payments

When you instruct us to make a Pay Anyone payment you authorise us to act on all instructions given to us (which are authenticated using your Security Token, where we require it) and to debit your nominated Account for the amount of the Pay Anyone payment. Your Account will be debited immediately (except future-dated payments which will be debited on the date the payment is to be made).

Once you have requested a Pay Anyone payment, the timing of when the funds will be received and made available to the recipient depends on when the Pay Anyone instructions were given to us, who the payment is being made to and the payment system or channel it is processed through.

We process Pay Anyone payments as:

- Osko Payments;
- Fast Payments; or
- Direct Entry Payments.

We may choose which option to use to process a Pay Anyone payment from the available options at our discretion. If we send a Pay Anyone payment as an Osko Payment or a Fast Payment, we will tell you at the time we accept the instruction from you.

For Pay Anyone payments sent as Direct Entry Payments, if you instruct us to make a Pay Anyone payment outside of business hours or on a day that is not a business day, we may not process it until the next business day. Funds may take up to two business days to be received by the recipient after we process it.

For Pay Anyone payments sent as Osko Payments or Fast Payments, we usually process your instruction immediately when you give it to us. For Osko Payments, funds are usually received by the recipient in near real time 24/7. For Fast Payments, when the funds are received by the recipient after we have processed the payment will depend on the recipient's financial institution's processes.

7.5 Delays

Delays may occur in processing Pay Anyone payments for various reasons such as where:

- we experience a services disruption which prevents us from processing payments;
- we are required to delay processing a payment in compliance with any applicable laws (including any laws relating to anti-money laundering and sanctions);
- you fail to comply with your obligations under these Terms and Conditions;
- the receiving financial institution at which the payee account is held or the relevant accountholder fails to comply with their obligations or is experiencing a services disruption which prevents them from processing payments; or
- we delay processing to investigate and review it to ensure it is not fraudulent, illegal or improper or to confirm that it has been properly authorised by you.

When we are reasonably able to do so, we will tell you if there are any delays in processing Pay Anyone payments and when your Pay Anyone payment is likely to be completed.

Although we will endeavour to process your Pay Anyone payments in a timely manner we shall not be liable to you for any delay.

7.6 Errors

You are responsible for checking your Account transaction records and statements to ensure that Pay Anyone payments have been made correctly.

You should advise us as soon as possible if you become aware that you may have made a mistake when making a Pay Anyone payment.

If you instruct us to make a Pay Anyone payment, and you later discover that:

- the amount you told us to pay was greater than the amount you needed to pay, you must contact the recipient to obtain a refund of the excess. If we processed the Pay Anyone payment as an Osko Payment or a Fast Payment, we may be able to request that the funds, or just the overpaid amount, be returned on your behalf if you ask us to do so. However, the amount will not be returned

to you unless the recipient consents to their financial institution returning the funds to us and we receive the returned funds; or

- the amount you told us to pay was less than the amount you needed to pay, you can make another Pay Anyone payment for the difference.

You should notify us immediately if you think that:

- you have made another type of mistake when making a Pay Anyone payment;
- you did not authorise a Pay Anyone payment that has been debited to your Account or if you think a Pay Anyone payment has not been processed in accordance with your instructions;
- you become aware that a Pay Anyone payment made to a PayID from your Account was directed to an incorrect recipient; or
- you were fraudulently induced to make a Pay Anyone payment.

Where we consider it appropriate and we are reasonably able to do so, we may request that the financial institution to whom the funds were transferred returns the funds to us, on your behalf. However, this is not always possible.

Where a Pay Anyone payment is returned to us by another financial institution, we will credit the funds to your Account and make them available to you as soon as practicable.

7.7 Osko

We subscribe to Osko Payments under the BPAY Scheme and offer Osko Payments through our Pay Anyone service. This 'Osko' clause applies if we send a Pay Anyone payment as an Osko Payment.

Osko Payments can only be made when the receiving financial institution also supports Osko Payments.

We will tell you in Bendigo e-banking:

- if your Pay Anyone payment is to be made as an Osko Payment when we accept your Pay Anyone payment instruction from you; and
- when the Osko Payment has been successfully completed or fails for any reason.

A record of all Osko Payments processed in the last 18 months is available in your Account transaction listings in Bendigo e-banking and on your Account statements.

In order to provide you with services under Osko, we may need to disclose your personal information (including updates to such personal information) to BPAY and/or its service providers. If we do not disclose your personal information to BPAY or its service providers, we will not be able to provide you with Osko Payment services.

You agree to our disclosing to BPAY, its service providers and such other participants involved in Osko such personal information relating to you as is necessary to facilitate the provision of Osko Payments to you.

We may cease providing Osko Payments to you by notice to you, including if our membership to the BPAY Scheme is suspended, ceases or is cancelled. We will tell you if, for any reason, we are no longer able to offer you Osko Payments.

7.8 Mistaken Internet Payments

In this clause, a **Mistaken Internet Payment** means a Pay Anyone payment that you send from a Personal Account through our Pay Anyone service that:

- we process as a Direct Entry Payment where funds are paid into the account of an unintended recipient because you enter or select a BSB number and/or account number that does not belong to the named and/or intended recipient as a result of your error or you being advised of the wrong BSB number and/or identifier, where the financial institution at which the account of the unintended recipient is held is also a subscriber to the ePayments Code; or
- we process as an Osko Payment or a Fast Payment where funds are paid to the wrong account as a result of your error, for example if you use or input incorrect payee details accidentally or because you were advised by the payee of the wrong account details or you select an incorrect payee from a list of potential payees.

Mistaken Internet Payments do not include BPAY payments or payments from Business Accounts.

If you notify us that you have made a Mistaken Internet Payment we will investigate the matter and inform you (in writing) of the outcome within 30 business days from the date you notified us.

Notification within 10 business days

If you notify us of a Mistaken Internet Payment within 10 business days of making the payment, and the unintended recipient has sufficient credit funds available in their account, we may be able to recover the funds without the consent of the unintended recipient.

Notification between 10 business days and 7 months

If you notify us of a Mistaken Internet Payment between 10 business days and 7 months from the date of making the payment, and the unintended recipient has sufficient credit funds available in their account, we may be able to recover the funds. However, the unintended recipient will be given an opportunity to establish that they are entitled to the funds before they are returned to us.

Notification after 7 months

If you notify us of a Mistaken Internet Payment after 7 months from the date of making the payment and the unintended recipient has sufficient credit funds available in the account we will only be able to recover the funds with the consent of the unintended recipient.

If the other financial institution withdraws funds from the unintended recipient's account and returns them to us, we will credit those funds to your Account as soon as reasonably practicable after we receive the funds.

You will be responsible for any of your losses following a Mistaken Internet Payment and funds will not be returned to you if:

- both we and the other financial institution decide that no Mistaken Internet Payment has occurred;

- if the unintended recipient is given a chance to establish that they are entitled to the funds and they are able to do so; or
- where it is required (as described above), the consent of the unintended recipient is not provided by the unintended recipient.

If you are not satisfied with the outcome of our investigation about a Mistaken Internet Payment you can make a complaint (see the 'Resolving Complaints' section below).

8. PayIDs

This 'PayIDs' section applies in relation to any PayID you create, attempt to create or request that we create for an Account.

The PayID Service enables payers to make NPP Payments to payees using an alternative identifier (a PayID) instead of a BSB and account number.

8.1 PayID definitions

In this clause, the following definitions apply:

Defined terms	Definitions
Closed	In relation to a PayID Closed, means the PayID has been deactivated in the PayID Service and is unable to be used for NPP Payments.
Locked	In relation to a PayID Locked, means the PayID has been temporarily disabled in the PayID Service and is unable to be used for NPP Payments.
Misdirected Payment	Misdirected Payment means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID Service.
NPP	NPP means the New Payments Platform operated by or on behalf of NPP Australia Limited.
NPP Payment	NPP Payment means a payment cleared and settled via the NPP.
PayID	PayID means an identifier created for a financial institution account for addressing NPP Payments.
PayID Name	PayID Name means the name which is associated with a PayID in the PayID Service to identify the accountholder of the relevant account when the PayID is used.
PayID Service	PayID Service means the central payment addressing service of the NPP in which PayIDs are created for addressing NPP Payments.
PayID Type	PayID Type means the type of identifier a PayID is (for example, a mobile number or an email address). The available PayID Types may change from time to time.

8.2 Creating a PayID

You can create and update a PayID by contacting us. Depending on your circumstances, we may also allow you to create and update a PayID in Bendigo e-banking.

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

A PayID can only be created for your Account if:

- we are able to verify your identity in a manner that is satisfactory to us;
- you own or are authorised to use the PayID;
- the PayID is not likely to be misleading as to who the Accountholder is; and
- creating the PayID will not infringe on the intellectual property rights of any person.

We may refuse to allow a PayID to be created for an Account for any reason, including where we are not satisfied that the above requirements have been met.

The PayID Types we allow you to create may differ depending on your circumstances and the Account type. Not all Account types are eligible to have a PayID or certain PayID Types created for them.

