# Conditions of Use

## Accounts and Access



Effective 10 December 2026

# Important information

## Who we are

Teachers Mutual Bank Limited ABN 30 087 650 459 AFSL/Australian Credit Licence 238981.

This Conditions of Use is for products branded for the following divisions of Teachers Mutual Bank Limited:

- Australian Mutual Bank
- Firefighters Mutual Bank
- Health Professionals Bank
- Teachers Mutual Bank
- UniBank

In this document, "the Bank", "we", "us" and "our" means Teachers Mutual Bank Limited; and "you" means a person with one or more of our products or services.

**Please note:** You may not be eligible for all products and services.

## Customer Owned Banking Code of Practice

We warrant that we will comply with the Customer Owned Banking Code of Practice. Please see the section About the Customer Owned Banking Code of Practice at the end of these Conditions of Use for more details.

## ePayments Code

We warrant that we will comply with the ePayments Code.

## Privacy

We have a Privacy and Credit Reporting Policy that sets out:

- our obligations regarding the confidentiality of your personal information and
- how we collect, hold, use and disclose your personal information.

You can access our Privacy & Credit Reporting Policy on our website.

## How our Conditions of Use become binding on you

By opening an account or using an access facility you become bound by these Conditions of Use.

## Accessing copies of this document

Please keep this document in a safe place so you can refer to it when needed. Alternatively, you can view and download it from our website.

## About these Conditions of Use

This introduction to these Conditions of Use applies to both our deposit and credit products.

PART A - Opening and operating your deposit accounts, governs the use of our deposit accounts including transaction accounts, savings accounts and term deposits associated with these accounts.

PART B - Electronic Access Facilities and ePayments Conditions of Use, governs the use of our electronic access facilities for all Teachers Mutual Bank accounts (including both deposit and credit accounts), by:

- Visa card (including use of your card via mobile wallets and contactless transactions)
- BPAY®
- Electronic banking (including internet banking and mobile banking app)
- eftpos and ATM access
- Pay Anyone (including by using a PayID and OSKO)
- PayTo
- Direct debit
- Direct credit
- Periodical payments

## Changing these Conditions of Use

We may change these Conditions of Use:

(a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;

(b) to reflect any decision of a court, ombudsman or regulator;

(c) to reflect a change in our systems or procedures, including for security reasons;

(d) to respond to changes in the cost of providing our accounts and/or access facilities;

(e) to discontinue a product in which case we may change the terms of your product to reflect a different product with similar features to the discontinued product; or

(f) to make them clearer or to add features;

but will only do so in order to protect our legitimate business interests, and only to the extent reasonably required to do this.

If you are unhappy with the changes we have made to the Conditions of Use, you can close your account. If a change to a term of these Conditions of Use applies to your term deposit account, and the change is adverse to you, you may close your term deposit account without penalty by telling us before the change takes effect.

The table sets out how we will notify you of any changes to Part A. We can give you a shorter notice period (or no notice) where changes to these Conditions of Use are necessary for us to avoid or reduce a material increase in our risk or loss, or in order to comply with our legal or regulatory requirements.

| Type of change | Minimum number of days notice | Method |
|---|---|---|
| Increasing any fee or charge | 30 days | In writing (which may be on or with your statement of account), electronically or by national media advertisement |
| Adding a new fee or charge | 30 days | In writing (which may be on or with your statement of account) or electronically |
| Changing interest rates | Day of change | In writing (which may be on or with your statement of account), electronically or by national media advertisement |
| Changing the method by which interest is calculated | 20 days | In writing (which may be on or with your statement of account) or electronically |
| Changing the frequency with which interest is credited or debited | 20 days | In writing (which may be on or with your statement of account) or electronically |
| Changing the minimum balance to which an account keeping fee applies or reducing the number of fee-free transactions permitted on the account | 20 days | In writing (which may be on or with your statement of account) or electronically |
| Changing the balance ranges within which interest rates apply | 20 days | In writing (which may be on or with your statement of account) or electronically |
| Increasing your liability for losses in relation to EFT transactions | 20 days | In writing (which may be on or with your statement of account) or electronically |
| Imposing, removing or adjusting daily or periodic limits in relation to EFT transactions.<br>**Note:** If you do not want your daily limit on transactions via BPAY®, Visa card to be increased, you must notify us before the effective date of the change. | 20 days | In writing (which may be on or with your statement of account) or electronically |
| Changing any other condition of use | Day of change (or if we believe the change is unfavourable to you, 20 days) | In writing (which may be on or with your statement of account), electronically or by national media advertisement |

## Change of name, contact details or address

If you change your name, phone, email, address or contact details you must promptly let us know.

You may at any time update or change your email address or contact details in internet banking or in mobile banking app. Your details will be updated immediately in our system.

If you change your name, you will need to provide us with evidence of your name change in the form of a marriage certificate or a deed poll. You will need to send us certified copy of the evidence. Your details will be updated in our system once we have processed the evidence you have provided to us.

## How we give you notices and other communications and documents

We may give you notices and other communications and documents relating to your account and access facilities and these Conditions of Use in any way allowed by law, the Customer Owned Banking Code of Practice and the ePayments Code (where those codes apply).

Subject to any applicable legal requirements and any applicable provisions of the Customer Owned Banking Code of Practice and the ePayments Code, you agree that we may give you written notices and other communications and documents:

- by post;
- electronically (for example: by email, SMS text message, push notification (if enabled on your mobile device), secure messages in internet banking or secure messages in mobile banking app, publishing it on our website and notifying you by email, SMS text message or push notification (if enabled on your mobile device) that it is available);
- by including it in or with a statement of account; or
- by national media advertisement.

Unless the account is a 'digital only' product (see the *Summary of accounts and access facilities*), you may elect to receive notices and other communications and documents we are required to give you in writing in paper form by post at any time by changing your communication preference in internet banking or contacting us by telephone. If you make this election, you will also be taken to have elected to receive statements of account for all your deposit accounts and credit contracts, except credit card contracts, in paper form by post and the Paper Statement Fee specified in the Fees and Charges brochure will apply. If you have not given us electronic contact details, we may treat you as having elected to receive notices and other communications and documents in paper form by post until you provide electronic contact details to us.

Even when you have elected to receive notices and other communications and documents in paper form by post, we may also give them to you electronically.

## Complaints

We have a dispute resolution system to deal with any complaints you may have in relation to your account and access facilities. Our dispute resolution policy requires us to deal with any complaint efficiently, speedily and sympathetically. If you are not satisfied with the way in which we resolve your complaint, or if we do not respond speedily, you may refer the complaint to our external dispute resolution centre.

Our external dispute resolution provider is the Australian Financial Complaints Authority (AFCA).

AFCA provides fair and independent financial services complaint resolution that is free to consumers.

**Website:** www.afca.org.au
**Email:** info@afca.org.au
**Telephone:** 1800 931 678 (free call)
**In writing:** GPO Box 3 Melbourne, VIC 3001.

If you want to make a complaint, use secure messages in internet banking or in mobile banking app or telephone us or contact our staff at our offices. Our staff have a duty to deal with your complaint under our dispute resolution policy.

Our staff must also advise you about our complaint handling process and the timetable for handling your complaint. We also have a dispute resolution guide available to you on request.

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# Part A

# Opening and operating your deposit accounts

## The Financial Claims Scheme

In the unlikely event that a bank, credit union or building society fails, the Australian Government may activate its guarantee scheme known as the Financial Claims Scheme (FCS). This enables account holders to have quick access to their deposits which are protected under the FCS. Funds are protected to a maximum of $250,000 for each account holder per institution. In the case of joint accounts, each account holder is entitled to a maximum of $250,000.

Please note that, as stated, the FCS guarantee is per account holder per institution. We operate under more than one brand name but have only one banking licence. The limit of $250,000 consequently applies to the total funds any account holder has in deposit products issued by us, notwithstanding that a particular product or service may carry any one of our brand names.

For further information about the Scheme visit **www.apra.gov.au/financial-claims-scheme**.

## Accounts

This Part A governs our deposit accounts, which includes transaction accounts, savings accounts, and term deposits.

We may refuse to provide any banking product or service at our reasonable discretion.

Please refer to the table on pages 18 & 19 for account types, conditions and access facilities.

## Children's accounts

### Special conditions relating to children's accounts

Notwithstanding any other provisions in these Conditions of Use, the following conditions apply to children's accounts:

- "child" or "children" means an individual or individuals under the age of eighteen years;
- Where an account is opened for a child, the child is the account owner and legal and beneficial owner of the funds in the account, irrespective of whether they are a signatory to the account;
- we do not open trust accounts with a child as beneficiary;
- we may set rules for the operation of childrens' accounts.

Opening children's accounts Details of accounts available for children are set out on our website.

### Account operating

We may set an age under which a child who is an account owner cannot act as a signatory on their account.

Where a child account owner is under this age, the only signatory permitted is an adult relative.

Where a child who is an account owner attains an age at which we determine the child may act as a signatory:

- the child may be added as a signatory to their account; and
- the existing adult relative signatory on the child's account may remain as such until the child attains the age of eighteen years, unless, prior to the child's eighteenth birthday, the adult relative is removed as a signatory.

### Transitioning

From the time of opening their account until their eighteenth birthday, we may transition children through different account types, access facilities (including cards) and modes of account operation. Refer to **tmbank.com.au** for details.

Where a child who is an account owner attains the age of eighteen years:

- the child (then adult) member becomes the sole signatory on the account;
- any adult relative who is a signatory ceases to be such and no longer has any operating or access rights on the account.

### Closing accounts

A child's account may be closed either by:

- the child, provided they are a signatory on their account; or
- an adult relative, where they are a signatory on the account; or
- both the above.

## Proof of identity

Under the *Anti-Money Laundering and Counter-Terrorism Financing Act, 2006* we are required to verify your identity when you open an account, when you become a signatory to an account or if you are a Beneficial Owner (as defined).

## Account details

Refer to the details below and the table on pages 18 & 19 for the account types available and their access options.

### Introductory, bonus and promotional interest

From time to time we may offer a higher rate or additional interest to certain account holders of these accounts with respect to certain funds held within these accounts, which will be subject to specified criteria and for limited or specific periods of time. Where we offer higher or additional interest, it may be calculated and paid in a different manner to the standard interest paid on these accounts.

