

# Payment Facilities

Terms and Conditions

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# Contents

| <b>Payment Facilities Terms and Conditions</b>                | <b>3</b> |
|---------------------------------------------------------------|----------|
| 1. These Terms and Conditions                                 | 3        |
| 2. Codes of Practice                                          | 4        |
| 3. Debit Cards                                                | 4        |
| 4. e-banking                                                  | 7        |
| 5. Internal Transfers                                         | 9        |
| 6. Pay Anyone (including Osko and Fast Payments)              | 10       |
| 7. PayIDs                                                     | 15       |
| 8. BPAY                                                       | 18       |
| 9. Automatic Payments                                         | 22       |
| 10. Telegraphic Transfers                                     | 24       |
| 11. Transaction limits and processing                         | 26       |
| 12. Records of transactions                                   | 27       |
| 13. Disputing transactions and refunds and chargebacks        | 27       |
| 14. Keeping your payment devices secure                       | 28       |
| 15. Liability for Transactions                                | 29       |
| 16. Our liability to you                                      | 31       |
| 17. Suspending, blocking and cancelling your Payment Facility | 32       |
| 18. How we will communicate with you                          | 33       |
| 19. How you can contact us                                    | 34       |
| 20. Changes to Payment Facilities                             | 34       |
| 21. Resolving Complaints                                      | 35       |
| 22. Privacy                                                   | 36       |
| 23. General                                                   | 36       |
| 24. Understanding these Terms and Conditions                  | 38       |

# 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)
- e-banking
- Internal Transfers
- Pay Anyone (including Osko and Fast Payments)
- PayID
- BPAY<sup>®1</sup>
- Automatic Payments (including periodical payments, sweep facilities and direct debits)

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<sup>1</sup> ® Registered to BPAY Pty Ltd ABN 69 079 137 518

- Telegraphic Transfers

**Accounts:**

- Basic Home Loan
- Offset Home Loan
- Offset Account

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.

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 Debit Card to a Digital Wallet, our Digital Wallet Terms of Use.

Fees and charges that apply to your Payment Facilities are set out in the terms and conditions that apply to the Account(s) your Payment Facility relates to. 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 by contacting us or in the Support Centre.

**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.

If you need to contact us, please see the 'How you can contact us' section in these Terms and Conditions.

**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 by contacting us, through the Support Centre or can be accessed on the Bendigo and Adelaide Bank website at [www.bendigoadelaide.com.au](http://www.bendigoadelaide.com.au).

**2.2 ePayments Code**

We will comply with the terms of the ePayments Code. 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        | Standard Debit Mastercard                                                                   |
|------------------------|---------------------------------------------------------------------------------------------|
| <b>Eligibility</b>     | 16 years of age or older                                                                    |
| <b>Access</b>          | Anywhere Mastercard is accepted, including ATM withdrawals.                                 |
| <b>Overseas access</b> | Overseas ATM access available at any ATM bearing the Mastercard, CIRBUS, or MAESTRO symbol. |

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 e-banking.

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; and
- 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.

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 or withdraw cash;
- **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

See the 'Transaction limits and processing' section of these Terms and Conditions for details of the Cash out limit that applies.

### 3.4 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 in the Support Centre. 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, 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 the Support Centre for current details.

### **3.5 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 the terms and conditions that apply to the Account(s) your Payment Facility relates to, an International Transaction Fee is payable in respect of all transactions which are conducted in a currency other than Australian dollars (AUD).

## **4. e-banking**

This 'e-banking' section applies in relation to your use of e-banking in relation to your Account.

### **4.1 Obtaining e-banking access**

We will issue you with e-banking access for your Account when we open your Account.

You can access e-banking using the e-banking app (see 'e-banking app' below).

### **4.2 e-banking app**

To access e-banking you must install the e-banking app on a compatible device and use it to register the device and set a six-digit device App Passcode.

After you have registered your device, we may also give you the ability to use your device's biometric authentication features (if available) to log in or authenticate yourself in the e-banking app in the future. You must only enable use of a biometric authentication feature on your device in the e-banking 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 e-banking app and you will be liable and responsible for their actions.