By creating or requesting 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 your Account (including the PayID Name, the BSB and Account number) will be registered in the PayID Service which is operated by NPP Australia Limited (not us); and
- 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 including recording the PayID, PayID Name and Account details in the PayID Service;
  - third parties, such as NPP Australia Limited and other financial institutions and NPP participants that connect to or use the NPP, collecting, storing, using and disclosing that information for the purposes of constructing NPP payment messages, enabling NPP Payments, disclosing the PayID Name for NPP Payment validation (whether or not a NPP Payment is actually made) and otherwise in accordance with the NPP regulations and procedures; and
  - third parties such as NPP Australia Limited and other financial institutions that connect to or use the NPP, accessing your PayID information for the purposes of creating and sending PayTo Payment Agreement creation requests to us to seek your authorisation and for the purposes of sending PayTo Payment requests, in connection with an authorised Payment Agreement, to us for processing from your Account.

The PayID service enables payers to make NPP Payments to payees using an alternate identifier (a PayID) instead of a BSB and account number and enables merchants and payment initiators to send

PayTo Payment Agreement creation requests and PayTo Payment requests to payers' financial institutions for processing. In our discretion, we may allow you to create a PayID for your Account.

The PayID Name associated with a PayID in the PayID Service must reasonably and accurately represent the name of the Accountholder. We will choose the PayID Name that is registered in the PayID Service when a PayID is created and may change the PayID Name associated with a PayID at any time if we think doing so is necessary to ensure it reasonably and accurately represents the name of the Accountholder or, for joint Accounts, one of the Accountholders.

You may create more than one PayID for your Account but each PayID must be unique and can only be used in relation to one Australian financial institution account at a time (see below for details on transferring PayIDs from one account to another). For joint Accounts, each Account holder and person authorised to operate on the Account can create unique PayIDs for the Account.

8.3 Transferring your PayID from or to another account

You can transfer a PayID created for one account with us or another financial institution to another. However, you cannot transfer a PayID while it is Locked.

If you want to transfer a PayID you have created for an account with another financial institution to your Account with us, you must first contact the other financial institution to tell them that you want to transfer the PayID and then create the PayID for your Account as set out above. The other financial institution must action your request within one business day unless you agree to another time period.

You can transfer your PayID from one Account with us to another Account with us by contacting us and requesting the transfer. We will action your request within one business day unless we agree another time period with you.

You can transfer your PayID from an Account with us to an account with another financial institution by first contacting us and requesting that the status of your PayID be changed to 'transferring', and then creating your PayID with the other financial institution. We will action your request and allow the PayID to be transferred to the other financial institution within one business day unless we agree another time period with you.

Please note: *When transferring a PayID from one financial institution to another, if you do not successfully create the PayID with the new financial institution within 14 days of telling the existing financial institution you are transferring the PayID, you may need to start the process again.*

Until a transfer of a PayID is completed, NPP Payments made using the PayID will be directed to the account it was previously created for.

8.4 Closing, Locking and Unlocking a PayID

You can close your PayID at any time by contacting us.

You must request that we close the PayID or notify us immediately if you no longer own or have authority to use a PayID created for your Account or if you cease to be authorised to use or operate the Account.

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

We may, if we have reasonable grounds for doing so, lock or close a PayID created for your Account at any time without prior notice to you. Without limitation, this includes where:

- you have requested that we do so;
- we reasonably believe or suspect that you do not own and are not authorised to use the PayID;
- we reasonably believe or suspect that the information you provided to us or the statements you made to us when creating the PayID were or have become incorrect, incomplete or misleading;
- you fail to comply with your obligations under these Terms and Conditions or the terms and conditions that apply to the Account;
- we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity;
- we have closed or restricted the linked Account or you cease to be the Account holder or authorised to use the Account; or
- we consider the PayID to be inactive because no NPP Payments have been made using the PayID and no updates to the information relating to the PayID are made for more than 12 months.

We will tell you if we lock or close a PayID created for your Account, within one business day of doing so, unless it was done at your request or because we suspected fraud or illegal activity.

If your PayID is Locked, you can request that it be unlocked by calling us. However, acting reasonably, we are not obliged to unlock it (for example, if it was Locked due to suspected fraud or illegal activity).

If a PayID is Closed it must be re-created before it can be used again.

A PayID cannot be transferred or updated while it is Locked and no payments can be made or received using a PayID while it is Locked or after it has been Closed.

8.5 Liability for PayIDs

To the maximum extent permitted by law, we are not liable to you for any loss or damage you suffer as a result of:

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

8.6 Duplicate PayIDs and PayID disputes

The PayID Service does not support duplicate PayIDs.

If you try to create a PayID for your Account which is identical to another PayID created in the PayID Service it will be rejected and we will advise you of this. You can contact us to discuss duplicate PayIDs.

If a PayID cannot be created for your Account because it has already been created by someone else, you can contact us and, if we are satisfied you own or are authorised to use the PayID, we can lodge a dispute on your behalf to determine whether the PayID created by the other person should be closed. 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 (for example, if the other person is also authorised to use the PayID). We will promptly notify you of the outcome of the dispute.

9. PayTo

This 'PayTo' section applies in relation to your use or attempted use of PayTo and any Payment Agreement that is created for an Account, and related PayTo Payments, if PayTo is available for your Account. See the terms and conditions for your Account to determine whether PayTo is available for your Account.

PayTo allows payers to approve Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

9.1 PayTo definitions

In this section and the PayID section above, the following definitions apply:

Defined terms	Definitions
Migrated DDR	A Payment Agreement created by a Merchant or Payment Initiator to process payments under an existing direct debit arrangement as PayTo Payments instead of through the direct debit system – see the 'Migration of Direct Debit arrangements' clause below.
Mandate Management Service (MMS)	The Mandate Management Service (MMS) being a central, secure database of Payment Agreements operated by NPP Australia Limited.
Merchant	A merchant with which you have, or would like to have, a Payment Agreement.
NPP	The New Payments Platform operated by or on behalf of NPP Australia Limited.
NPP Payment	A payment cleared and settled via the NPP.
PayTo Agreement or Payment Agreement	An agreement created by an approved Merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your Account or a Migrated DDR.
Payment Initiator	An approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.
PayTo	The NPP functionality which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement.
PayTo Payment	An NPP Payment we make pursuant to a Payment Agreement.

9.2 Creating a Payment Agreement

You can set up a Payment Agreement with a Merchant or Payment Initiator that offers PayTo as a payment option by providing the Merchant or Payment Initiator with a PayID you have created for your Account (see the 'PayID' section above) or the BSB and Account number for your Account. You are responsible for ensuring that the PayID or BSB and Account number you provide for the purpose of establishing a Payment Agreement are correct. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

If you agree to setup a Payment Agreement with a Merchant or Payment Initiator, they will create the Payment Agreement in the Mandate Management Service through their financial institution or payments processor and we will be notified.

After we receive notification that a Payment Agreement has been created for your Account, we will notify you with the details of the Payment Agreement and ask you to confirm your approval of the Payment Agreement. You may approve or decline any Payment Agreement in your discretion and we will record whether you approved or declined the Payment Agreement in the Mandate Management Service.

If a Payment Agreement required your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.

If you tell us that you approve a Payment Agreement it will be active once we record your approval in the Mandate Management Service. Payment requests may be made by a Merchant or Payment Initiator immediately after you have approved a Payment Agreement so do not approve a Payment Agreement unless you are sure all the details are correct.

If you think the payment amount, frequency or any other detail presented in a Payment Agreement is incorrect, you should decline the Payment Agreement and contact the relevant Merchant or Payment Initiator to have them resubmit a new Payment Agreement with the correct details.

By approving a Payment Agreement, you:

- authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the Mandate Management Service; and
- acknowledge that these details may be disclosed to NPP Australia Limited (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and
- consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

9.3 Payments

By authorising a Payment Agreement you instruct us to make PayTo Payments from your Account in accordance with the Payment Agreement each time a PayTo Payment is requested by the Merchant or Payment Initiator who is a party to the Payment Agreement or their financial institution or payment processor.

It is your responsibility to ensure you have sufficient funds in your Account to process each PayTo Payment. We are not required to make a PayTo Payment if there are insufficient cleared funds in your Account at the time the PayTo Payment is requested

9.4 Amending a Payment Agreement

We are not able to amend any other terms of the Payment Agreement including the details of the Merchant or Payment Initiator.

A Payment Agreement can be amended from time to time by the Merchant or Payment Initiator.

If a Merchant or Payment Initiator seeks to amend a Payment Agreement, we will notify you of the amendment and request that you approve or decline the amendment. We will record whether you approved or declined the Payment Agreement amendment request in the Mandate Management Service.

If you think the payment amount, frequency or any other detail presented in a Payment Agreement amendment request we provide to you for approval is incorrect, you should decline the amendment request and contact the relevant Merchant or Payment Initiator to have them resubmit a new amendment request with the correct details. We cannot change the details in an amendment request.

If you do not respond to a Payment Agreement amendment request within 5 calendar days it will expire and it will be treated as being declined by you.

We will record whether you approve or decline a Payment Agreement amendment request in the Mandate Management Service.

If you approve a Payment Agreement amendment request, the amendment will be effective once we record your approval in the Mandate Management Service.