If you make withdrawals from these accounts during a specified period or you close your account before the end of a specified promotional or introductory period, you may lose your eligibility for the higher rate or additional interest.

Details of any offer, including eligibility and how interest will be calculated and

paid, will be publicised in promotional material and on our website during the relevant period.

## The timing of your transactions matters

To ensure you're eligible for bonus interest, we need to receive your deposit before 5pm (Sydney time) on the last calendar day of the month. If your deposit is received after this time, you may miss out on bonus interest for that calendar month.Similarly, if you make a withdrawal after 5pm on the last day of the calendar month, it will generally be treated as occurring in the following month, which means you could lose your bonus interest for that next month.

## Transaction accounts

### Everyday Direct account & Everyday account

This is a daily electronic transaction account with a range of access methods including Visa Debit card and electronic banking. Fees may apply to a staff assisted electronic fund transfer or a periodical payment transaction that takes place at our branches, member events and over the phone.

Please refer to the Fees and Charges brochure for more information on fees and charges that may apply.

A Visa Debit card will not be issued where the account is two to sign, or the account is opened as Guardianship or with Power of Attorney.

Not available on business accounts.

As of 1 February 2019, the Everyday Account will be closed to new business. Existing account owners can continue to use their accounts as normal.

### Everyday Business account

This is a daily electronic transaction account with a range of access methods including Visa Debit card and electronic banking.

Please refer to the Fees and Charges brochure for more information on fees and charges that may apply.

A Visa Debit card will not be issued where the account is two to sign, or the account is opened as Guardianship or with Power of Attorney.

### Bill Paying account

This account is suitable for paying and saving for regular bills. It allows you to separate your money from your other accounts to help you budget for your expenses.

As of 7 August 2023, the Bill Paying account will be closed to new business. Existing account owners can continue to use their accounts as normal.

## Mortgage offset facility

If you wish to use the mortgage offset facility, you may link up to eight of your eligible transaction accounts to your eligible home loan account. An eligible transaction account may only be linked to one eligible home loan at a time.

Terms and conditions of the mortgage offset facility and details of how it works can be found in the Consumer Lending Terms and Conditions and the Mortgage Offset Facility section of our website. Please refer to the Mortgage Offset Facility section of our website for details of:

a) the number of eligible transaction accounts you can link to an eligible home loan;

b) which home loans are eligible for the mortgage offset facility;

c) which transaction accounts are eligible for the mortgage offset facility; and

d) the Offset Percentage applying at any time.

It is important to note that, in order to meet taxation law requirements, no interest can be paid on the credit balance of any deposit account linked to a home loan account under a mortgage offset facility, including where the balance of the deposit account exceeds the balance of the home loan.

If the mortgage offset facility is cancelled for any reason, however, interest may then be payable on your previously linked transaction account in accordance with the terms and conditions applying to that account.

Up to eight eligible transaction accounts may be linked with an eligible home loan account, notwithstanding anything to the contrary in the Consumer Lending Terms and Conditions or the other terms and conditions of your eligible home loan. The owner of the transaction account must be the borrower (or one of the borrowers) on the home loan account.

When you request us either to set up or cancel your mortgage offset facility, we may take up to five business days to effect this.

If for any reason we post to either your home loan account or your linked transaction account a transaction which has an effective date prior to the posting date, then:

- the balance of whichever account to which the transaction is posted is adjusted as from the effective date;
- if the affected account is your home loan account, the interest charged is also adjusted as from the effective date;

However:

- we can only adjust the calculations for the mortgage offset facility as from the effective date if such date falls within the same interest period as the transaction is posted; and
- if the effective date of the transaction falls within any prior interest period, we can only adjust the mortgage offset calculations with effect from the first day of the interest period in which the posting is made. (An "interest period" generally equates to a statement cycle.)

## Savings accounts

### Online Savings and New Teacher Online Savings account

For the convenience of saving online and to earn a higher interest rate than our transaction accounts, this account can be accessed through electronic banking.

As of 31 October 2024, the Online Savings and New Teacher Online Savings account will be closed to new business. Existing account owners can continue to use their accounts as normal.

### Momentum Saver account

This account pays bonus interest each month, if during the month, (1) by the Cut Off Time on the last day of that month you make a minimum total monthly deposit of $100, (2) no withdrawals or transfers to other accounts (internal or external) are made and (3) your account has a credit balance at all times. This last requirement means that your account must not be overdrawn at any time during the month, including, e.g. during a day, or when the balance is carried forward from the previous month. If all criteria are not met, the standard interest rate will apply.

### Essential Saver account

For the convenience of saving online, this account can be accessed through electronic banking.

### Reward Saver account

This account pays bonus interest each month, if during the month, (1) by the Cut Off Time on the last day of that month you make a minimum total monthly deposit of $50, (2) no withdrawals or transfers to other accounts (internal or external) are made and (3) your account has a credit balance at all times. This last requirement means that your account must not be overdrawn at any time during the month, including, e.g. during a day, or when the balance is carried forward from the previous month. If all criteria are not met, the standard interest rate will apply.

As of 7 August 2023, the Reward Saver account will be closed to new business. Existing account owners can continue to use their accounts as normal.

### Target Saver account

This account pays bonus interest each month, if during the month, (1) by the Cut Off Time on the last day of that month you make a minimum total monthly deposit of $1,000, (2) no withdrawals or transfers to other accounts (internal or external) are made and (3) your account has a credit balance at all times. This last requirement means that your account must not be overdrawn at any time during the month, including, e.g. during a day, or when the balance is carried forward from the previous month. If all criteria are not met, the standard interest rate will apply.

As of 28 March 2024, the Target Saver account will be closed to new business. Existing account owners can continue to use their accounts as normal.



1. Please refer to our website for more detail.

## Saver account

For the convenience of keeping money separate from your Everyday account, saving online and to earn a higher interest rate than our transaction accounts, this account can be accessed through electronic banking. This account pays bonus interest each month, if during the month, you make one deposit per month and no more than one withdrawal in that same month and your account has a credit balance at all times. This last requirement means that your account must not be overdrawn at any time during the month, including, e.g.during a day, or when the balance is carried forward from the previous month. If all criteria are not met, the standard interest rate will apply.

As of 31 October 2024, the Saver Account will be closed to new business. Existing account owners can continue to use their accounts as normal.

## Starter Saver account and Under 18 Savings account

To open a Starter Saver Account, the account holder must be under 30 years of age or a student of any age studying either full or part-time at an Australian university at the time of account opening.

Once the account holder reaches 30 years of age, the account will be transitioned over to an Essential Saver account. If the account holder is 30 years of age or older and a student at an Australian university, the account will switch to an Essential Saver two years after graduation.

As of 7 December 2014, the Under 18 Savings Account was closed to new business. Existing account owners can continue to use their accounts as normal.

## Cash Management and Edvest Cash Management accounts

With this account you can earn a higher interest rate than our transaction accounts and still access your account 24 hours a day, seven days a week via electronic banking.

As of 7 August 2023, the Cash Management account will be closed to new business. Existing account owners can continue to use their accounts as normal. Edvest Cash Management accounts remain available for new accounts through Edvest.

## Summer Stash account

This account is for saving money for the summer period. Withdrawals are only available between 1 November and 31 January. If withdrawals are made outside this period, the account will be closed and funds transferred to your transaction account.

As of 3 May 2021, the Summer Stash savings account will be closed to new business. Existing account owners can continue to use their accounts as normal.

## Pension Advantage account

If you receive an eligible government pension or allowance, then you may be able to open a Pension Advantage account[1]. From 1 July 2018 all new accounts must have the eligible pension or allowance paid direct into the account. Where the eligible payment is not made into the account we reserve the right, acting reasonably, to transfer the account to a product we determine to be similar.

## Savings Motivator account

This account pays bonus interest each month, if during the month, (1) by the Cut Off Time on the last day of that month you make a minimum total monthly deposit of $1, (2) no withdrawals or transfers to other accounts (internal or external) are made and (3) your account has a credit balance at all times. This last requirement means that your account must not be overdrawn at any time during the month, including, e.g. during a day, or when the balance is carried forward from the previous month. If all criteria are not met, the standard interest rate will apply.

As of 23 May 2026, the Savings Motivator account will be closed to new business. Existing account owners can continue to use their accounts as normal.

## iNet Saver account

For the convenience of saving online, this account can be accessed through electronic banking.

As of 23 May 2026, the iNet saver account will be closed to new business. Existing account owners can continue to use their accounts as normal.

## Young Saver account

To open a Young Saver Account, the account holder must be under 18 years of age at the time of account opening.

Once the account holder reaches 18 years of age, the account will be transitioned over to a Starter Saver account.

Once the account holder reaches 30 years of age, the account will be transitioned over to an Essential Saver account. If the account holder is 30 years of age or older and a student at an Australian university, the account will switch to an Essential Saver two years after graduation.

As of 23 May 2026, the Young Saver account will be closed to new business. Existing account owners can continue to use their accounts as normal.

## Christmas Club account

This account is for saving money for the Christmas period. Withdrawals are only available between 1 November and 31 January. If withdrawals are made outside this period, the account will be closed and funds transferred to your transaction account.

As of 5 October 2021, the Christmas Club account will be closed to new business. Existing account owners can continue to use their accounts as normal.

### Edvest account account

For the convenience of saving online, this account can be accessed through electronic banking.

As of 1 December 2019, the Edvest account will be closed to new business. Existing account owners can continue to use their accounts as normal.

### eMoney account

For the convenience of saving online, this account can be accessed through electronic banking.

As of 5 October 2021, the eMoney account will be closed to new business. Existing account owners can continue to use their accounts as normal.

### Money Market account

For the convenience of saving online, this account can be accessed through electronic banking.

As of 5 October 2021, the Money Market account will be closed to new business. Existing account owners can continue to use their accounts as normal.

### Business Saver account

For the convenience of saving online, this account can be accessed through electronic banking.

### Term deposits

Term deposits are accounts where:

- funds are held for fixed periods;
- there are minimum deposit amounts;
- there are maximum deposit amounts and deposits over a specified amount may be subject to acceptance and negotiable interest rates.

For details on available deposit periods, minimum and maximum deposit amounts and deposit amounts subject to negotiation, please go to our website.

### Term Deposit Interest

Term Deposit interest is calculated on the daily closing balance of the account.