You must ensure you keep any details required to access e-banking through the e-banking app (including the six-digit App Passcode you set within the e-banking app) and any registered device on which you have installed the e-banking app 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 e-banking. Anyone who has your registered device and six-digit App Passcode may be able to access 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 through e-banking and accept that, subject to these Terms and Conditions and the ePayments Code, you will be liable for all Transactions relating to such instructions.

We may de-register a device or require that you re-register the device through the e-banking app at any time in our discretion.

### **4.3 Using e-banking**

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 and your authority to transact on the Account this may include the following:

- reviewing or obtaining information about the Account balance and Transactions;
- Internal Transfers between the Account and other accounts you have e-banking access to;
- making Pay Anyone payments from the Account;
- making BPAY Payments from the Account;
- setting up a PayID for the Account (where available);
- setting up or amending recurring payments 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; and
- setting up or customising certain Account features or Transaction restrictions.

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

- add your Debit Card to a Digital Wallet on a compatible device (see 'Digital Wallets' above for more information about using Digital Wallets);
- activate your Debit Card;
- set or change your Debit Card PIN;
- temporarily block or unblock your Debit Card;
- report your Debit Card as lost or stolen and request a replacement Debit Card; or
- customise certain spending controls and restrictions such as preventing domestic or overseas online 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 Debit 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.

We may change the information that is available to you in e-banking and the types of instructions you may give to us through 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 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 e-banking.

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

#### **4.4 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, 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 e-banking, to access or use certain parts of e-banking, to request or authorise certain transactions or changes in e-banking or to register a device on which you have installed the e-banking 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 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.

#### **4.5 Availability and reliability of e-banking**

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

However, we do not guarantee that e-banking will always be available and may not provide you with access to 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 where reasonably practicable.

### **5. Internal Transfers**

This ‘Internal Transfers’ section applies if you have access to e-banking in relation to an Account you are able to make Internal Transfers from.

Our Internal Transfer service can be used to:

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

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 Account that you want the funds transferred to;
- the amount you want transferred;
- 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.

## **6. 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 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 e-banking to access and use Pay Anyone.

### **6.1 Pay Anyone daily limit**

See the 'Transaction limits and processing' section of these Terms and Conditions for details of the Pay Anyone daily limit and separate Osko and Fast Payments limits that apply.

### **6.2 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.

### **6.3 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.

### **6.4 Confirmation of Payee service**

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.

### **6.5 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 MFA, 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.

## **6.6 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 account holder 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 activity, for compliance with any applicable sanctions, or to confirm that it has been properly authorised by you.

We may delay processing for up to 24 hours when you are transferring to a payee account you have not made a Pay Anyone payment to previously or where the amount of the Pay Anyone payment is greater than the amount of Pay Anyone payments you have made to the account previously.

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.

## **6.7 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.

## **6.8 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 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 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.

## **6.9 Mistaken Internet Payments**

In this clause, a Mistaken Internet Payment means a Pay Anyone payment that you send 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.

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).

## 7. 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.

In our discretion, we may allow you to create a PayID for your Account.

### 7.1 PayID definitions

In this 'PayID' section, the following definitions apply:

| Defined term               | Meaning                                                                                                                                                                                                  |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Closed</b>              | 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.                                                                      |
| <b>Locked</b>              | 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.                                                             |
| <b>Misdirected Payment</b> | 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. |
| <b>NPP</b>                 | NPP means the New Payments Platform operated by or on behalf of NPP Australia Limited.                                                                                                                   |
| <b>NPP Payment</b>         | NPP Payment means a payment cleared and settled via the NPP.                                                                                                                                             |

|                      |                                                                                                                                                                |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PayID</b>         | PayID means an identifier created for a financial institution account for addressing NPP Payments.                                                             |
| <b>PayID Name</b>    | PayID Name means the name which is associated with a PayID in the PayID Service to identify the account holder of the relevant account when the PayID is used. |
| <b>PayID Service</b> | PayID Service means the central payment addressing service of the NPP in which PayIDs are created for addressing NPP Payments.                                 |
| <b>PayID Type</b>    | 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. |

## 7.2 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 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 account holder 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; and
  - 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.

The PayID Name associated with a PayID in the PayID Service must reasonably and accurately represent the name of the account holder. 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 account holder or, for joint Accounts, one of the account holders.

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.