If you decline a Payment Agreement amendment request, the Payment Agreement will not be affected by the amendment request and will continue as if the amendment request had not been submitted

9.5 Pausing or resuming a Payment Agreement

You can pause a Payment Agreement, or resume a paused Payment Agreement, in Bendigo e-banking or by contacting us. We will promptly act on your instruction to pause or resume a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator who is a party to the Payment Agreement will be notified each time you pause or resume a Payment Agreement.

A Payment Agreement may also be paused or resumed by the relevant Merchant or Payment Initiator. We will notify you each time a Payment Agreement is paused or resumed by the Merchant or Payment Initiator.

We may also pause any Payment Agreement that has been setup using a PayID if the PayID is locked or closed. If we do, we will resume the Payment Agreement once the PayID is unlocked or we obtain instructions from you that otherwise enables the Payment Agreement to be resumed (unless the Payment Agreement has since been cancelled). We will notify you if we pause or resume a Payment Agreement and the Merchant or Payment Initiator associated with the Payment Agreement will also be notified each time we pause or resume a Payment Agreement.

While a Payment Agreement is paused, we will not process any PayTo Payment requests we receive pursuant to the Payment Agreement. PayTo Payments will resume once a paused Payment Agreement is resumed.

> ***Warning!*** Although pausing a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of pausing a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

We will not be liable to you or any other person for any loss that you or any other person suffers as a result of a Payment Agreement being paused by you or the Merchant or Payment Initiator.

9.6 Transferring a Payment Agreement

It is not currently possible to transfer a Payment Agreement between accounts with us or another financial institution. If you want to change a Payment Agreement, including to change it from one account to another, you will need to contact the Merchant or Payment Initiator through whom the Payment Agreement was set up.

9.7 Cancelling a Payment Agreement

You can cancel a Payment Agreement at any time in Bendigo e-banking or by contacting us. We will promptly act on your instruction to cancel a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator associated with your Payment Agreement will then be notified that you have cancelled the Payment Agreement.

A Payment Agreement may also be cancelled by the relevant Merchant or Payment Initiator. We will notify you if a Payment Agreement is cancelled by the Merchant or Payment Initiator.

We may also cancel any Payment Agreement that has been setup using a PayID if the PayID is closed, unless we agree otherwise with you. We will notify you if we cancel a Payment Agreement and the Merchant or Payment Initiator associated with the Payment Agreement will also be notified that the Payment Agreement has been cancelled.

We will not process any PayTo Payment requests we receive from the Merchant or Payment Initiator pursuant to a Payment Agreement after it has been cancelled.

Warning! Although cancelling a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of cancelling a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

We will not be liable to you or any other person for any loss that you or any other person suffers as a result of a Payment Agreement being cancelled by you or the Merchant or Payment Initiator.

9.8 Migration of Direct Debit arrangements

If you have an existing direct debit arrangement with a Merchant or a Payment Initiator, the Merchant or Payment Initiator may choose to create a Payment Agreement for the direct debit arrangement to process payments as PayTo Payments instead of through the direct debit system.

If a Merchant or a Payment Initiator does this, you will receive notice from them that your future payments will be migrated to PayTo and you will then have the option of telling the Merchant or Payment Initiator that you do not consent.

If you do not advise the Merchant or Payment Initiator that you do not consent to your direct debit arrangement being migrated to PayTo, the Merchant or Payment Initiator may create a Payment Agreement in the Mandate Management Service that reflects the terms of your direct debit service agreement and the Payment Agreement will be deemed to have been approved by you. We will not seek your approval of a Payment Agreement that relates to a migrated direct debit arrangement.

Once the Payment Agreement has been created by the Merchant or Payment Initiator, you and the Merchant or Payment Initiator will be able to amend, pause and resume and cancel a Payment Agreement that has been established to migrate a direct debit arrangement in the same way as any other Payment Agreement as set out above.

By permitting the creation of a Payment Agreement for a direct debit arrangement (by not contacting the Merchant or Payment Initiator and telling them that you do not consent), you:

- authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the Mandate Management Service;
- acknowledge that these details may be disclosed to NPP Australia (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and
- consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

9.9 General PayTo Obligations

We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.

You must:

- ensure that all information and data you provide to us or to any Merchant or Payment Initiator that is authorised to use PayTo is accurate and up-to-date;
- not use PayTo to send threatening, harassing or offensive messages to a Merchant, Payment Initiator or any other person;
- where we allow you to provide a payment description or reference in connection with a Payment Agreement, ensure that it does not contain, refer to or link to:
  - any swearing, profanity or offensive, discriminatory, threatening or abusive content;
  - any information that is confidential or must be kept secret;
  - sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and health information);
  - anything which infringes the intellectual property rights of any person; or
  - anything which is illegal or seeks to promote illegal activity;
- comply with all applicable laws in connection with your use of PayTo;
- promptly consider, action and respond to any Payment Agreement creation request, amendment request or other notification we send you (if you use the Bendigo Bank app, we recommend that you allow notifications from it on your device to ensure that you promptly receive and are able to respond to such requests and notifications in a timely way);
- immediately notify us if you no longer hold or have authority to operate the Account from which payments under a Payment Agreement you have approved or permitted to be created are being or are to be made;
- promptly notify us if you receive a Payment Agreement creation request or amendment request or become aware of PayTo Payments being processed from your Account that you are not expecting, or experience any other activities that appear suspicious or erroneous;
- promptly notify us if you become aware of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not authorised by you; and
- comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.

You are responsible for complying with the terms of any agreement that you have with the Merchant or Payment Initiator who is a party to a Payment Agreement (including any payment and notice giving obligations or termination requirements) and for dealing with the Merchant or Payment Initiator in

relation to any concerns or complaints you have in relation to any goods or services relating to the Payment Agreement.

From time to time, we may request that you confirm that one or more of your Payment Agreements are accurate and up-to-date. You must promptly action and respond to any such request. If you fail to do so, we may pause the relevant Payment Agreement(s).

We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you if we pause or cancel a Payment Agreement for these purposes but only if we are legally permitted to do so. You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason.

If you notify us of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not authorised by you and submit a claim, we will respond to your claim within 10 business days and, if the claim is founded, we will refund the PayTo Payment to your Account.

9.10 Liability for PayTo

To the maximum extent permitted by law, we will not be liable to you or any other person for any loss suffered as a result of:

- processing payments under a Payment Agreement which you have approved or are deemed to have approved;
- you failing to properly consider or promptly respond to any Payment Agreement creation request or amendment request we send you;
- you failing to properly consider and action any notification we send you in relation to any Payment Agreement;
- you or a Merchant or Payment Initiator pausing, resuming or cancelling a Payment Agreement; or
- any delay or failure in respect of a Payment Agreement or a PayTo Payment being processed due to the unavailability or failure of the Mandate Management Service, except to the extent such loss is caused by us failing to comply with our obligations relating to PayTo under these Terms and Conditions.

We do not exclude any liability to you for loss or damage to you arising directly from the fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

10. BPAY and BPAY View

This 'BPAY and BPAY View' section applies to BPAY Payments and BPAY View which may be used in Bendigo e-banking and Bendigo Phone Banking. See the terms and conditions for your Account to determine whether BPAY Payments and BPAY View are available for your Account.

10.1 BPAY Payments

We are a member of the BPAY scheme and we subscribe to BPAY Payments. BPAY Payments is an electronic payments service available using Bendigo e-banking or Bendigo Phone Banking.

You can ask us to make payments on your behalf to organisations who are set up to receive BPAY Payments ("**Billers**"). BPAY Payments also allows you to receive or access bills or statements electronically (BPAY View) from participating Billers nominated by you by:

- opening an email sent to you whenever a bill or statement is received by us with a link to our Bendigo e-banking website; or
- accessing our website and choosing to pay the BPAY Payment electronically using Bendigo e-banking or Bendigo Phone Banking.

We are not acting as your agent or the agent of a Biller when we make a BPAY Payment on your behalf.

We will tell you if we are no longer a member of the BPAY Scheme and can no longer offer you access to BPAY Payments.

10.2 Making a BPAY Payment

BPAY Payments can be made by you using:

- Bendigo e-banking; or
- Bendigo Phone Banking.

You must abide by the terms and conditions that apply to your chosen method when making a BPAY Payment.

When you tell us to make a BPAY Payment, you must provide us with the following information so that we can make the BPAY Payment from your Account:

- Your Account to which the BPAY Payment is to be debited;
- The BPAY Biller Code of the Biller you want to pay;
- Your Customer Reference Number for the Biller; and
- The amount of the BPAY Payment.

We will then debit your Account with the amount of the BPAY Payment.

If you tell us to make a future-dated BPAY Payment you must also provide us with the date on which you want the payment to be made. If you tell us to make a recurring BPAY Payment you must tell us when the first payment is to be made, how frequently you want payments to be made and, if relevant, details about when you want the payments to stop.

For future-dated and recurring BPAY Payments, we will debit your Account with the amount of the BPAY Payment on the day the BPAY Payment is to be made.

You acknowledge that we are not obliged to process a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate. We will not make a BPAY Payment if there are insufficient cleared funds in the specified Account at the time you have told us to make that payment.

Regardless of when an immediate BPAY Payment is made, the Account to which you want us to debit the BPAY Payment will be debited immediately.

We acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between us and the Biller.