You can instruct us to pay interest to a nominated account monthly, 12 monthly or at maturity (as applicable). For Edvest Term Deposits, you can also instruct us to pay interest fortnightly.

Term Deposits lodged for more than 12 months must have interest paid at least:

- every 365 days (an "Annual Payment"), and
- at maturity.

You can choose to reinvest the Annual Payment into your Term Deposit or paid to a nominated account.

### Early withdrawal

You cannot withdraw or transfer funds from a term deposit account prior to maturity unless you give us thirty one days' notice. The notice period commences on the first business day after you give us notice. If you believe that you may have a need to immediately withdraw or transfer funds before maturity, please select a more suitable deposit product. We may waive this condition for cases of financial hardship.

Where you give us notice of early withdrawal and the maturity date is

# Summary of accounts and access facilities

| | Transaction accounts | | | Savings accounts | | |
|---|---|---|---|---|---|---|
| Accounts | Everyday Direct & Everyday[2] account | Everyday Business account | Bill Paying account[2] | eMoney, Essential Saver, Online Savings[2], New Teacher Online Savings[2], iNet Saver[2] & Business Saver account | Saver account[2] | Momentum Saver, Target Saver[2], Reward Saver[2], Starter Saver, Under 18 Savings[2] & Savings Motivator[2] accounts |
| Minimum opening deposit | $0 | $0 | $0 | $0 | $0 | $0 |
| Maximum deposit | Subject to acceptance by the Bank | | | | | |
| Interest calculated | N/A | Daily | N/A | Daily | Daily | Daily |
| Interest paid | N/A | Monthly | N/A | Monthly | Monthly | Monthly |
| Access Facilities | | | | | | |
| ATM | ✓ | ✓ | × | × | × | × |
| eftpos | ✓ | ✓ | × | × | × | × |
| Bank@Post™ | ✓ | ✓ | × | × | × | × |
| Electronic banking | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Cheque book | × | × | × | × | × | × |
| Direct debit | ✓ | ✓ | ✓ | × | ✓ | × |
| BPAY® | ✓ | ✓ | ✓ | ×* | ✓ | × |
| Internal periodical payment | ✓ | ✓ | ✓ | × | ✓ | × |
| Electronic funds transfer | ✓ | ✓ | ✓ | ×# | ✓ | × |
| Direct credit | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Electronic deposit | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| PayTo | ✓ | ✓ | ✓ | × | ✓ | × |
| Our offices | ✓ | ✓ | ✓ | ✓[4] | ✓ | ✓ |
| Sweep | ×[5] | ×[5] | ✓ | × | ✓ | × |
| Link PayID | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Can receive NPP payment | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Can send NPP payment | ✓ | ✓ | ✓ | × | ✓ | × |

[1]Edvest Cash Management account is available to Edvest members only.[2] Existing account holders only, closed to new accounts.

| Savings accounts | | | | | Term deposits |
|---|---|---|---|---|---|
| Cash Management[2] & Edvest Cash Management[1] account | First Home Saver account[2] | Summer Stash[2] & Christmas Club[2] account | Pension Advantage account | Money Market[2], Edvest[2] & Young Saver[2] account | Term deposit |
| $0 | $0 | $0 | $0 | $0 | $1,000 |
| Subject to acceptance by the Bank | | | | | |
| Daily | Daily | Daily | Daily | Daily | Daily |
| Monthly | Monthly | Monthly | Monthly | Monthly | Fortnightly[3], Monthly, 12 monthly or at maturity |
| Access Facilities | | | | | |
| × | × | × | ✓ | ✓ | × |
| × | × | × | ✓ | ✓ | × |
| × | × | × | ✓ | ✓ | × |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| × | × | × | × | × | × |
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| × | × | × | × | ✓ | × |
| ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| ✓ | × | × | ✓[6] | × | × |
| ✓ | ✓ | ✓ | ✓ | ✓ | × |
| ✓ | ✓ | ✓ | ✓ | ✓ | × |
| × | × | × | ✓ | ✓ | × |

[3] Edvest members only. [4] Refer to the Fees and charges brochure for details. [5] RediCredit utilised first. [6] On request. *BPAY® facility available for iNet Saver account. ® Registered to BPAY Pty Ltd ABN 69 079 137 518. #Available for Business Saver account.

less than thirty one days from the date of notice, we will not release the funds until maturity.

Upon early withdrawal or transfer, we will reduce the interest payable. An adjustment may be required where we have paid interest to you prior to you making an early withdrawal. Where an adjustment is required, we will deduct the applicable amount from the deposit balance paid to you. The reduced rate is currently 0.5% lower than the rate specified on your Term Deposit Certificate.

### Communication prior to maturity

A communication will be sent to you at least five business days prior to maturity setting out details of your investment and what will happen at maturity.

### How funds may be dealt with at maturity

At maturity you may choose to withdraw or transfer your term deposit or it may be reinvested.

If you have not provided any instructions to us before the maturity date of your term deposit, then, unless we agree with you otherwise, we will reinvest your term deposit for a further term equal to the same period as the maturing term (or most similar term then available), at the standard interest rate (excluding promotional offers) we offer at that time on term deposits for that amount and term.

If we have your instructions to reinvest your term deposit at maturity, unless we agree with you otherwise, your term deposit will be reinvested for a further term equal to the same period as the maturing term (or most similar term then available), at the standard interest rate (excluding promotional offers) we offer at that time on term deposits for that amount and term.

A lower interest rate may apply after reinvestment. You can request a copy of our relevant interest rate flyer at any time or see our website to check our prevailing rates.

We allow a period of grace of seven days following reinvestment for you to withdraw or transfer your deposit without incurring a fee or reduction in interest.

## Joint accounts

A joint account is an account held by two or more persons. The important legal consequences of holding a joint account are:

- the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account
- joint and several liability – each joint holder is individually liable for the full amount owing on the joint account.

You can operate a joint account on an 'all to sign' or 'either to sign' basis:

- 'All to sign' means all joint account holders must sign withdrawal forms, etc; or all account holders must authorise an internet banking transaction
- 'Either to sign' means any one joint account holder can sign withdrawal

slips, etc. or anyone of the account holders can authorise an internet banking transaction.

All joint account holders must consent to the joint account being operated on an 'either to sign' basis. However, any one joint account holder can cancel this arrangement, making it 'all to sign'.

Where a Visa Debit card has been issued on a joint account, all parties to the account will be jointly and severally liable for withdrawals or purchases made with the card on that account by you or an authorised person.

All joint account holders must provide instructions to close the account despite the account being set up as 'either to sign'.

The above applies in relation to joint personal accounts. For joint business accounts, such as partnership accounts, we may accept and rely on different account operating instructions. Please contact us for information about joint business accounts.

Note: The right of survivorship may not automatically apply to joint business accounts, such as accounts for partnerships. A partner's interest in partnership assets would normally fall into the partner's estate.

If you are operating a joint business account, such as a partnership account, you should obtain your own legal advice, including in relating to the effect of the death of a joint account holder.

## Trust accounts

You can open an account as a trust account, however:

- we are not taken to be aware of the terms of the trust
- we do not have to verify that any transactions you carry out on the account are authorised by the trust.

You agree to indemnify us against any claim made upon us in relation to, or arising out of that trust, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our employees or agents).

## Authority to operate

You can authorise us at any time to allow another person to operate on the accounts specified by you to:

- carry out withdrawals on the account by any means; and
- enquire about account balances and transactions on the account, including any debit balance and whether there is any available credit.

We will need to verify this person's identity before they can access your account.

You are responsible for all transactions the authorised person carries out on your account. You should ensure that the person you authorise to operate on your account is a person you trust fully.

You, or the authorised person, may revoke the authorised person's authority by notifying us at any time within our business hours.

If you authorise a user to perform transactions on an account of yours to which these Conditions of Use Accounts and Access apply, then, in order to transact electronically on your account, the user must login using their own identifier and login details. Note that the authorised person will be able to view historical transaction information when accessing your accounts.

For business accounts please contact us about applicable signatory and authority to operate options.

## Fees and charges

Refer to the Fees and charges brochure for current details. We may vary fees or charges from time to time in accordance with these Conditions of Use and our legitimate business interests. We will debit fees and charges from your transaction account.

### Fees and charges brochure

The Fees and charges brochure is referenced throughout these Conditions of Use Accounts and Access. You can get a copy of this brochure on our website.

### Information about non-standard fees and charges

Your account may have specific account related fees and charges, for example, a monthly account fee.

Non-standard fees apply in particular situations, for example, fees if you overdraw an account. We have prepared some general information on how to avoid or minimise non-standard fees and charges. You can find this information by visiting our website.

## Interest earned

If a variable interest rate applies to your account, this rate may vary from time to time. Different rates may also apply to different levels of your account balance (interest rate tiers). Rates and interest rate tiers applying to your deposit account are set out on our Savings and Investments Interest Rate Flyer on our website and mobile banking apps.

We may at any time, acting reasonably:

- vary interest rates on variable deposit accounts;
- vary and set interest rate tiers and balance amounts above which we will not pay any interest.

We calculate interest daily by applying the daily interest rate to the balance of cleared funds in your account at the end of the day. The daily interest rate is the relevant annual interest rate divided by 365. The end of the day is the time we set for our end of day transaction processing on your account. Unless your account is a term deposit (please refer to the section under the heading "Term Deposits" on page 13), interest will be credited to your account on or about the last day of each month.

Interest earned on an account is income and may be subject to income tax.

## Tax File Numbers

We will ask you whether you want to disclose your Tax File Number (TFN) or exemption. If you disclose it, we will note your TFN against any account you open. You do not have to disclose your TFN to us. If you do not, we will deduct withholding tax from interest paid on the account at the highest marginal rate plus the Medicare Levy.

For a joint account, each holder must quote their TFN and/or exemption, otherwise withholding tax applies to all interest earned on the joint account.

Businesses only need to quote their ABN instead of a TFN.

## Deposits and withdrawals

### How to deposit

You can make deposits to the account:

- by cash at selected offices, subject to our reasonable discretion, for security reasons, to impose limits on the amount of cash that may be accepted at any time
- by electronic credit e.g. from a third party such as your employer, for wages or salary – please note that we can reverse a direct credit if we do not receive full value for the electronic credit
- by transfer from another account with us
- by transfer from another financial institution
- at Bank@Post™.