### **7.3 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.

### **7.4 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.

## **7.5 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.

## **7.6 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.

## **8. BPAY**

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

## 8.1 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 e-banking.

You can ask us to make payments on your behalf to organisations who are set up to receive BPAY Payments (“**Billers**”).

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.

## 8.2 Making a BPAY Payment

BPAY Payments can be made by you using e-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.

### **8.3 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.

### **8.4 BPAY Cut-Off Times**

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

### **8.5 Suspension of BPAY**

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

### **8.6 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.

### **8.7 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. 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; 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](mailto: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 on their website at [www.bpay.com.au](http://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.

## **8.8 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.

## **9. 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.

### **9.1 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 contacting us.

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.

## **9.2 Sweep facility**

A sweep facility allows us to make a payment from an Account you hold with us to a credit card you hold with us. You can request that we set up this facility by contacting us.

To set up a sweep facility you must tell us:

- the Account to which you want to debit funds from;
- account information of the credit card which you wish to transfer funds to; and
- the amount of the sweep.

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.

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.

## **9.3 Direct debits**

A direct debit facility allows us to make a payment from an Account you hold with us 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 contacting us. 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.

## **9.4 Auto repayments**

An auto repayment facility allows us to make a payment from your Account to an eligible loan account with us, where the amount is based on your required loan repayment amount. You can set up this facility in e-banking.

To set up an auto repayment for a loan you must tell us the Account you want to debit.

The amount of each auto repayment will be your required monthly loan repayment.

We will attempt to make the auto repayment from your nominated account at 9.00am AEST/AEDT on the day prior to the required monthly loan repayment due date. If this is unsuccessful we will tell you and you will need to arrange payment in another way. We will not make any re-attempts for an unsuccessful auto repayment.

It is your responsibility to ensure that required monthly loan repayments are paid in full on time.

## **9.5 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 with us 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.

## **10. 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.

### **10.1 Making a Telegraphic Transfer**

You can request that we make a Telegraphic Transfer from your Account by contacting us.

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.

## **10.2 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 account number;
- BSB - 633000; and
- Swift Code - BENDAU3B.

## **10.3 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.

## **10.4 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.

## **10.5 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.

#### 10.6 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.

#### 10.7 Telegraphic Transfer 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.

### 11. 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 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                                                                                                                                                                                            |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Cash out limit</b>              | 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.                                                                                                       |
| <b>Pay Anyone limit</b>            | Payments you may make using Pay Anyone have a set daily limit of \$1,000,000. Osko Payments, Fast Payments and Direct Entry Payments are included in this limit.                                                            |
| <b>Osko and Fast Payment limit</b> | Payments you may make by Osko and Fast Payments have a set daily limit of \$30,000 despite any higher Pay Anyone limit you might have.<br>Pay Anyone payments that exceed this limit will be sent as Direct Entry Payments. |

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

## **12. Records of transactions**

When you use our equipment (including e-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 by taking a “screen-shot”) 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 e-banking. You may also request confirmation of a transaction by contacting us.

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 the terms and conditions that apply to your Account.

We cannot provide you with copies of merchant transaction vouchers.

## **13. Disputing transactions and refunds and chargebacks**

### **13.1 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 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).

### **13.2 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 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.

## **14. Keeping your payment devices secure**

The security of your Payment Facilities and all Debit Cards (including Debit Card details), PINs and App Passcode is very important.

This clause sets out important safeguards you must follow in relation to your Debit Cards, Debit Card details, App Passcode, PINs, and 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, App Passcode, and PIN secure and protected;
- do not disclose your PIN or App Passcode 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 are performing a Transaction with;
- do not allow any person to observe or hear your PIN or App Passcode;
- do not record your PIN or App Passcode 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 or App Passcode that is easily identified with you such as your date of birth, your name or part of it or your phone number; and

- do not select a PIN or App Passcode 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 App Passcode you must make a reasonable attempt to protect the security of that record by disguising or preventing unauthorised access to the PIN or App Passcode. A reasonable attempt might include, but is not limited to:

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

We will never ask for your PIN or App Passcode, 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 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 e-banking only using the e-banking app.

You must immediately tell us if you know or suspect:

- a Debit Card is lost or stolen;
- a device on which you have installed the e-banking app has been lost or stolen;
- a PIN or App Passcode 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 promptly notified us.