We will treat your instruction to make a BPAY Payment as valid if, when you provide that instruction, you comply with security procedures as set out in these Terms and Conditions.

You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your Account.

10.3 Processing BPAY Payments

Billers who participate in BPAY Payments have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our BPAY Cut-Off Time on a business day; or
- on the next business day, if you tell us to make a BPAY Payment after our BPAY Cut-Off Time on a business day, or on a non business day.

A delay may occur in processing a BPAY Payment where:

- the day after you tell us to make a BPAY Payment is not a business day;
- you tell us to make a BPAY Payment on a day which is not a business day;
- you tell us to make a BPAY Payment after our BPAY Cut-Off Time on a business day;
- another financial institution participating in BPAY Payments does not comply with any applicable obligations relating to BPAY Payments; or
- a Biller fails to comply with any applicable obligations relating to BPAY Payments.

While we don't expect that delays in processing for any reason set out above will continue for more than one business day, it is possible that delays may continue for a longer period.

You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment for an incorrect amount which is less than the correct amount, you can make another BPAY Payment for the difference.

We will not accept an order 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.

10.4 BPAY Cut-Off Times

Our BPAY Cut-Off Time each business day (Monday – Friday excluding public holidays) is 6:30pm (AEST / AEDT).

10.5 Suspension of BPAY

We may suspend your right to participate in BPAY Payments (including BPAY View) at any time if you are suspected of acting in a fraudulent manner.

10.6 BPAY View

Registering for BPAY View

You need to register in order to use BPAY View. You can register for the BPAY View service in Bendigo e-banking.

By registering for BPAY View you:

- agree that we may disclose the following information to Billers you nominate for BPAY View:
  - your personal information (for example you name, email address and the fact that you are our customer) as necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to use BPAY View); and
  - if you no longer want to or are able to receive electronic bills.
- agree to us or a Biller collecting data about whether you access your emails, Bendigo e-banking and any link to a bill or statement;
- state that, where you register to receive a bill or statement electronically through BPAY View, you are entitled to receive that bill or statement from the applicable Biller; and
- agree to receive bills and statements electronically in Bendigo e-banking and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause, we are the agent for each Biller nominated by you as above.

In order to gain access to the BPAY View service you will need an email address. If you do not have an email address linked to Bendigo e-banking you will need to provide an email address, or contact us to register an email address before you can access BPAY View.

You acknowledge and accept that anyone with your Bendigo e-banking Access ID and Password will be able to access BPAY View.

You authorise us to act upon all instructions given to us by you in Bendigo e-banking using your Bendigo e-banking Access ID and Password, and that, subject to the other provisions of these Terms and Conditions, you are liable for any such instructions.

Nominating Billers

You must nominate the BPAY View Billers you wish to receive bills and statements from. You can delete a BPAY View Biller from your list of nominated BPAY View Contacts at any time in Bendigo e-banking. The deleted BPAY View Biller will be notified immediately.

Viewing bills

You may, at any time, start to receive paper bills and statements from a Biller instead of electronic bills and statements through BPAY View:

- at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- by de-registering from BPAY View;
- if we receive notification that your email inbox is full, so that you cannot receive any email notification of a bill or statement;
- if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- if we are aware that you are unable to access your email or Bendigo e-banking or a link to a bill or statement for any reason; or
- if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.
- By using BPAY View you agree that:
- if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - at the email address used by you to register for BPAY View;
- if you receive notification in Bendigo e-banking that you have a bill or statement without an email, then that bill or statement is received by you whether or not you choose to access Bendigo e-banking;
- bills and statements delivered to you remain accessible in Bendigo e-banking for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not; and
- you will contact the Biller direct if you have any queries in relation to bills or statements.

You must regularly check your emails and Bendigo e-banking (at least weekly) and provide us with an email address which can receive email notifications. You must tell us if any of your contact details change or if you are not able to access your email or Bendigo e-banking.

Billing Errors

A BPAY View billing error means any of the following:

- 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);
  - giving a bill to the wrong person; or
  - giving a bill with incorrect details; and
  - if your BPAY View deregistration has failed for any reason:
- giving you a bill if you have unsuccessfully attempted to deregister.

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

You agree that you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

10.7 Biller no longer able to process a BPAY Payment

If we are notified that your BPAY Payment cannot be processed by a Biller, we will:

- advise you of this;
- credit your account with the amount of the BPAY Payment; and
- take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

10.8 Privacy under the BPAY scheme

If you use BPAY Payments you:

- agree to our disclosing to Billers nominated by you and if necessary the entity operating BPAY Payments (BPAY Pty Ltd) or any other participant in BPAY Payments and any agent appointed by any of them from time to time, including BPAY Group Limited, that provides the electronic systems needed to implement BPAY Payments:
  - such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of BPAY Payments;
  - such of your transactional information as is necessary to process your BPAY Payments and your use of BPAY View. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller; and
  - the fact you do not want or cannot receive electronic statements.
- You can request access to your information held by BPAY Pty Ltd or its agent, BPAY Group Limited, by emailing privacy@bpay.com.au or writing to BPAY at PO Box H124, Australia Square NSW 1215, or by referring to the procedures set out in their privacy policy.
- The privacy policy of BPAY Pty Ltd and BPAY Group Limited is available of their website at www.bpay.com.au and contains information about how you may complain about a breach of the Privacy Act 1988 (Cth), and the process by which your complaint will be handled.
- If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or use of BPAY View.

10.9 Liability for mistaken BPAY payments, unauthorised BPAY Payments and fraud

You must notify us immediately if you:

- become aware that you may have made a mistake when instructing us to make a BPAY Payment;
- did not authorise a BPAY Payment from your Account;
- believe a BPAY Payment was not processed in accordance with your instructions (including delays); or
- think you have been fraudulently induced to make a BPAY Payment.

If a BPAY Payment is made from your Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with this clause. We will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme unless these terms and conditions or an applicable law or industry code provides otherwise.

Mistaken BPAY Payments

If a BPAY Payment is made to a Biller or for an amount which is not in accordance with your instructions and your Account was debited for the amount of that payment, we will credit the amount of that BPAY Payment to your Account. If you were responsible for the mistake resulting in the BPAY Payment and we cannot recover that amount within 20 business days from the date we attempt to recover it, you will be liable for the amount of the BPAY Payment and we may debit it to your Account.

Unauthorised BPAY Payments

If you tell us that a BPAY Payment made from your Account was unauthorised, you must 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 customer reference number and such information as we reasonably require to investigate the BPAY Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify the BPAY Payment.

If a BPAY Payment is made in accordance with an instruction we believed was made or authorised by you but wasn't, we will credit your Account with the amount of that unauthorised payment.

However, you will be liable for the amount of the unauthorised payment and we may debit it to your account if:

- we cannot recover that amount within 20 business days of us attempting to do so; and
- the BPAY Payment was made as a result of an instruction which didn't comply with our requirements.

If we are able to recover part of the amount of the BPAY Payment from the person who received it, you must only pay us the amount that we are not able to recover.

Fraudulent BPAY Payments

If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

We are not liable for any consequential loss or damage you suffer as a result of using BPAY Payments, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

No refunds will be provided through BPAY Payments where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

If your BPAY Payment has been made using a credit card, there are no chargeback rights available in relation to the BPAY Payment. You must contact the Biller about any goods or services you may have agreed to acquire from the Biller and resolve any dispute directly with the Biller. Even if you have used a credit card to make a payment, you may still have rights under the 'Disputing transactions and refunds and chargebacks' clause or the 'Liability for Transactions' clause below.

11. Automatic Payments

This 'Automatic Payments' section applies to any Automatic Payments you set up for your Account. See the terms and conditions for your Account to determine whether Automatic Payments are available for your Account.

You must have sufficient funds available in your Account from which an Automatic Payment will be made, to enable the Automatic Payment to be made.

In relation to any Automatic Payment that falls due on a day other than a business day, we will process the payment on the previous business day. You must have sufficient funds available in your Account from which an Automatic Payment will be made on that day, to enable the Automatic Payment to be made.

We will not process an Automatic Payment if you do not have sufficient funds in your Account.

11.1 Periodical payments

A periodical payment facility allows us to make a payment from your Account to another account with us or with another financial institution or to a third party. You will need to request that we set up this facility by visiting one of our branches.

To set up a periodical payment you must tell us:

- the Account to which you want to debit the periodical payment;
- account information about the person or business to whom you wish to transfer funds to, including the correct BSB and account number of the account which you wish to transfer funds; and

- the amount of the Transaction.

We will process each periodical payment according to the instructions you give us when you set up the periodical payment facility.

We will attempt to make the periodical payment from your Account before 8.00am for three consecutive days. If these attempts are unsuccessful, we will make a final attempt on the fourth day. If this is still unsuccessful we will tell you that no more attempts will be made and you should arrange payment in another way.

11.2 Sweep facility

A sweep facility allows us to make a payment from your Account to a Bendigo credit card or another account you hold with us. You will need to request that we set up this facility by visiting one of our branches.

To set up a sweep facility you must tell us:

- the Account to which you want to debit funds from;
- account information about the person or business to whom you wish to transfer funds to, including the correct BSB and account number of the account which you wish to transfer funds to; and
- the amount of the Transaction

We will process each sweep payment according to the instructions you give us when you set up the sweep facility.