**Note:** Electronic deposits may not be processed on the same day.

## How to withdraw and transfer

You can make withdrawals and transfer from the account:

- by withdrawing cash over the counter at selected offices, subject to our absolute discretion, for security reasons, to impose limits on the amount of cash which may be withdrawn at any time
- by direct debit
- via electronic banking (including internet banking and mobile banking app)
- Pay Anyone (including OSKO or using a PayID)
- via BPAY® to make a payment to a biller
- by PayTo
- at selected ATMs, if your account is linked to a Visa card
- via selected eftpos terminals, when you purchase goods or services, if your account is linked to a Visa card (note that merchants may impose restrictions on withdrawing cash)
- at Bank@Post™

We will require acceptable proof of your identity before processing withdrawals in person or acceptable proof of your authorisation for other types of withdrawal transactions.

## Debiting transactions

We will debit transactions received on any one day in the order we determine in our reasonable discretion.

## Counter withdrawals

You can make counter withdrawals in cash, at our selected offices. Please refer to the Fees and charges brochure for any restrictions on withdrawals applying to certain accounts. Cash limits apply, please call for details.

## Overdrawing an account

We do not provide any credit on your account unless we have agreed in writing with you to make an overdraft facility available to you and you have agreed to our overdraft facility terms and conditions. If you do not have an overdraft facility, you must keep sufficient cleared funds in your account to cover all debit transactions. If you do not, we can dishonour the transaction and charge dishonour fees.

Alternatively, we can honour the transaction and overdraw your account. We may charge you:

- interest at our current overdraft rate. We calculate interest daily by applying the daily interest rate to the balance of cleared funds in your account at the end of the day. The daily interest rate is the relevant annual interest rate divided by 365. Interest will be debited to your account on or about the last day of each month.
- a fee for each day (or part of a day) your account is or was overdrawn.

You can find out our current interest rate in our Savings and Investments Interest Rate Flyer on our website or using the mobile banking app. We may at any time, acting reasonably, vary the interest rate.

Available funds are the proceeds of:

- cash deposits and direct credits

Any outstanding card transactions are subtracted from the available balance.

## Sweep service

Our sweep service automatically transfers funds from certain savings accounts to cover most transactions which would otherwise exceed your transaction account's available balance. Sweep is not activated by an electronic withdrawal transaction, such as ATM, eftpos, Bank@Post™ or any other fees and charges debited.

# A safe banking environment

### No place for unacceptable conduct

We want to provide a safe banking environment for all our customers and this extends to our products and services.

### What is unacceptable conduct?

Unacceptable conduct is conduct that we reasonably consider to be:

- unlawful;
- bullying, harassing, or defamatory;
- abusive (including financial abuse);
- violent or threatening physical or mental harm;

- coercive or controlling behaviour; or
- otherwise inappropriate.

It may be directed at you, our staff or other persons.

Examples of unacceptable conduct include:

- using threatening or abusive language;
- restricting someone's access to their money or account as a form of control;
- encouraging or promoting harm to others, whether physical or mental; and
- using payment descriptions or references to send defamatory, discriminatory, or harassing messages.

### What is financial abuse?

Financial abuse is a serious form of unacceptable conduct. It occurs when someone controls, manipulates, or restricts another person's ability to access, use, or manage their money.

Examples of financial abuse include:

- removing or restricting access to funds without consent;
- manipulating financial decisions;
- using someone's money or account against their wishes;
- coercing someone into applying for credit products;
- withholding someone's card from them, denying access to money;
- changing access codes on someone's account to deny them access; or
- misuse of a power of attorney or authority to operate on an account.

Financial abuse sometimes occurs as part of domestic or family violence or elder abuse.

### You must not engage in unacceptable conduct

Our accounts, products, and services must not be used for unacceptable conduct.

### What we may do

If we reasonably believe that unacceptable conduct has occurred or is occurring, we may take action that we reasonably consider appropriate to protect you, others, or the safety of our banking services.

The actions we may take include, but are not limited to:

- investigating the circumstances;
- blocking or declining transactions;
- suspending or closing accounts;
- reporting the conduct to law enforcement where appropriate;
- removing access to functionality, such as cardholder access;
- freezing some or all funds in an account; and
- if you are the person who is engaging in the unacceptable conduct - other actions we are authorised to take if you are in breach of these Conditions of Use.

We may take additional steps if we reasonably believe an account holder is in a vulnerable position due to illness, cognitive impairment,

domestic violence, elder abuse, or other vulnerable circumstances.

We will give you notice before taking action if required by law. Otherwise we will give you advance notice where reasonably practicable and permitted by law, unless we reasonably decide that this could have a detrimental effect on you, others or us.

### If you are affected by unacceptable conduct

If you are experiencing unacceptable conduct, such as financial abuse, please contact us. We will treat your situation with confidentiality and sensitivity.

We may be able to help. Actions that we may take include:

- adjusting your account access;
- assisting you with setting up a new account;
- issuing a new card;
- redirecting salary credits to an individual account;
- providing a new access code for internet banking; and
- referring you to external support.

We have a designated team to assist. You can contact us on **1800 862 265** or by email at **customercare@tmbl.com.au**

# Other information

## Transaction limits

Refer to our Fees and charges brochure for details. You can see this information on our website or in the mobile banking app.

## Statements of Account

We will generally give you a statement of account at least every six months setting out all transactions relating to your account with us. However, we will not give you a statement of account or may give you statements of account less frequently where permitted under applicable law, the ePayments Code and for accounts that are dormant under the Customer Owned Banking Code of Practice.

For the purposes of the Customer Owned Banking Code of Practice, we treat your account as dormant if there have been no transactions on your account and the balance of your account is zero, over a six month statement period.

A statement of account includes all your deposit accounts and credit contracts, except credit card contracts.

For joint accounts, the first named account owner agrees to act as agent for all other joint account owners in receiving statements, which will be sent to the first named account owner only. Other joint owners can request a separate statement.

Where we give a second or additional account holder a statement of account, the first account holder may request to no longer be given a statement of account.

You may elect to also be sent statements of account in paper

form by post at any time by changing your communication preference in internet banking or contacting us by telephone. If you make this election, the Paper Statement Fee specified in the Fees and Charges brochure will be payable and you will also be taken to have elected to receive notices and other communications and documents relating to all your deposit accounts and credit contracts, except credit card contracts, and these Conditions of Use in paper form by post. If you have not given us electronic contact details, we may treat you as having elected to receive statements of account in paper form by post until you provide electronic contact details to us.

Unless you have elected to receive statements of account in paper form by post, we will notify you electronically (for example by email, SMS text message, secure messages in internet banking or secure messages in mobile banking app) when we make a new statement of account available for you in internet banking.

Even when you have elected to receive statements of account in paper form by post, we may notify you electronically when we make a new statement of account available for you in internet banking.

You should check each statement of account as soon as you receive it and promptly tell us of any entry in the statement which you dispute.

You may request a copy of any statement of account at any time subject to any fee payable under these Conditions of Use or the Fees and charges brochure.

We may offer 'digital only' accounts, with statements provided electronically via internet banking or the mobile banking app only: refer to the "Summary of accounts and access facilities" on page [18].

## Changing fees, charges and interest rates

We may change fees, charges and interest rates in accordance with Part A of these Conditions of Use. The table on page 5 sets out how we will notify you of any change.

## Dormant accounts

If no transactions are carried out on your account for at least 12 months (other than transactions initiated by us, such as crediting interest or debiting fees and charges) you will receive a message in mobile banking app or a notification in internet banking or by mail informing you that there has been no activity for the past 12 months on your account and setting out the steps you will need to take to withdraw or deposit funds to your account. If you do not reply we will treat your account as dormant.

Once your account becomes dormant, we may stop paying interest or reduce the amount of interest.

**For most accounts**, if your account remains dormant for 7 years, we have a legal obligation to remit balances exceeding $500 to the Australian

government as unclaimed money.

## Account combination

If you have more than one account with us, we may apply the credit balance of any of your accounts to any other account of yours, the balance of which is:

- in debit and there is no approved credit limit; or
- in debit and is in excess of the approved credit limit; or
- in a loan account or credit facility where default has occurred and the full amount owing under the loan or facility has become due and payable.

We may also combine your accounts (whether deposit or loan accounts) on termination of your membership.

We may do this so long as where combining accounts would not breach the Code of Operation for Centrelink Direct Credit Payments.

We may close all or any of your accounts after combination. We will give you written notice promptly after exercising any rights.

## Blocking transactions and access to your account

We may suspend your right to perform transactions and/or restrict your account at any time without prior notice if:

- we reasonably suspect that your account is being used or operated on in a fraudulent or improper manner;
- we reasonably believe such action is necessary to protect the security or integrity of our systems or to prevent you or us suffering any loss or damage;
- we reasonably believe such action is necessary to comply with our regulatory and/or legal obligations.

If any of these circumstances apply, we may also block access to your account.

We will not be liable to you or any other party on any basis for any decision we make in good faith under this provision, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our employees or agents).

## Closing an account and cancelling access facilities

### By you:

You can close your account at any time, subject to the following conditions:

- If your account is in credit, we will pay the balance to you. You must return any access cards to us. We may withhold sufficient funds to cover payment of any pending or outstanding transactions, fees and charges;
- If your account is in debit, you must pay to us the outstanding balance, plus the amount of any pending or outstanding transactions, accrued interest and fees and charges before we will close your account;
- We may delay closure if there are any uncleared funds. Closure will be effected once we are satisfied

that all funds are cleared;

- Please note that if any electronic transactions (an example is direct debits) are presented after the closure of your account, such items will be dishonoured.

You can cancel any access facility on request at any time.

### By us:

In addition to our rights of account combination, we may close your account and cancel your access facilities:

- in our absolute discretion by giving you 14 days' notice in writing;
- at any time without prior notice if we reasonably suspect your account is being used or operated on in illegal, fraudulent or improper manner or if we believe that closure is necessary to protect the security or integrity of our systems or to prevent you or us suffering any loss or damage;
- where such action is reasonably necessary to comply with our regulatory and/or legal obligations.