## **15. Liability for Transactions**

### **15.1 Authorised Transactions**

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

### **15.2 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) or security information (including a PIN or App Passcode) which is forged, faulty, expired or cancelled;
- a Transaction requiring the use of a device and/or PIN that occurred before you received the device and/or PIN (including a reissued device and/or PIN);
- 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 PIN/App 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.                                                                               | <p>You are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of PIN/App Passcode security is reported to us, but you are not liable for the portion of losses:</p> <ul style="list-style-type: none"> <li>- incurred on any one day that exceeds any applicable daily transaction limit,</li> <li>- incurred in any period that exceeds any applicable periodic transaction limit,</li> <li>- that exceeds the balance on the relevant Account, including any pre-arranged credit, or</li> <li>- incurred on any Account or other facility that we and you had not agreed could be accessed using the device or identifier and/or PIN/App Passcode used to perform the Transaction.</li> </ul> |
| 2 | Where more than one PIN/App 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 passcodes. | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>4</b> 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 PIN/App Passcodes has been breached.</p> | <p>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:</p> <ul style="list-style-type: none"> <li>- incurred on any one day that exceeds any applicable daily transaction limit,</li> <li>- incurred in any period that exceeds any applicable periodic transaction limit,</li> <li>- that exceeds the balance of the relevant Account, including any pre-arranged credit, or</li> <li>- incurred on any account or other facility that we and you had not agreed could be accessed using the device and/or PIN/App Passcode used to perform the Transaction.</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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).

### **15.3 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.

## **16. 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 a PIN or an App Passcode to permit you to access e-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 e-banking; or

- disclosure of your personal information or other information relating to your Accounts through e-banking where the information has been obtained by or in conjunction with any person using your device, PIN, App Passcode or any unauthorised access to your information transmitted by us through e-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.

## **17. Suspending, blocking and cancelling your Payment Facility**

### **17.1 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;
- 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).

### **17.2 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 we 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 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 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 e-banking will be re-instated.

### **17.3 Your right to suspend or cancel a Payment Facility**

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

### **17.4 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.

### **17.5 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 destroy it.

## **18. 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 e-banking;
- 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 a website and notifying you that it has been published and where it has been published by one of the other methods described in this clause.

You must:

- ensure the email address, 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 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.

## **19. How you can contact us**

You can contact us by using our contact details as stated in:

- correspondence we have sent to you; or
- the Support Centre.

You can also contact us directly through e-banking.

## **20. Changes to Payment Facilities**

### **20.1 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' above).

## 20.2 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?                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>a)</b> Any change that is an increase in fees or charges                                                                                                                       | Yes, 30 days                              |
| <b>b)</b> Any change that increases your liability for losses relating to transactions                                                                                            | Yes, 30 days                              |
| <b>c)</b> Changes to Payment Facility functionality or eligibility                                                                                                                | Yes, 30 days                              |
| <b>d)</b> Changes to a limit on Transactions, a Payment Facility, or electronic equipment used to make a transaction                                                              | Yes, 30 days                              |
| <b>e)</b> 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 |
| <b>f)</b> Any other change                                                                                                                                                        | No.                                       |

## 21. 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 contacting us.

Alternatively, you may refer your complaint directly to 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](mailto:info@afca.org.au)
- Web: [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to refer a complaint to AFCA 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](mailto:enquiries@oaic.gov.au)
- Web: [www.oaic.gov.au](http://www.oaic.gov.au)

## **22. 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 the Bendigo and Adelaide Bank Website at [www.bendigoadelaide.com.au](http://www.bendigoadelaide.com.au) and is available upon request.