On the payment due date we will only attempt payment once. If the payment is unsuccessful, we will tell you that no more attempts will be made and you should arrange payment in another way. A Sweep Facility Rejection fee may apply (see our Fees and Charges Documents).

If you have insufficient funds in your Account on three consecutive payment due dates, the sweep facility authority will be cancelled, and you will be notified in writing.

11.3 Direct debits

A direct debit facility allows us to make a payment from your Account to a merchant or other organisation who you have entered into a direct debit request service agreement with.

Setting up a direct debit

A direct debit is set up by the merchant who you are paying. The direct debit request service agreement between you and the merchant will outline the terms and conditions that apply to the direct debit payments.

Cancelling a direct debit

You can request that we cancel a direct debit arrangement at any time by visiting a branch or contacting us through a secure message in Bendigo e-banking. We will promptly process a request to cancel a direct debit. We cannot guarantee your direct debit cancellation request will be actioned within one business day. If you have a direct debit due, we suggest you contact the merchant directly.

Migrating a direct debit arrangement to PayTo

If you have authorised a merchant or other third party to debit your account as a direct debit arrangement and the merchant or third party migrates the direct debit arrangement to PayTo, the direct debit arrangement will cease to be a direct debit arrangement and will instead be treated as a PayTo Payment Agreement (see clause 9.8 for more information about PayTo and Migrated DDRs)

11.4 Liability for Automatic Payments

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 an Automatic Payment facility or any delay, omission or failure in respect of any related payment.

Without limitation, this includes if you request that we make a payment to an account held with another financial institution:

- any delay or failure to make a payment which results from a technical failure in the system we use to make a payment from your Account to another financial institution; and
- any omission, delay or failure on the part of the other financial institution in processing that payment.

We do not exclude any liability to you for loss or damage to you arising directly from the fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

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.

12. Telegraphic Transfers

This 'Telegraphic Transfers' section applies if you request that we make a Telegraphic Transfer from your Account on your behalf or if you receive a Telegraphic Transfer to your Account.

Fees and charges for Telegraphic Transfers are set out in our Fees and Charges Documents.

12.1 Making a Telegraphic Transfer

You can request that we make a Telegraphic Transfer from your Account in Bendigo e-banking or by visiting a Bendigo Bank branch. To make a Telegraphic Transfer you must provide us with the following information:

- the Account from which you authorise us to debit the Telegraphic Transfer and any related fees;
- your full name and residential street address;
- the amount of the Telegraphic Transfer (in Australian dollars or the foreign currency equivalent);
- the currency that the Telegraphic Transfer is to be made in;
- the name and street address of the beneficiary's bank;
- the BSB, routing number or equivalent of the beneficiary's bank;
- the beneficiary's account number or International Bank Account Number; and
- the beneficiary's full name and residential street address.

You are responsible for ensuring that all information that you provide to us is correct. We may disclose this information to any person who we need to in order to process the requested Telegraphic Transfer and where required to do so by Australian or foreign laws.

We will not process a Telegraphic Transfer if you do not provide us with the information required or if there are insufficient cleared funds available in your Account.

We will use our best endeavours to process a Telegraphic Transfer.

We reserve the right to refuse to make a Telegraphic Transfer at our discretion. We do not have to provide reasons for doing so.

12.2 Receiving a Telegraphic Transfer

To receive funds to your Account through a Telegraphic Transfer you will need to provide the remitter with the following details:

- the name of the Account the funds are to be credited to;
- your residential street address;
- your Bendigo Bank account number;
- Bendigo Bank BSB – 633000; and
- Bendigo Bank Swift Code - BENDAU3B.

12.3 Cut-off times and processing

Telegraphic Transfers may only be processed on business days. Our daily processing cut-off time for Telegraphic Transfers is 3pm AEST/AEDT on each business day. If we accept a request from you to process a Telegraphic Transfer on a day that is not a business day or after the above-mentioned cut-off time on a business day, the Telegraphic Transfer will not be processed until the next business day.

A Telegraphic Transfer will typically be received by the beneficiary within two to seven business days of processing. However, delays in the processing of a Telegraphic Transfer may occur where there is a public or bank holiday during the period in which the Telegraphic Transfer is being processed by us, the recipient's bank, or any other intermediary.

We are not responsible for any delays caused by circumstances beyond our control and we accept no liability for any loss of any kind whatsoever (including any consequential loss and expense) resulting from a delay caused by circumstances beyond our control.

12.4 Foreign currency conversion

We recommend that you make a Telegraphic Transfer in the currency used by the beneficiary's bank. If we cannot process the Telegraphic Transfer in that currency we recommend that United States Dollars (USD) or Australian Dollars (AUD) be used.

Telegraphic Transfers in foreign currencies will be converted from Australian Dollars at our applicable foreign exchange rate on the day of processing by us. Any foreign exchange rate indicated prior to the processing date is indicative only. We are not responsible for fluctuations in foreign exchange rates.

12.5 Recalls and trace requests

You can ask us to recall a Telegraphic Transfer, including if you make a mistake. If you wish to recall a Telegraphic Transfer we recommend you do so as soon as possible after making the Telegraphic Transfer. A recall may need to be converted back to Australian Dollars at the foreign exchange rate that applies at the time the recall is processed. This may result in a significant loss for you.

We will attempt to recall the Telegraphic Transfer for one calendar month. After this time the recall will be deemed unsuccessful.

You can ask us to trace a Telegraphic Transfer to determine if the beneficiary has received the funds. We do not recommend making a trace request until at least 7 days after the day that we processed the Telegraphic Transfer. Response times for trace requests are determined by the beneficiary's bank and any intermediaries and may take up to 30 business days.

Fees and charges for recalls and trace requests are set out in our Fees and Charges Documents.

12.6 Future-dated or recurring Telegraphic Transfers

We will only make one attempt to process a Telegraphic Transfer. If a Telegraphic Transfer is not processed (such as where you have not provided the information needed, or there are insufficient cleared funds in your Account to make the Telegraphic Transfer) you will need to make a new Telegraphic Transfer request.

The foreign exchange rate and the fees and charges for a Telegraphic Transfer will be the foreign exchange rate and the fees and charges that apply on the date we process the Telegraphic Transfer.

12.7 Fees and charges

Fees and charges for Telegraphic Transfers are debited to your nominated Account at the time the Telegraphic Transfer is processed by us

Fees and charges for recalls and trace requests are debited to your Account at the time the recall or trace request is processed by us.

We may also charge an amendment fee if you request that we amend any details relating to a Telegraphic Transfer provided by you after we have processed the Telegraphic Transfer.

The beneficiary's bank and any other intermediaries may also deduct fees and charges from the proceeds of the Telegraphic Transfer, for amending a Telegraphic Transfer, or for rejecting a Telegraphic Transfer, from the funds we transfer. These fees and charges are not disclosed to us and we are not responsible for them. Any fees and charges deducted will reduce the amount of the Telegraphic Transfer that is received by the beneficiary.

13. Confirmation of Payee service

13.1 Using the Confirmation of Payee service when making a payment

If you make a payment using a BSB and account number, we may use the Confirmation of Payee service to provide you with a view on the likelihood that the account name you have entered matches the account you are paying to.

If we indicate to you that the Confirmation of Payee service result does not match and we allow you the option of proceeding with the payment, you should check the account details with the intended recipient before proceeding with the payment. We may decline to process a payment where the Confirmation of Payee service result does not match and we consider it reasonably necessary to do so to avoid you or us suffering loss or being victim to fraud or a scam.

At all times it remains your responsibility to ensure that the BSB and account number you are using to make a payment are correct irrespective of any Confirmation of Payee service match result we share with you and your liability for payments will not be affected by any Confirmation of Payee match result we share with you.

You must not misuse the Confirmation of Payee service or try to use it in breach of these terms and conditions or for any purpose other than confirming the name for the account you intend on making a payment to.

Without limiting any other right we have under these terms and conditions, we may limit or suspend your ability to make payments or use a payment facility or access method if we reasonably believe you are misusing the Confirmation of Payee service in breach of these terms and conditions.

13.2 Sharing your account details through the Confirmation of Payee service

We'll ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we have undertaken) for the use of the Confirmation of Payee service.

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- us and other financial institutions who process payments to or from your account using the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) and transaction details being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

13.3 Opt-out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an opt-out request). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- payers may not be able to confirm your account details through the Confirmation of Payee service when making payments to your account;
- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers);
- we may still disclose your account details (including your name) through the Confirmation of Payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you;
- financial institutions who process payments to or from your account may still use the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service; and
- you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

14. Transaction limits and processing

We may decide, in our discretion, the order in which any Transaction is processed.

In our discretion, we may impose daily or other periodic limits that apply to your use of Payment Facilities in relation to an Account and change the limits from time to time. We will give you notice of changes to the limits that apply as set out in the 'Changes to Bendigo Payment Facilities' clause below, and our right to make these changes is subject to the conditions in that clause.