After closure, we will pay you the credit balance of your account after deducting any outstanding fees and charges together with any other amounts to which we are entitled and being satisfied that there are no uncleared funds. We will not be liable to you or any other party on any basis for a decision made by us in good faith to close an account and cancel access facilities, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our employees or agents).

# PART B

# Electronic Access Facilities and ePayments Conditions of Use

## Section 1

### Information about our ePayment facilities

You should follow the guidelines in the box below to protect against unauthorised use of the mobile banking app, internet banking or your access card and pass code. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorized ePayments.

Liability for such transactions will be determined in accordance with the ePayments Conditions of Use and the ePayments Code.

These ePayment Conditions of Use govern all electronic transactions made using any one of our access cards or facilities, listed below:

- Visa Card (including use of your card via mobile wallets and contactless transactions)
- BPAY®
- via electronic banking (mobile banking app and internet banking)
- Eftpos and ATM access
- Pay Anyone (including by using a PayID and OSKO)
- PayTo
- Direct debit
- Direct credit
- Periodical payments

You can use any of these electronic access facilities to access an account, as listed in the Summary of accounts and of access facilities.

### International Telegraphic Transfers

You can transfer money abroad using International Telegraphic Transfers (ITTs). ITTs can be made through internet banking or by submitting an ITT request form to us by mail or email. A copy of the form is available on our website. Please log in to internet banking or refer to our website or visit any of our branches for the terms and conditions governing the use of ITTs.

### Visa Card

Visa Card allows you to make payments at any retailer displaying the Visa Card logo, anywhere in the world. You can also withdraw cash from your account, anywhere in the world, using an ATM displaying the Visa Card logo. We will provide you with a PIN to use with your Visa Card.

Your digital Visa Card is embedded into the mobile banking app and is available 24/7 with the mobile banking app subject to system maintenance. You can use your digital Visa Card just like your physical Visa Card to shop online,

pay bills, make in-app purchases and set up your recurring card payments or add it to your mobile wallet.

Visa Card also allows you to use an ATM to:

- check your account balances
- withdraw cash from your account

We may choose not to give you a Visa Card if your banking history with us is not satisfactory or if you are under 13 years of age.

## Contactless transactions using payWave

If your physical Visa Card has the payWave logo displayed on the card that means that your Visa Card is enabled to make contactless transactions at eftpos terminals.

You do not need to swipe and enter your PIN or sign your name to perform transactions. You can simply tap your Visa Card on the eftpos terminal.

You can still use your PIN if you do not wish to use payWave to transact.

Before tapping your VISA Card on the eftpos terminal, you should check that the transaction details are correct, in particular the transaction amount on the eftpos terminal. You should never hand over your Visa Card to the merchant.

## Mobile wallets

We may allow your Visa Card to be used via a mobile wallet such as Apple Pay, Google Pay, Samsung Pay or any other mobile wallets that we may approve from time to time. A mobile wallet is a mobile banking app on a smartphone or wearable device that allows details of your Visa Card to be embedded within it such that it can be used in place of your physical Visa Card at eftpos terminals.

## Visa Click to Pay

Visa Click to Pay is an online checkout solution. It lets you pay at supported merchants using an eligible Visa credit or debit card, without manually entering your card details each time. The service is only available to individuals who are the cardholder or an authorised user of an eligible Visa credit or debit card. Visa Click to Pay is only available on eligible Visa Cards that we have enrolled or activated for the service.

For more information about Visa Click to Pay, see Section 30 below.

**Important information about disputed transactions for VISA Cards**

If you believe a Visa Card transaction was:

- **unauthorised;**
- **for goods or services and the merchant did not deliver them; or**
- **for goods and services which did not match the description provided by the merchant,**

then you can ask us to dispute and seek a reversal of the transaction (sometimes referred to as a "chargeback"), by reversing the payment to the merchant's financial institution. However, we can only do so if you inform us of the disputed transaction within the timeframe determined by Visa.

You are not able to reverse a transaction authenticated using Visa Secure unless we are liable as provided in the ePayments conditions of use.

**It is important to inform us as soon as possible if you become aware of circumstances which might entitle you to a reversal of a transaction and provide us with sufficient information we reasonably ask for.**

**Important information you need to know before using a device to make electronic payments**

- Make reasonable attempts to protect your pass code such as hiding or disguising it among other records or in an unexpected place, keeping it in a securely locked container, password protecting it if electronically stored.
- Do NOT act with extreme carelessness in protecting the security of your pass code.
- Sign the access card as soon as you receive it.
- Familiarise yourself with your obligations to keep your access card and pass codes secure.
- Familiarise yourself with the steps you have to take to report loss or theft of your access card or to report unauthorised use of your access card, BPAY® or phone or internet banking.
- If you change a pass code, do not select a pass code which represents your birth date or a recognisable part of your name.
- Never write the pass code on the access card.
- Never write the pass code on anything which is kept with or near the access card.
- Never lend the access card to anybody.
- Never tell or show the pass code to another person.
- Use care to prevent anyone seeing the pass code being entered on a device.
- Keep a record of the VISA card number and the VISA Card Hotline telephone number for your area with your usual list of emergency phone numbers.
- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address.
- ALWAYS access the electronic banking service only using the OFFICIAL mobile banking apps, phone numbers and URL addresses.
- If accessing electronic banking on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history
- ALWAYS REJECT any request to provide or to confirm details of your pass code. We will NEVER ask you to provide us with these details.

**If you fail to ensure the security of your access card, access facility and pass codes or you fail to promptly tell us about a security breach on your account you may increase your liability for unauthorised transactions.**

You should read and understand the terms and conditions governing the use of the mobile wallet issued by the mobile wallet provider and your telecommunications provider. You will be bound by those terms when you use the mobile wallet. We are not the mobile wallet provider and we are not liable for the use of the mobile wallet. You can find the terms and conditions governing the mobile wallet on our website.

**WARNING:** Your mobile device(s) may be linked to other devices by a common account. Under these circumstances, if you add your Visa Card to a mobile wallet using the mobile device, your Visa Card may also be accessible to other users of those devices and they may make transactions with your Visa Card.

## Section 2

## Definitions

a) **access card** means an ATM card, debit card or credit card and includes our Visa Card

b) **ATM** means automatic teller machine

c) **bonus interest** means interest paid in addition to the base rate, paid in accordance with the conditions set out in these Conditions of Use

d) **business day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned

e) **Cut Off Time** means 5pm in Sydney

f) **Click to Pay** means an express online checkout experience that allows cardholders to make payments with an eligible Visa card at participating merchants without manually entering card details.

g) **device** means a device we give to a user that is used to perform a transaction. Examples include:

   i) ATM card

   ii) debit card or credit card, whether physical or virtual

   iii) a contactless device

h) **eftpos** means electronic funds transfer at the point of sale – a network for facilitating transactions at point of sale

i) **electronic banking** means for example, internet banking, mobile banking app and PayTo

j) **facility** means an arrangement through which you can perform transactions

k) **Fast Payment** means an NPP Payment

l) **identifier** means information that a user:

   i) knows but is not required to keep secret, and

   ii) must provide to perform a transaction

   Examples include an account number or member number.

m) **Mandate Management Service (MMS)** means the Mandate Management Service being a central, secure database of Payment Agreements operated by NPP Australia Limited

n) **manual signature** means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet

o) **Migrated DDR** means a Payment Agreement created by a merchant or Payment Initiator to process payments under an existing direct debit arrangement as PayTo Payments instead of through the direct debit system – see the 'Migration of direct debits' clause below.

p) **Mistaken Payment** has the meaning provided in section 9 (Mistaken Payments)

q) **Merchant** means a merchant with which you have established, or would like to establish, a Payment Agreement.

r) **NPP** means the New Payments Platform operated by or on behalf of NPP Australia Ltd

s) **NPP Payment** means a payment settled and cleared through the NPP and includes Fast Payments, Osko Payments and PayTo Payments

t) **Osko** means the 'Osko' payment service operated by BPAY Pty Ltd

u) **Osko Payment** means a payment made using Osko

v) **pass code** means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A pass code may consist of numbers, letters, a combination of both, or a phrase. Examples include:

i) personal identification number (PIN)

ii) electronic banking password

iii) code provided to a user by SMS, email or in a mobile application.

A pass code does not include a number printed on a device (e.g. a security number printed on a credit or debit card).

w) **PayID** means a PayID which has been created in the PayID service component of the NPP.

x) **PayID Name** means the PayID Name that is recorded in the PayID service component of the NPP for a PayID.

y) **PayTo Agreement or Payment Agreement** means an agreement created by an approved merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your account or a Migrated DDR.

z) **Payment Initiator** means an approved payment service provider who, whether acting on behalf of you or a merchant, is authorised by you to initiate payments from your account.

aa) **PayTo** means the service which enables us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement.

ab) **PayTo Payment** means an NPP Payment we make pursuant to a Payment Agreement.

ac) **regular payment arrangement** means either a recurring or an

instalment payment agreement between you (the cardholder) and a merchant in which you have preauthorised the merchant to bill your Visa Card at predetermined intervals (eg. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

ad) **transaction** means a transaction to which these ePayment Conditions of Use apply, as set out in Section 3

ae) **Transfer ID** means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.

af) **unauthorised transaction** means a transaction that is not authorised by a user. It does not include any transaction that is performed by a user themselves or by anyone who performs a transaction with the knowledge and consent of a user.

ag) **user** means you or an individual you have authorised to perform transactions on your account, including:

i) a third party signatory to your account

ii) a person you authorise us to issue an additional card to

ah) **we, us, or our** means Teachers Mutual Bank Limited

ai) **you** means the person or persons in whose name an Account and Access Facility is held and, where the context permits, a user.

# Section 3

## Biometric identifier

If you enable a biometric identifier such as fingerprint or face identifier login in the mobile banking app settings, we may permit you to login into mobile banking app using the registered biometric identifier on that device. You can still login to the mobile banking app using the pass code that is registered to your account.

When you log into the mobile banking app using your biometric identifier, you instruct us to perform any transactions requested during the mobile banking app session.

**WARNING:** If you enable the biometric identifier login option, then any of the biometric identifiers stored on your device can be used to log into the mobile banking app. You must ensure that only your biometric identifier (and not any other persons) is stored on the mobile device to access the mobile banking app. We strongly recommend that all times you should use your pass code to access the mobile banking app.