## **23. General**

### **23.1 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.

### **23.2 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.

### **23.3 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.

### **23.4 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.

### **23.5 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.

### **23.6 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.

### **23.7 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.

### **23.8 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.

## 24. Understanding these Terms and Conditions

### 24.1 Definitions

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

| Defined term                         | Meaning                                                                                                                                                                                                               |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Account</b>                       | The account a Payment Facility is provided in relation to being a type of Account referred to in the 'These Terms and Conditions' section of these Terms and Conditions.                                              |
| <b>Additional Cardholder</b>         | A person who has been authorised as an Additional Cardholder under the terms and conditions that apply to an Account.                                                                                                 |
| <b>App Passcode</b>                  | The six-digit number nominated by you that may be required for identification purposes in order to access the e-banking app.                                                                                          |
| <b>ATM</b>                           | An Automatic Teller Machine.                                                                                                                                                                                          |
| <b>Authorised Signatory</b>          | A person who has been authorised as an Authorised Signatory under the terms and conditions that apply to an Account.                                                                                                  |
| <b>Authorised User</b>               | A person who has been authorised as an Authorised User under the terms and conditions that apply to an Account.                                                                                                       |
| <b>Automatic Payment</b>             | Direct debits, sweep facilities and periodical payments.                                                                                                                                                              |
| <b>Bendigo Bank ATM</b>              | A Bendigo Bank-branded ATM provided by us.                                                                                                                                                                            |
| <b>BPAY</b>                          | BPAY Pty Ltd ABN 69 079 137 518.                                                                                                                                                                                      |
| <b>BPAY Group Limited</b>            | BPAY Group Pty Ltd ABN 60 003 311 644.                                                                                                                                                                                |
| <b>BPAY Payment</b>                  | A payment which you have instructed us to make through BPAY Payments to billers who can accept payments made to them through that scheme.                                                                             |
| <b>BPAY Scheme</b>                   | The Scheme operated by BPAY which governs BPAY Payments and Osko.                                                                                                                                                     |
| <b>BSB</b>                           | The Bank/State/Branch number associated with your Account.                                                                                                                                                            |
| <b>Card Scheme</b>                   | The payment network relevant to a Debit Card.                                                                                                                                                                         |
| <b>Confirmation of Payee service</b> | The banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.                                                           |
| <b>Debit Card</b>                    | A Debit Mastercard we issue to you.                                                                                                                                                                                   |
| <b>Digital Wallet</b>                | Digital wallet apps (software) that we support from time to time.                                                                                                                                                     |
| <b>Direct Entry Payment</b>          | An electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) operated by Australian Payments Network Limited.                                                                         |
| <b>e-banking</b>                     | Our internet banking service we make available through the e-banking app.                                                                                                                                             |
| <b>e-banking app</b>                 | The e-banking application we advise you from time to time that you can use with your Account and publish and make available for download through the Apple App store or Google Play or any similar application store. |

|                                     |                                                                                                                                                                                                                                                                |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Foreign currency Transaction</b> | A Transaction which is conducted: <ul style="list-style-type: none"> <li>· in a currency other than Australian dollars (AUD); or</li> <li>· in Australian dollars (AUD) with a merchant (including an online merchant) who is outside of Australia.</li> </ul> |
| <b>Internal Transfer</b>            | An electronic transfer of funds between accounts you can access in e-banking.                                                                                                                                                                                  |
| <b>MFA</b>                          | 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.                                                                             |
| <b>Osko</b>                         | The Osko payment service provided by BPAY.                                                                                                                                                                                                                     |
| <b>Osko Payment</b>                 | An electronic transfer of funds processed through the New Payments Platform using Osko.                                                                                                                                                                        |
| <b>Pay Anyone</b>                   | The Pay Anyone service provided in e-banking.                                                                                                                                                                                                                  |
| <b>Payment Facility</b>             | Each of the payment facilities referred to in the ‘These Terms and Conditions’ section of these Terms and Conditions.                                                                                                                                          |
| <b>PIN</b>                          | Your Personal Identification Number for use with a Payment Facility including a PIN for use with a Debit Card and any one-time passcode we send you in connection with a Payment Facility or e-banking.                                                        |
| <b>Support Centre</b>               | The ‘Support Centre’ which is accessible through e-banking.                                                                                                                                                                                                    |
| <b>Terms and Conditions</b>         | The terms and conditions set out in this document.                                                                                                                                                                                                             |
| <b>Transaction</b>                  | A transaction performed or attempted to be performed using a Payment Facility.                                                                                                                                                                                 |
| <b>Unauthorised Transaction</b>     | A Transaction which is performed using a Payment Facility without your knowledge and consent.                                                                                                                                                                  |
| <b>We, us, and our</b>              | Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879 of The Bendigo Centre, Bendigo VIC 3550.                                                                                                                                                      |
| <b>you and your</b>                 | 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.    |

## 24.2 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 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.