Unless we agree with you or notify you otherwise, the following limits apply:

Limit	Description of how limit applies
Cash out limit	The maximum amount you may withdraw in cash at an ATM or EFTPOS terminal in a day is $1,000.00 (AUD) per Debit Card.
Pay Anyone Limit	The maximum daily Pay Anyone limit of up to $50,000 per Access ID may be set by contacting us over the phone. If you require a Daily Pay Anyone limit of greater than $50,000 for your Access ID, you will be required to apply in branch.
Osko and Fast Payment Limit	Payments made by Osko and Fast Payments have a set daily limit of $30,000 per Access ID despite any higher Pay Anyone limit you might have.

We are not required to authorise or process any Transaction which would cause you to breach any of the above limits.

15. Records of transactions

When you use our equipment (including Bendigo e-banking or Bendigo Phone Banking) to perform a Transaction we will provide you with a record for that Transaction (which may be an electronic record that you can save or print) unless you tell us that a record is not required.

You agree that where we are required to provide you with a confirmation of a Transaction relating to a Payment Facility it may be provided to you by Bendigo e-banking or Bendigo Phone Banking if you have access to either of those services. You may also request confirmation of a Transaction at any of our branches.

Transactions performed using a Payment Facility will also be recorded on statements we give in relation to the relevant Account. See the terms and conditions for the Account for details about how and when we will give statements.

We strongly advise you to check and keep all Transaction records in a safe place. Transaction records may be needed to complete tax returns, confirm payments have been made, and check any amounts that are owing.

If you misplace any Transaction records or need us to provide you with information about any of your Transactions, 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 our Fees and Charges Documents.

We cannot provide you with copies of merchant transaction vouchers.

16. Disputing transactions and refunds and chargebacks

16.1 Disputing transactions

You may dispute a Transaction if you think:

- it is an Unauthorised Transaction;
- the amount debited to your Account is different to the amount authorised;
- related goods or services have not been provided or were different to the description;
- related goods have been returned and the amount has not been refunded to your Account;
- the Transaction is mistakenly debited to your Account more than once; or
- you otherwise think we can claim a refund (chargeback) on your behalf under the rules of that apply to the payment system or scheme through which the Transaction was processed.

You must advise us immediately if you want to dispute a Transaction so that we may investigate it. Any delay may impact our ability to investigate or resolve the disputed Transaction in your favour.

As part of our investigation we may require you or a third party to provide us with information or documents. You authorise us to write to a third party on your behalf if we require such information or documents.

While we investigate a disputed Transaction, the Transaction will remain debited to your account.

We will keep you informed of the progress of all disputes and investigations. However we may not notify you or keep you informed of certain investigations and disputes where we reasonably

determine that doing so will, or is likely to, compromise the integrity of the investigation or any relevant payment system.

Following our investigation we will advise you of the outcome of our investigation.

If we determine a disputed Transaction in your favour, we will refund the Transaction amount to your Account and make any necessary adjustments to any interest and fees charged to your Account as a result of the Transaction.

If you disagree with our decision, you may request an internal review or lodge a complaint (see the 'Resolving Complaints' section below).

16.2 Refunds and chargebacks

Depending on the Payment Facility you have used, sometimes the rules applying to the relevant payment system or scheme set out specific circumstances and timeframes in which we can claim a refund (sometimes this is called a 'chargeback') in respect of a disputed Transaction on your behalf.

We will claim a refund or chargeback in relation to a Transaction where we agree, based on our investigation, that a refund or chargeback right exists and you have disputed the Transaction within the applicable timeframe.

Where a refund or chargeback right exists, the timeframes for us to process a refund or chargeback request varies between 45 days and 120 days, depending on the type of Transaction.

We will only accept a refusal of a refund or chargeback request by the financial institution of the other party to the Transaction if we think it is consistent with the applicable payment system or scheme rules.

No refund or chargeback rights exist in in relation to a BPAY Payment. You must resolve any dispute with the biller directly with the biller.

You may dispute a Transaction as an Unauthorised Transaction even if a refund or chargeback right does not exist.

17. Keeping your payment devices secure

The security of your Payment Facilities and all Debit Cards (including Debit Card details), bank cheques, Access IDs, PINs and Passwords is very important.

This clause sets out important safeguards you must follow in relation to your Debit Cards, Debit Card details, bank cheques, Access IDs, PINs, Passwords, devices used to perform Transactions. You may be liable for losses from Unauthorised Transactions which you contribute to by not complying with these safeguards, or your liability may be higher than it would have been if you had complied with them.

You must ensure that you:

- keep any Debit Cards in a safe space and regularly check that you have the Debit Card in your possession;
- keep any Debit Card, Access ID, Password and PIN secure and protected;

- do not disclose your PIN or Password to any person, including a family member, friend or representatives of the Bank;
- do not give your Debit Card details to any person, except a merchant you a performing a Transaction with;
- do not allow any person to observe or hear your PIN or Password;
- do not record your PIN or Password on a device (including a Debit Card) used to perform a Transaction, or keep a record carried with the device or on anything that may be lost or stolen at the same time as the device;
- do not select a PIN that is easily identified with you such as your date of birth, your name or part of it or your phone number;
- do not select a PIN that is a common or easily guessed combination such as repeated or consecutive numbers such as 5555 or 1234;

If you record your PIN or Password you must make a reasonable attempt to protect the security of that record by disguising or preventing unauthorised access to the PIN or passcode. A reasonable attempt might include, but is not limited to:

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

We will never ask for your PIN or Password, or any other security information relating to a Payment Facility, by email, SMS or when speaking to our staff. We will also never ask you to log in to Bendigo e-banking from a link provided in an email or SMS. If you ever receive such a request, you should not provide the information or click on the link. You should always access Bendigo e-banking through our website or using the Bendigo Bank app.

You must immediately tell us if you know or suspect:

- a Debit Card or bank cheque is lost or stolen;
- a device on which you have installed the Bendigo Bank app has been lost or stolen;
- an Access ID, PIN or Password has become known to someone else, or a record of it has been lost or stolen;
- a Debit Card, Debit Card details or your Account have been used without your permission; or
- a Transaction has been made which you did not authorise.

Failure to notify us or delay in notifying us of the above may result in you being liable for losses from Unauthorised Transactions or your liability may be higher than it would have been if you had you promptly notified us.

18. Liability for Transactions

18.1 Authorised Transactions

You are responsible and liable for all Transactions performed or authorised by you or which are performed with your knowledge and consent.

18.2 Unauthorised Transactions

You are not responsible and liable for loss resulting from Unauthorised Transactions if caused by any of the following:

- fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;
- a device (including a Debit Card), identifier (including an Access ID) or pass code (including a PIN or Password) which is forged, faulty, expired or cancelled;
- a Transaction requiring the use of a device and/or passcode that occurred before you received the device and/or passcode (including a reissued device and/or passcode);
- a Transaction being incorrectly debited more than once;
- an Unauthorised Transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached; or
- it is clear that you have not contributed to the loss.

You are responsible and liable for the loss resulting from Unauthorised Transactions in the following circumstances:

#	Circumstances in which you are liable	Amount for which you are liable
1	Where we can prove on the balance of probability that you contributed to a loss through fraud, or breaching the security requirements set out under 'Keeping your payment devices secure' above.	You are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of pass code security is reported to us, but you are not liable for the portion of losses: · incurred on any one day that exceeds any applicable daily transaction limit, · incurred in any period that exceeds any applicable periodic transaction limit, · that exceeds the balance on the relevant Account, including any pre-arranged credit, or · incurred on any account or other facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the Transaction.
2	Where more than one passcode is required to perform a Transaction and we prove that you breached the security requirements set out under 'Keeping your payment devices secure' above for one or more of the required passcodes, but not all of the required pass codes.	You are liable as set out in Scenario 1 above but only if we also prove on the balance of probability that the breach of requirements set out under 'Keeping your payment devices secure' above was more than 50% responsible for the losses, when assessed together with all the

		contributing causes.
3	Where Unauthorised Transactions occur and you contributed to losses which occur by leaving a Debit Card in an ATM (where the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM).	You are liable for the actual losses that occur.
4	Where we can prove, on the balance of probability, that you contributed to losses resulting from an Unauthorised Transaction by unreasonably delaying reporting to us the misuse, loss or theft of a device, or that the security of all passcodes has been breached.	You are liable for the actual losses that occur between when you became aware of the security compromise or should reasonably have become aware in the case of a lost or stolen device, and when the security compromise was reported to us. However, you are not liable for any portion of the losses: · incurred on any one day that exceeds any applicable daily transaction limit, · incurred in any period that exceeds any applicable periodic transaction limit, · that exceeds the balance of the relevant Account, including any pre-arranged credit, or · incurred on any account or other facility that we and you had not agreed could be accessed using the device and/or passcode used to perform the Transaction.
5	For Business Accounts only (in addition to the scenarios above), where you contributed to losses resulting from an Unauthorised Transaction that did not require a PIN by: • letting someone else use your Debit Card; or • delaying reporting to us the misuse, loss or theft of a Debit Card.	You are liable in full for the actual losses that occur before the loss, theft or misuse of the Debit Card is reported to us.

Notwithstanding the above, where an Unauthorised Transaction relates to the use of a Debit Card, we will not hold you liable for an amount greater than the liability you would have had if we exercised any rights we had under the rules of the relevant Card Scheme at the time the Unauthorised Transaction was reported to us, against other parties to the scheme (for example, charge-back rights).