## Accounts and transactions

3.1 If you authorise a user to perform transaction on an account of yours to which these ePayments Conditions of Use apply, then, in order to perform transactions on that account, the user must login using their own identifier and login details.

3.2 These ePayment Conditions of Use apply to payment, funds transfer and cash withdrawal transactions that are:

a) initiated using electronic equipment, and

b) not intended to be authenticated by comparing a manual signature with a specimen signature.

3.3 These ePayment Conditions of Use apply to the following transactions:

a) electronic card transactions, including ATM, eftpos, credit card and debit card transactions performed by digital or physical card that are not intended to be authenticated by comparing a manual signature with a specimen signature

b) electronic banking transactions including online Pay Anyone and bill payment transactions and PayTo Payments

c) online transactions performed using a card number and expiry date

d) online bill payments (including BPAY)

e) transactions using facilities with contactless features and prepaid cards, not intended to be authenticated by comparing a manual signature with a specimen signature

f) direct debits

g) transactions using mobile devices

h) any other transaction to which the ePayments Code applies.

## Section 4

## When you are not liable for loss

4.1 You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:

a) our fraud, negligence or wilful misconduct, including by our employees, contractors, agents, a third party involved in networking arrangements, or a merchant or their employee or agent

b) a transaction requiring the use of a device and/or pass code that occurred before the user received the device and/or pass code (including a reissued device and/or pass code)

c) a transaction being incorrectly debited more than once to the same facility

e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a pass code has been breached.

4.2 You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a pass code

or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a pass code, you are liable only if the user unreasonably delays reporting the loss or theft of the device.

4.3 You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.

4.4 In a dispute about whether a user received a device or pass code:

a) there is a presumption that the user did not receive it, unless we can prove that the user did receive it

b) we can prove that a user received a device or pass code by obtaining an acknowledgement of receipt from the user

c) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or pass code.

## Section 5

## When you are liable for loss

5.1 If Section 4 does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this Section 5.

5.2 Where we can prove on the balance of probability that a user contributed to a loss through fraud, or breaching the pass code security requirements in Section 6:

a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of pass code security is reported to

b) you are not liable for the portion of losses:

i) incurred on any one day that exceeds any applicable daily transaction limit

ii) incurred in any period that exceeds any applicable periodic transaction limit

iii) that exceeds the balance on the facility, including any pre-arranged credit

iv) incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or pass code used to perform the transaction.

v) caused by our fraud, negligence or wilful misconduct (including that of our employees, contractors and agents).

**Note:** A breach of the pass code security requirements in itself is not sufficient to make a consumer liable for loss from an unauthorised transaction. We must prove on the balance of probability that the user's breach contributed to the loss.

5.3 Where:

a) more than one pass code is required to perform a transaction; and

b) we prove that a user breached the pass code security requirements in Section 6 for one or more of the required pass codes, but not all of the required pass codes you are liable under clause 5.2 only if we also prove on the balance of probability that the breach of the pass code security requirements under Section 6 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

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

**Note:** Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a transaction.

5.5 Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all pass codes has been breached, you:

a) are liable for the actual losses that occur between:

i) when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and

ii) when the security compromise was reported to us

b) are not liable for any portion of the losses:

i) incurred on any one day that exceeds any applicable daily transaction limit

ii) incurred in any period that exceeds any applicable periodic transaction limit

iii) that exceeds the balance on the facility, including any pre-arranged credit

iv) incurred on any facility that we and you had not agreed could be accessed using the device and/or pass code used to perform the transaction.

**Note:** You may be liable under clause 5.5 if you were the user who contributed to the loss, or if a different user contributed to the loss.

5.6 Where a pass code was required to perform an unauthorised transaction, and clauses 5.2-5.5 do not apply, you are liable for the least of:

a) $150, or a lower figure determined by us

b) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or pass code, including any prearranged credit

c) the actual loss at the time that the misuse, loss or theft of a device or breach of pass code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

5.7 In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under clauses 5.2 and 5.5:

a) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring

b) the fact that a facility has been accessed with the correct device and/or pass code, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the pass code security requirements in Section 6

c) the use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability.

5.8 If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account we will not hold you liable for losses under Section 5 for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).

This clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

## Section 6

## Pass code security requirements

6.1 Section 6 applies where one or more pass codes are needed to perform a transaction.

Any liability for losses resulting from unauthorised transactions will be determined by the ePayments Code, rather than these pass code security requirements.

6.2 A user must not:

a) voluntarily disclose one or more pass codes to anyone, including a family member or friend

b) where a device is also needed to perform a transaction, write or record pass code(s) on a device, or keep a record of the pass code(s) on anything:

i) carried with a device

ii) liable to loss or theft simultaneously with a device unless the user makes a reasonable attempt to protect the security of the pass code

c) where a device is not needed to perform a transaction, keep a written record of all pass codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the pass code(s).

**Note:** If a user discloses a pass code under clause 6.2(a), without having the benefit of an exception in clause 6.8 or 6.9, and we can prove on the balance of probability that the consumer contributed to a loss by breaching the pass code security requirements, we are not required to indemnify the user for that loss.

6.3 For the purpose of clauses 6.2(b)–6.2(c), a reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:

a) hiding or disguising the pass code record among other records

b) hiding or disguising the pass code record in a place where a pass code record would not be expected to be found

c) keeping a record of the pass code record in a securely locked container

d) preventing unauthorised access to an electronically stored record of the pass code record.

This list is not exhaustive.

6.4 A user must not act with extreme carelessness in failing to protect the security of all pass codes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

**Note 1:** An example of extreme carelessness is storing a user name and pass code for internet banking in a diary, mobile phone, tablet or computer or other personal electronic device that is not password protected under the heading 'Internet banking codes'.

**Note 2:** For the obligations applying to the selection of a pass code by a user, see clause 6.5.

6.5 A user must not select a numeric pass code that represents their birth date, or an alphabetical pass code that is a recognisable part of their name, if we have:

a) specifically instructed the user not to do so

b) warned the user of the consequences of doing so.

6.6 The onus is on us to prove, on the balance of probability, that we have complied with clause 6.5.

6.7 Where we expressly authorise particular conduct by a user, either generally or subject to conditions, a user who engages in the conduct, complying with any conditions, does not breach the pass code security requirements in Section 6.

6.8 Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a user who discloses, records or stores a pass code that is required or recommended for the purpose of using the service does not breach the pass code security requirements in Section 6.

6.9 For the purposes of clause 6.8, we are not taken to have implicitly promoted, endorsed or authorised the user's use of a particular service merely because the we have chosen to use the service for our own purposes or has not actively prevented a user from accessing a service.

**Note 1:** For example, we permit users to give their pass code(s) to an account aggregator service, a user who discloses their pass code(s) to the service does not breach the pass code security requirements in clause 6.

**Note 2:** For example, if we permit the storage of pass codes in an electronic folder in the user's computer, a user who stores their pass code(s) in this way does not breach the pass code security requirements in clause 6.

## Section 7

## Liability for loss caused by system or equipment malfunction

7.1 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 a user's instructions.

7.2 Where a user 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:

a) correcting any errors

b) refunding any fees or charges imposed on the user.

## Section 8

## Network arrangements

8.1 We must not avoid any obligation owed to you on the basis that:

a) we are a party to a shared electronic payments network

b) another party to the network caused the failure to meet the obligation.

8.2 We must not require you to:

a) raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network

b) have a complaint or dispute investigated by any other party to a shared electronic payments network.

## Section 9

## Mistaken internet payments

9.1 In this Section 9:

a) direct entry means a direct debit or direct credit but does not include NPP Payments.

b) mistaken internet payment means a payment by a 'user' (as defined by the ePayments Code):

- through a 'Pay Anyone' internet banking facility and processed by an ADI which has subscribed to the ePayments Code through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of the user's error or the user being advised of the wrong BSB number and/or identifier; or
- that is an NPP Payment which, as a result of the user's error, is directed to the wrong account.

This does not include payments made using BPAY or PayTo Payments.

**Note:** The definition of mistaken internet payment is intended to relate to typographical errors when inputting an identifier or selecting the incorrect identifier from a list. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.

c) receiving ADI means an ADI whose customer has received an internet payment

d) unintended recipient means the recipient of funds as a result of a mistaken internet payment

9.2 When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred within 5 business days of receiving your report.

9.3 If we are satisfied that a mistaken internet payment has occurred, we must send the receiving ADI a request for the return of the funds.

9.4 Under the ePayments Code, we and the receiving ADI, must make reasonable efforts to collect certain information from you, and then send and respond to reports or requests for information within prescribed timeframes.

9.5 If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.

9.6 We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made, including details of your right to complain.

9.7 If you receive a mistaken internet payment into your account and we are required under the ePayments Code as receiving ADI to return the funds to the payer's ADI then we will, without seeking your consent, transfer the funds from your account. If there are insufficient funds in your account you must co-operate with us to facilitate repayment of the funds.

9.8 You may complain to us about how the report is dealt with, including that we and/or the receiving ADI:

a) are not satisfied that a mistaken internet payment has occurred

b) have not complied with the processes and timeframes set out in accordance with the ePayments Code.

9.9 When we receive a complaint under clause 9.7 we must:

a) deal with the complaint under our internal dispute resolution procedures

b) not require you to complain to another ADI instead.

9.10 If you are not satisfied with the outcome of a complaint, you are able to complain to the external dispute resolution scheme provider, AFCA.

**Note:** If we are unable to return funds to you because the unintended recipient of a mistaken internet payment does not cooperate, you can complain to our external dispute resolution scheme provider.

## Section 10

## Using electronic banking

10.1 We do not warrant that:

a) the information available to you about your accounts through our electronic banking service is always up to date;

b) you will have 24 hours a day, 7 days per week, access to electronic banking.

c) data you transmit via electronic banking is totally secure.

### External transfers

10.2 When you tell us to transfer funds to another person using electronic banking, you must provide us with the information we request including the details for the account to which the funds are being transferred which can be:

- the BSB number and the account number for the account; or
- a PayID which has been created for the account.

10.3 You must ensure that the BSB and account number or PayID you tell us are correct. We will not be liable for any loss you suffer as a result of you telling us the wrong information.

10.4 If you instruct us to transfer funds using a PayID, and we display the PayID Name registered to that PayID to you, you must ensure that the name reasonably represents the intended recipient of the funds before you confirm your instruction. You must cancel the instruction if the PayID Name that we display to you as being registered to the PayID is not the intended recipient.

10.5 Where we allow you to include a transfer reference or description with a transfer, you must ensure it does not contain, reference or link to:

- any swearing, profanity, 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, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, 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 transfer reference or description to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.

You should keep in mind that any transfer reference or description you include with a transfer will be able to be seen by all accountholders for the recipient account.

10.6 We are not required to process a transfer if you do not give us all the required information or if any of the information you give us is inaccurate or incomplete.

10.7 Subject to the events described in Clause 10.21, we will immediately debit the amount of a transfer and any applicable fees to your nominated account when we accept your transfer instruction.

10.8 A transfer instruction you give us using electronic banking is irrevocable and you cannot stop or cancel a transfer instruction once we have accepted it.

## Processing of External Transfers

10.9 Where it is possible to effect a transfer through different payment channels or systems, and subject to these ePayments conditions of use, we will choose which payment channel or system to use in effecting transfers.

## Osko Payments

10.10 If the financial institution at which the recipient account is held is an Osko subscriber and advises us that the recipient account is able to receive Osko Payments, then, subject to the events described in Clause 10.21, we will process the transfer as an Osko Payment. We will tell you if your transfer is being sent as an Osko Payment at the time we accept your instruction.

10.11 Subject to the events described in Clause 10.21, where we process a transfer as an Osko Payment, we will process the transfer immediately and the funds will usually be available to the payee immediately.

10.12 You can see within your internet banking records details of Osko Payments we have processed on your behalf including whether an Osko Payment has been successfully processed or has failed for any reason.

10.13 We will tell you if, for any reason, we cease to be able to offer you Osko Payments.

10.14 Where we process a transfer as an Osko Payment, we may need to disclose your personal information to BPAY Pty Ltd, the operator of Osko. By requesting a transfer, you consent to us disclosing your personal information to Osko and such other Osko participants as necessary to effect the transfer as an Osko Payment.

### Fast Payments

10.15 Where we cannot process a transfer as an Osko Payment, we may still be able to process as a Fast Payment, if the financial institution at which the recipient account is held is able to receive NPP Payments.

10.16 Subject to the events described in Clause 10.21, where we process a transfer as a Fast Payment, we will process the transfer immediately and the funds will be available to the recipient as soon as the recipient's financial institution makes them available.

10.17 Where possible, we may show you in internet banking if a transfer we have processed as a Fast Payment is successful or fails.

### Other transfers

10.18 Where we do not send a transfer as an Osko Payment or a Fast Payment we will send it as a standard transfer.

10.19 Where we process a transfer as a standard transfer:

- If you instructed us on a business day (in Sydney), before the Cut Off Time, we will generally process it on that day; and
- If you instruct us after the Cut Off Time, or on a day that is not a business day (in Sydney), we will process it on the next business day.

10.20 Funds sent by standard transfer will generally not be available to the recipient until 1-2 business days after the day we process the transfer.

### Delays

10.21 Delays may occur in processing transfers where:

- we experience a services disruption or systems outage which prevents us or our service providers from processing transfers;
- we are required to delay processing a transfer to comply with any applicable laws (including any laws in relation to anti-money laundering and sanctions);
- you fail to comply with any of your obligations under any relevant terms and conditions;

- the financial institution at which the recipient account is held or the recipient fails to comply with their obligations or is experiencing a services disruption which prevents them from processing transfers;
- the financial institution at which the recipient account is held decides to delay processing; or
- we delay processing to investigate and review the transfer instruction to ensure it is not fraudulent, illegal or improper or to confirm that it has been properly authorised by you.
- an account is operated on a two or more to sign basis and a transaction has been initiated by one of the signatories using internet banking, but we have not received authorisation from the other signatory or signatories.

10.22 We will not be liable to you for any delay in a transfer being processed or the funds being received by the recipient for any reason, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our employees or agents).

## Suspension of the transfers

10.23 We may suspend your right to make transfers using electronic banking at any time without prior notice to you if you are suspected of acting in an illegal, fraudulent or improper manner or if we believe doing so is necessary to protect the security or integrity of our systems or to prevent you or us suffering any loss or damage.

## Transaction limits

10.24 We may decline any transfer request or instruction from you where accepting it would cause you to exceed any applicable transaction or period limit we have imposed. Please refer to the Fees and charges brochure for details of current transaction limits.

## Failed transfers

10.25 If we are advised that a transfer cannot be processed or it fails and cannot be completed for any reason we will advise you of this where practicable and credit your account with the amount debited in relation to the transfer. Where we have transferred funds to another financial institution as part of processing the transfer, we will not credit your account with the amount until the funds have been returned to us from the other financial institution.

## Mistakes and Issues with transfers

10.26 If you make a transfer and later discover that:

- the amount you transferred 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 transfer as an NPP 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 may not be returned to you unless the recipient consents to their financial institution returning the funds; or
- the amount you transferred was less than the amount you needed to pay, you will need to make another transfer for the difference between the amount you actually transferred and the amount you needed to pay.

10.27 You should notify us immediately if you think that:

- you have made a mistake when transferring funds;
- you did not authorise a transfer that has been debited to your account or you think a transfer has not been processed in accordance with your instructions;
- you become aware that a transfer made using a PayID from your account
- was directed to an incorrect recipient; or
- you were fraudulently induced to make a transfer.

The timing of your report may impact on our ability to assist you to recover funds (where possible).

10.28 See section 9 for information about how Mistaken Internet Payments will be dealt with.

10.29 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, depending on the circumstances, the financial institution may not return the funds to us unless the recipient consents.

10.30 Where the transferred funds are returned to us, we will credit them to your account and make them available to you as soon as practicable.

Note: Confirmation of Payee Service is available to you from the date we announce on our website and when you choose to transfer funds to another person using the BSB number and the account number for that person's account. See Section 29 below for terms and conditions that govern this service.

**Information about a receiving ADI's obligations after we request return of funds**

The information set out in this box is to explain the process for retrieving mistaken payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

**This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.**

- **Process where funds are available & report is made within 10 business days**
  - If satisfied that a mistaken internet payment has occurred, after receipt the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
  - If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
  - After receipt the sending ADI must return the funds to the holder as soon as practicable.
- **Process where funds are available & report is made between 10 business days & 7 months**
  - The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
  - If satisfied that a mistaken internet payment has occurred, the receiving ADI must:
    a) prevent the unintended recipient from withdrawing the funds for 10 further business days, and
    b) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.
  - If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.

- If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
- After receipt the sending ADI must return the funds to the holder as soon as practicable.
- If you are not satisfied with the outcome of a complaint in relation to the mistaken payment, you can complain to AFCA about the sending ADI.

- **Process where funds are available and report is made after 7 months**
  - If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.
  - If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
  - If the unintended recipient consents to the return of the funds:
    a) the receiving ADI must return the funds after receipt to the sending ADI, and
    b) after receipt, the sending ADI must return the funds to the holder as soon as practicable.
  - If you are not satisfied with the outcome of a complaint in relation to the mistaken payment, you can complain to AFCA about the sending ADI.
- **Process where funds are not available**
  - Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

10.31 You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur as a result of the return of funds to us where we have requested that transferred funds be returned on your behalf, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our employees or agents). We may debit any such loss, damage or cost to any account you hold with us.

### Refunds and chargebacks

10.32 Except as provided in Section 9 (Mistaken Internet Payments) and clause 10.29 above, refunds cannot be processed in respect of funds transferred by electronic banking.

10.33 Where a transfer has been correctly completed but you have a dispute with the recipient, you will need to resolve the dispute directly with that person.

10.34 No "chargeback" rights are available in relation to funds transferred by electronic banking, even if the transfer has been made from a credit card account or another account with an access card linked to it.

## Section 11

## How to report loss, theft or unauthorised use of your access card or pass code

11.1 If you believe your access card has been misused, lost or stolen or the pass code has become known to someone else, you must immediately contact us during business hours using secure messages in internet banking or in mobile banking app or the access card Hotline at any time.

*Please refer to How to contact us on the back page of these Conditions of Use.*

11.2 We will acknowledge your notification over the phone, or by using secure messages in internet banking or in mobile banking app to give you a reference number that verifies the date and time you contacted us. Please retain this reference number.

11.3 The access card Hotline is available 24 hours a day, 7 days a week.

11.4 If the access card Hotline is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the access card Hotline is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

11.5 If the loss, theft or misuse, occurs Outside Australia you must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:

a) with us by telephone or priority paid mail as soon as possible; or

b) by telephoning the VISA Card Hotline number for the country you are in.

**Visa Card Hotline**

Within Australia
**1800 862 265**

Outside Australia
**+1303 967 1090**

## Section 12

## How to report unauthorised use of electronic banking

12.1 If you believe that your pass codes for electronic banking transactions have been misused, lost or stolen, or, where relevant, your pass code has become known to someone else, you must contact us immediately. You can use secure messages in internet banking or in mobile banking app or telephone to contact us.

We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

12.2 If you believe an unauthorised transaction has been made and your access method uses a pass code, you should change that pass code.

## Section 13

## Using the access card

13.1 You agree to sign the access card upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of access card. You must ensure that any other cardholder you authorise also signs their access card upon receiving it and before using it.

13.2 We will use secure messages in internet banking or in mobile banking app to advise you from time to time:

a) what transactions may be performed using the access card;

b) what ATMs of other financial institutions may be used; and

c) what the daily cash withdrawal limits are.

*Please refer to the Fees and charges brochure for details of current transaction limits.*

13.3 You may only use your access card to perform transactions on those accounts we permit. We will use secure messages in internet banking or in mobile banking app or other method of communications like email or in writing to advise you of the accounts which you may use your access card to access.

13.4 The access card always remains our property.

## Section 14

## Using VISA for foreign currency transactions

14.1 You agree to reimburse us for any costs, fees or charges of any nature arising out of a failure to comply with any exchange control requirements or tax laws.

14.2 All transactions made in foreign currency (irrespective of where the transaction occurs) on the VISA Card will be converted into Australian currency by VISA Worldwide and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates OR the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the transaction).