18.3 Losses caused by system or equipment malfunction

You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a Transaction accepted by the system or equipment in accordance with your instructions.

19. Our liability to you

To the maximum extent permitted by law, we will not be liable to you for any direct or indirect loss, damage, cost, or expense you suffer as a result of:

- you using a Payment Facility in breach of these Terms and Conditions;
- us performing a Transaction you have authorised in accordance with your instructions;
- you giving us inaccurate or incomplete instructions using a Payment Facility;
- us exercising any right we have in relation to the Payment Facility (including under these Terms and Conditions);
- a Payment Facility being unavailable or unable to be used due to an unexpected outage or system malfunction or any circumstances outside of our reasonable control;
- any failure of an Access ID, PIN, one-time PIN or Password to permit you to access Bendigo e-banking, the Bendigo Bank app, or Bendigo Phone Banking
- 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, electronic equipment, the telephone, internet-enabled device, software and telecommunications and internet services you use to access Bendigo e-banking (including the Bendigo Bank app) or Bendigo Phone Banking; or
- disclosure of your personal information or other information relating to your accounts through Bendigo e-banking, or Bendigo Phone Banking where the information has been obtained by or in conjunction with any person using your Access ID, PIN, or Password, or any unauthorised access to your information transmitted by us through Bendigo e-banking, or Bendigo Phone Banking in relation to your account.

The above exclusion of liability does not exclude our liability to you in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by you as a result of fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

The above exclusion of liability also does not exclude our liability to you in relation to damages resulting from a malfunction of a system or equipment provided by any party to a shared electronic network, however caused. However, where you should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- correcting any errors; and
- refunding any fees or charges imposed.

20. Suspending, blocking and cancelling your Payment Facility

20.1 When Transactions may be blocked

We may hold, block or decline any Transaction where we reasonably believe:

- the Transaction is in breach of these Terms and Conditions or the law; or
- doing so is necessary to ensure we comply with our legal obligations; or

- doing so is necessary to prevent us or you suffering loss (for example, where we suspect the Transaction may be an Unauthorised Transaction or fraudulent).

20.2 Our right to suspend or cancel your Payment Facility

We may decide to suspend or cancel any Payment Facility at any time.

We will give you 30 days' prior notice of our decision to suspend or cancel your Payment Facility before we action our decision. However, we may give you less notice or no advance notice of our decision to suspend or cancel a Payment Facility if it is reasonable for us to do so, including if:

- you have, in our opinion, materially breached these Terms and Conditions;
- you have not provided us with information that we have asked you to provide;
- you lose a physical device related to a Payment Facility or it is stolen or misused (or we reasonably believe this to be the case);
- the Payment Facility is being used without your authority or fraudulent activity has occurred (or we reasonably believe this to be the case);
- you abuse a member of our staff;
- we reasonably suspect that you, or someone acting on your behalf, is being fraudulent;
- you are using the Payment Facility in a manner that will or is likely to affect our ability to continue providing the Payment Facility to you or other Payment Facilities to other customers;
- we have received notice of your mental incapacity, bankruptcy, or death;
- we become aware of a dispute which in our opinion has a bearing on the Payment Facility;
- we reasonably believe doing so is necessary to prevent us or you suffering loss;
- we close or suspend access to your Account;
- we consider it necessary to ensure the security, integrity, quality or reliability of our systems or payment platforms; or
- we are required to do so by law or a court order.

If we do not give you notice before we suspend or cancel your Payment Facility will tell you as soon as reasonably possible after we do so.

If we decide to reinstate your access, we may impose reasonable conditions on your use of the relevant Payment Facility to:

- prevent us or you suffering loss; or
- protect the security or quality of our payment platforms.

If we have suspended your access to Bendigo e-banking as a result of misuse or fraudulent activity (or where we reasonably believe this to be occurring), we may require you to use firewall software, anti-virus software, and update your operating system on any device used by you to access Bendigo e-banking. We may also require proof that an independent third party IT professional has analysed your

electronic equipment and has appropriately remediated any security issues before your access to Bendigo e-banking will be re-instated.

20.3 Your right to suspend or cancel a Payment Facility

You can ask us to suspend or cancel a Payment Facility at any time by contacting us. We may require a reasonable period to process your request to suspend or cancel a Payment Facility.

20.4 Consequences of suspending a Payment Facility

If your Payment Facility is suspended you will not be able to make any Transactions using the Payment Facility until it is re-activated.

20.5 Consequences of cancelling your Payment Facility

If your Payment Facility is cancelled:

- you will remain liable for all Transactions and everything that has occurred in relation to your Payment Facility up to the time we process the cancellation;
- we may dishonour or refuse any Transaction performed using the Payment Facility after it has been cancelled; and
- if the Payment Facility is a Debit Card, you must immediately return the Debit Card to us or destroy it if we request that you do so.

21. How we will communicate with you

You agree that we may give you notices and other documents and notifications relating to your Payment Facility (all, 'communications'):

- by sending the communication to you by email to the email address you last told us is your email address;
- by making the communication available for you to view in Bendigo e-banking (including in the Bendigo Bank app);
- by sending the communication to you by SMS message to the mobile number you last told us is your mobile telephone number;
- by sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address;
- by including the communication in or with another communication we give you (such as a Statement of Account); or
- where the communication does not include your personal information:
  - by publishing it in a nationally published newspaper; or
  - by publishing it on our publicly available website and notifying you that it has been published by one of the other methods described in this clause.

You must:

- ensure the email address, residential telephone number, mobile telephone number, residential address and postal address we have recorded for you in our system are all current at all times and immediately advise us of any changes to these contact details; and
- regularly check your email and SMS inboxes and Bendigo e-banking to view the communications we give you.

If you do not ensure the contact details we have for you are current, you may not receive communications that we send to you. We are not required to contact you or send a communication to you in a different way if your contact details are no longer current.

22. How you can communicate with us

You can contact us by speaking to an employee at any of our branches, using the contact details at the end of this document, or by any other means permitted by law.

23. Changes to Payment Facilities

23.1 Changes we may make without your consent

Acting reasonably, and to the extent permitted by law and applicable codes of practice, we may change these Terms and Conditions from time to time without your consent or further agreement.

We can only make changes to the extent reasonably necessary to protect our legitimate interests, or to benefit you, including:

- changes because of changes to our cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- changes because of requirements of laws or industry codes of practice, prudential standards, court decisions, decisions of our dispute resolution scheme, guidance or directions from regulators, and similar reasons;
- changes due to changes in the way we operate our business or our systems;
- changes we think are necessary to fix errors or to make things clearer;
- changes for information security or similar purposes;
- changes to reflect market practice or standards or to keep our products competitive and meeting customer expectations and needs; or
- changes made for other good reasons.

If you are unhappy with changes we make, please contact us to discuss them. You also have the right to cancel a Payment Facility at any time (see 'Your right to suspend or cancel a Payment Facility' below).

23.2 Notice of changes

We will tell you about changes as soon as reasonably possible.

If the following table requires we give you advance notice of a change, we will give you advance notice of a change. However, we may give you a shorter notice period or no notice of a change if:

- it is reasonable for us to manage a material and immediate risk; or

- it is a change to or introduction of a government charge that you pay directly, or indirectly, in relation to your Account. In that case, we will tell you about the change or introduction reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicises the introduction or change).

Type of Change		Advance notice required?
a)	Any change that is an increase in fees or charges	Yes, 30 days
b)	Any change that increases your liability for losses relating to transactions	Yes, 30 days
c)	Changes to Payment Facility functionality or eligibility	Yes, 30 days
d)	Changes to a limit on Transactions, a Payment Facility, or electronic equipment used to make a transaction	Yes, 30 days
e)	Any other change to these Terms and Conditions that we believe is unfavourable to you (apart from a change in Government charges payable directly or indirectly by you)	Yes, 30 days if it is unfavourable to you
f)	Any other change	No.

24. Resolving Complaints

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.

You can raise a complaint with us by:

- speaking to a member of staff directly
- telephoning 1300 236 344
- website www.bendigobank.com.au/public/contact-us
- secure email – by logging into e-banking
- contacting us through a Bendigo Bank social media channel
- contacting the Customer Feedback Team at:
  Reply Paid PO Box 480
  Bendigo VIC 3552
  8.30am – 5.00pm (AEST/ADST) 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.

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
- Email: info@afca.org.au
- Web: www.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.

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 2001
- Telephone: 1300 363 992
- Email: enquiries@oaic.gov.au
- Web: www.oaic.gov.au

25. Privacy

We are committed to ensuring your privacy is protected.

Our Privacy Policy contains important information about how we manage your personal information including information about:

- the type of personal information we collect and hold;
- the purposes for which we collect, hold, use and disclose personal information;
- disclosure overseas;
- how to make a complaint;
- our privacy contact details; and
- how to access and correct personal information.

We update our Privacy Policy from time to time. Our current Privacy Policy is published on our website at www.bendigobank.com.au/privacy-policy and is available upon request in any of our branches.

26. General

26.1 Joint and several liability

If there is more than one you, each of you is liable to us jointly and severally for all amounts owed under and in respect of these Terms and Conditions.

26.2 Limitation on indemnities and exclusions of liability

You are not liable to us under any indemnity contained in these Terms and Conditions in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by us as a result of fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

Any term in these Terms and Conditions which excludes our liability to you does not exclude any liability we may have to you directly as a result of fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

Any indemnity or exclusion of liability only applies to the extent that it is lawful and consistent with the Banking Code of Practice and the ePayments Code (where it applies).

26.3 Interpretation and severability

These Terms and Conditions must be interpreted as necessary to be valid, enforceable and in compliance with applicable laws. If that is not possible, any part of these Terms and Conditions that is void, unenforceable or in breach of applicable law is excluded from these Terms and Conditions and the remainder of these Terms and Conditions continues in full force and effect.

26.4 How we exercise our rights

We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate including by imposing reasonable conditions.

If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

We may only exercise our rights under a term in these Terms and Conditions to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term in these Terms and Conditions, despite any other term, if it:

- is subject to unfair contract terms legislation; and
- is to our advantage; and
- causes a significant imbalance in the rights and obligations of you and us under these Terms and Conditions; and
- would cause detriment to you if we applied the term or relied on the term.

Words used in this clause have the meanings given to them in the unfair contract terms legislation.

Our rights and remedies under these Terms and Conditions are in addition to other rights and remedies provided by law.

We are not liable for any loss caused by us exercising, attempting to exercise, failing to exercise or delaying the exercise of any right or remedy we have in connection with a Payment Facility. However, this will not reduce our liability in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors and agents or any receiver appointed by us.

26.5 Assigning rights

We may assign our rights, powers and discretions and remedies relating to your Payment Facility without your consent and without notice to you.

We may disclose any information and documents about you and your Payment Facility to any assignee of our rights under these Terms and Conditions or any person considering becoming an assignee.

Your rights and obligations relating to your Payment Facility are personal to you and cannot be assigned without our written consent.

26.6 Waivers must be in writing

A waiver of any of our rights under these Terms and Conditions does not occur unless we give it to you in writing.

26.7 Applicable law

If you reside in Australia, these Terms and Conditions are subject to the laws of the State or Territory of Australia in which you reside at the time you accept these Terms and Conditions.

Otherwise, these Terms and Conditions are subject to the laws of the Australian State or Territory in which our registered office is located at the time you accept these Terms and Conditions.

26.8 Compliance with Anti-money laundering and counter-terrorism financing and other laws

If we believe doing so is necessary in order to comply with our legal obligations, we may:

- require you to provide us or otherwise obtain any additional documents or information relating to a Transaction;
- Suspend, block or delay Transactions, or refuse to provide services to you; and
- Report any, or any proposed, Transaction or activity to anybody we are legally required to report Transactions to.

You must comply with reasonable directions we give you which are necessary for us to comply with our legal obligations in relation to a Payment Facility.

27. Understanding these Terms and Conditions

27.1 Definitions

In these Terms and Conditions, the following definitions apply, unless the context requires otherwise:

Term	Meaning
Access ID	The Access ID we provide to you to use to access Bendigo Phone Banking (together with a PIN) and/or Bendigo e-banking (together with a Password).
Account	The account a Payment Facility is provided in relation to being a type of Account referred to in the 'These Terms and Conditions' clause of these Terms and Conditions. Account types that include 'Bendigo' are issued by Bendigo Bank whereas Account types that include 'Sandhurst' are interests or investment in a managed fund issued by Sandhurst Trustees Limited ABN 16 004 030 737 AFSL 237906.
Additional Cardholder	A person who has been authorised as an Additional Cardholder under the terms and conditions that apply to an Account.
ATM	An Automatic Teller Machine.
Authorised Signatory	A person who has been authorised as an Authorised Signatory under the terms and conditions that apply to an Account.

Authorised User	A person who has been authorised as an Authorised User under the terms and conditions that apply to an Account.
Automatic Payment	Direct debits, periodical payments and sweep facilities.
Bendigo Bank app	The Bendigo Bank apps we publish and make available for download through the Apple App store or Google Play or any similar application store to access Bendigo e-banking.
Bendigo Bank ATM	A Bendigo Bank-branded ATM provided by us.
Bendigo Bank, we, us, and our	Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879 of The Bendigo Centre, Bendigo VIC 3550, the issuer of the Payment Facilities.
Bendigo e-banking	Our internet banking service we make accessible through a web browser at www.bendigobank.com.au or by using a Bendigo Bank app.
Bendigo Phone Banking	Our Bendigo Phone Banking service we make available to you by calling 1300 236 344.
BPAY	BPAY Pty Ltd ABN 69 079 137 518.
BPAY Group Limited	BPAY Group Pty Ltd ABN 60 003 311 644.
BPAY Payment	A payment which you have instructed us to make through BPAY Payments to billers who can accept payments made to them through that scheme.
BPAY Scheme	The Scheme operated by BPAY which governs BPAY Payments and Osko.
BSB	The Bank/State/Branch number associated with your Account.
Business Account	An Account that is: • in the name of a company or other entity that is not an individual; or • in the name of an individual but is of a type that we promote as being designed primarily for use by a business and is established primarily for business purposes.
Card	A debit card or credit card we have issued.
Card Scheme	The payment network relevant to a Card.
Confirmation of Payee service	The banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.
Debit Card	A Debit Mastercard, Youth Debit Mastercard, or an Easy Money card. In these Terms and Conditions, 'Debit Card' also includes a credit card that we issue where we have setup the card to allow you to use it to access an Account (for example, if we link an Account to a credit card as the savings account or cheque account). These Terms and

	Conditions do not apply to such a credit card when it is being used to access credit (see your credit card terms and conditions).
Digital Wallet	Digital wallet apps (software) that we support from time to time (see our website for the full list).
Direct Entry Payment	An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.
Fast Payment	A transfer of funds processed through the NPP which does not use Osko.
Fees and Charges Documents	Our following fees and charges documents: • Our Schedule of Fees, Charges and Transaction Account Rebates, which sets out the fees and charges that apply when you use a Payment Facility in relation to a Personal Account; and • Our Business Fees and Charges document, which sets out the fees and charges that apply when you use a Payment Facility in relation to a Business Account. Both Fees and Charges Documents are available on our website.
Foreign currency Transaction	A Transaction which is conducted: · in a currency other than Australian dollars (AUD); or · in Australian dollars (AUD) with a merchant (including an online merchant) who is outside of Australia.
MFA	The multi-factor authentication options we make available for you to use from time to time as described in the "Multi-factor authentication" clause in these Terms and Conditions.
Osko	The Osko payment service provided by BPAY.
Osko Payment	An electronic transfer of funds processed through the New Payments Platform using Osko.
Password	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 Bendigo e-banking.
Pay Anyone	The Pay Anyone service provided in Bendigo e-banking.
Payment Facility	Each of the payment facilities referred to in the 'These Terms and Conditions' clause of these Terms and Conditions.
Personal Account	An Account that is in the name of an individual and is not a Business Account.

PIN	Your Personal Identification Number for use with a Payment Facility including a PIN for use with a Debit Card or Bendigo Phone Banking, any one-time passcode we send you in connection with MFA and any four-digit PIN you set in the Bendigo Bank app.
Telegraphic Transfer	An electronic transfer of funds in Australian dollars (AUD) or a foreign currency processed using the SWIFT payment network.
Terms and Conditions	The terms and conditions set out in this document.
Transaction	A transaction performed or attempted to be performed using a Payment Facility.
Unauthorised Transaction	A Transaction which is performed using a Payment Facility without your knowledge and consent.
you and your	Each account holder for each Account that may be accessed by a Payment Facility and each person to whom we issue a Payment Facility including any Authorised Signatories, Authorised Users and Additional Cardholders to whom a Payment Facility is issued.

27.2 Rules for interpreting these Terms and Conditions

In addition to the definitions above, the following rules apply to interpreting these Terms and Conditions, unless the context requires otherwise:

- headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
- words importing the singular include the plural and vice versa;
- words of one gender include any gender;
- reference to the terms and conditions for your Account includes the Product Disclosure Statement for your Account if there is one;
- reference to legislation or codes includes any amendment to it, any legislation or code substituted for it, and any subordinate legislation made under it;
- reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- reference to a party includes that party's personal representatives, successors and permitted assignees;
- reference to a thing (including a right) includes a part of that thing;
- reference to two or more persons means each of them individually and any two or more of them jointly;
- the terms 'includes', 'including', 'e.g.' and 'such as' or any similar expression are not used as, or intended to be interpreted as, terms of limitation;
- if a party comprises two or more persons:

- reference to a party means each of the persons individually and any two or more of them jointly;
- promise by that party binds each of them individually and all of them jointly;
- a right given to that party is given to each of them individually; and
- a representation, warranty or undertaking by that party is made by each of them individually;

- a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed from these Terms and Conditions and the remainder of these Terms and Conditions continue with full force and effect;
- reference to a business day is a reference to a day that is not a Saturday, a Sunday or a national public holiday in Australia;
- if a something is to be done on a day which is not a business day, it must be done on the Business Day before that day; and
- another grammatical form of a defined expression has a corresponding meaning.

Contact us

Visit us in person at your nearest Bendigo Bank branch

Call **1300 236 344**

bendigobank.com.au

The Bendigo Centre
PO Box 480, Bendigo VIC 3552

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