14.3 All transactions made in a foreign currency (irrespective of where the transaction occurs) on the VISA Card are subject to a currency conversion fee payable to Cuscal Limited as the principal member of VISA Worldwide under which we provide you with the VISA card. Please refer to the Fees and charges brochure for the current currency conversion fee.

14.4 Some overseas merchants and ATMs charge a surcharge for making a transaction using your Visa card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

14.5 Some merchants and terminals allow the cardholder the option at the point of sale to convert the transaction into Australian dollars at point of sale. This is known as "Dynamic Currency Conversion." Please note that if you choose this option, then once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

**Please also note:** "transaction" includes any transaction in a foreign currency whether in Australia or overseas, such as purchasing goods or services at VISA outlets, making ATM withdrawals and payments via electronic banking.

## Section 15

## Additional access card

15.1 You may authorise us, if we agree, to issue an additional access card to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).

15.2 You will be liable for all transactions carried out by this cardholder.

15.3 We will give each additional cardholder a separate pass code.

15.4 You must ensure that any additional cardholders protect their access card and pass code in the same way as these ePayment Conditions of Use require you to protect your access card and pass code.

15.5 To cancel the additional access card you must notify us in writing. However, this cancellation may not be effective until the additional access card is returned to us or you have taken all reasonable steps to have the additional access card returned to us.

15.6 You will not be liable for the continued use of the additional access card from the date that you have:

a) notified us that you want it cancelled; and

b) taken all reasonable steps to have the additional access card returned to us.

*Please note that if you are unable to return the additional access card to us, we may require you to make a written statement describing the steps you have taken to return the card.*

## Section 16

## Use after cancellation or expiry of access card

16.1 You must not use your access card:

a) before the valid date or after the expiration date shown on the face of the access card; or

b) after the access card has been cancelled.

16.2 You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

## Section 17

## Exclusions of access card warranties and representations

17.1 We do not warrant that merchants or ATMs displaying access card signs or promotional material will accept the access card.

17.2 We do not accept any responsibility should a merchant, bank or other institution displaying access card signs or promotional material, refuse to accept or honour the access card.

17.3 We are not responsible for any defects in the goods and services you acquire through the use of the access card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

## Section 18

## Cancellation of access card or of access to electronic banking service or BPAY

18.1 You may cancel your access card, your access to electronic banking or BPAY at any time by notifying us using secure messages in internet banking, mobile banking app or in writing.

18.2 In order for us to protect our legitimate business interests:

(a) We may immediately cancel or suspend your access card or your access to electronic banking or BPAY at any time without giving you notice if we reasonably believe that you have not complied in a material respect with our Conditions of Use, for example:

i) where we believe there is a risk of fraud or for security reasons or if you breach these Conditions of Use;

ii) where you do not provide information or security details to us where requested;

iii) where you misuse an access method;

iv) where we are required to do so by a court order or by law;

v) to comply with relevant laws, for example anti-money laundering and counter-terrorism financing laws; or

vi) for any other reason we reasonably consider appropriate where we consider that your use may cause loss to you or us.

(b) We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such denial, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our employees or agents).

(c) In the case of an access card, we may cancel the access card by capture of the access card at any ATM.

18.3 We may cancel your access card or your access to electronic banking or BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.

18.4 In the case of an access card, you will be liable for any transactions you make using your access card before the access card is cancelled but which are not posted to your account until after cancellation of the access card.

18.5 In the case of electronic banking or BPAY, if, despite the cancellation of your access to electronic banking, or BPAY, you carry out a transaction using the relevant access method, you will remain liable for that transaction.

18.6 Your access card or your access to electronic banking or BPAY will be terminated when:

a) we notify you that we have cancelled your access card or your access method to the account with us;

b) you close the last of your accounts with us to which the access card applies or which has electronic banking or BPAY access;

c) you cease to be our member; or

d) you alter the authorities governing the use of your account or accounts to which the access card applies or which has electronic banking or BPAY access (unless we agree otherwise).

18.7 In the case of an access card, we may demand the return or destruction of any cancelled access card.

## Section 19

## Using BPAY Payments facility ("BPAY")

19.1 You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.

19.2 When you tell us to make a BPAY payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.

19.3 We cannot effect your BPAY instructions if you do not give us all the specified information or if you give us inaccurate information.

*Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.*

## Section 20

## Processing BPAY payments

20.1 We will attempt to make sure that your BPAY payments are processed promptly by participants in BPAY, and you must tell us promptly if:

a) you become aware of any delays or mistakes in processing your BPAY payment;

b) you did not authorise a BPAY payment that has been made from your account; or

c) you think that you have been fraudulently induced to make a BPAY payment.

*Please keep a record of the BPAY receipt numbers on the relevant bills.*

20.2 BPAY payment instruction is irrevocable.

20.3 Except for future-dated payments you cannot stop a BPAY payment once you have instructed us to make it and we cannot reverse it.

20.4 We will treat your BPAY payment instruction as valid if, when you give it to us, you use the correct access method.

20.5 You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay).

*Please note that you must provide us with written consent addressed to the biller who received that 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 that BPAY payment.*

20.6 A BPAY payment is treated as received by the biller to whom it is directed:

a) on the date you direct us to make it, if we receive your direction by the Cut Off Time on a banking business day;

b) otherwise, on the next banking business day after you direct us to make it.

c) Please note that the BPAY payment may take longer to be credited to a biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY payment as soon as they receive its details.

20.7 Notwithstanding this, a delay may occur processing a BPAY payment if:

a) there is a public or bank holiday on the day after you use internet banking or mobile banking app to instruct us to make the BPAY payment;

b) you use internet banking or mobile banking app to tell us to make a BPAY payment on a day which is not a banking business day or after the Cut Off Time on a banking business day; or

c) a biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

20.8 If we are advised that your payment cannot be processed by a biller, we will:

a) use secure messages in internet banking or mobile banking app to advise you of this;

b) credit your account with the amount of the BPAY payment; and

c) take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

20.9 You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY payment and later discover that:

a) the amount you paid was greater than the amount you needed to pay you must contact the biller to obtain a refund of the excess; or

b) the amount you paid was less than the amount you needed to pay you can make another BPAY payment for the difference between the amount you actually paid and the amount you needed to pay.

20.10 If you are responsible for a mistaken BPAY payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

## Section 21

## Future-dated BPAY payments

*Please note that this is an optional facility depending on whether we offer it.*

21.1 You may use internet banking or mobile banking app to arrange BPAY payments up to 60 days in advance of the time for payment. If you use this option you should be aware of the following:

a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.

b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY payment will not be made and you may be charged a dishonour fee.

c) You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.

d) You should contact us if there are any problems with your future- dated payment.

e) You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY payment on or after that date.

## Section 22

## Consequential damage for BPAY payments

22.1 This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

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

## Section 23

## BPAY View® special terms and conditions

23.1 You need to register in order to use BPAY View. Call 13 12 21 or visit our website to find out how to register.

23.2 If you register with BPAY View, you:

a) to our disclosing to billers nominated by you:

i) such of your personal information (for example your name, email address and the fact that you are our member or customer) as is necessary to enable billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and

ii) that an event in clause 23.3 (b), (c), (d), (e) or (f) has occurred;

b) agree to us or a biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement;

c) state that, where you register to receive a bill or statement electronically through BPAY View, you are entitled to receive that bill or statement from the applicable biller; and

d) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purposes of this clause we are the agent for each biller nominated by you under (a) above.

23.3 You may receive paper bills and statements from a biller instead of electronic bills and statements:

a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);

b) if you or a biller de-register from BPAY View;

c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;

d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;

e) if we are aware that you are unable to access your email or our website or a link to a bill or statement for any reason;

f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

23.4 You agree that when using BPAY View:

a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is deemed to have been received by you:

i) when we receive notification that your server has received the email notification, whether or not you choose to access your email; and

ii) at the email address nominated by you;

b) if you receive notification on our website without an email then that bill or statement is received by you:

i) when a notification is posted on our website, whether or not you choose to access our website; and

ii) at our website;

c) bills and statements delivered to you remain accessible through our website for the period determined by the biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;

d) you will contact the biller direct if you have any queries in relation to bills or statements.

23.5 You must:

a) check your emails or our website at least weekly;

b) tell us if your contact details (including email address) change;

c) tell us if you are unable to access your email or our website or a link to a bill or statement for any reason; and

d) ensure your mailbox can receive email notifications (eg. it has sufficient storage space available).

23.6 In cases where a biller is required by law to send bills or statements directly, we will provide you with information and instructions as to how such bills may be paid through BPAY View.

23.7 BPAY View billing errors

For the purposes of this clause, a BPAY View billing error means any of the following:

If you have successfully registered with BPAY View:

a) failure to give you a bill (other than because you failed to view an available bill);

b) failure to give you a bill on time (other than because you failed to view an available bill on time);

c) giving a bill to the wrong person;

d) giving a bill with incorrect details;

If your BPAY View deregistration has failed for any reason:

e) giving you a bill if you have unsuccessfully attempted to deregister from BPAY View.

You agree that if a billing error occurs:

f) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and

g) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.

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

## Section 24

## Regular payment arrangements

24.1 You should maintain a record of any regular payment arrangement that you have entered into with a merchant.

24.2 To change or cancel any regular payment arrangement you should contact the merchant or use secure messages in internet banking or mobile banking app to contact us at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.

24.3 Should your card details be changed (for example if your Visa Card was lost, stolen or expired and has been replaced) then you must request the merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the merchant may stop providing the goods and/or services.

24.4 Should your Visa Card or your accounts with us be closed for any reason, you should immediately contact the merchant to change or cancel your regular payment arrangement, as the merchant may stop providing the goods and/or services.

## Section 25

## PayTo

25.1 This section 25 applies in relation to your use or attempted use of PayTo and any Payment Agreement that is created for an account, and related PayTo Payments, if PayTo is available for your account, when we begin to offer PayTo. See the Summary of accounts and access facilities to determine whether PayTo is available for your account.

25.2 PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.

25.3 We will send certain PayTo notifications by email and/or SMS text message so you should ensure you have given us your current email address and mobile phone number and promptly tell us if they change. If we do not have a current email address or mobile phone number you will not receive some PayTo notifications from us.

### Creating a Payment Agreement

25.4 You can set up a Payment Agreement with a Merchant or Payment Initiator that offers PayTo as a payment option by providing the Merchant or Payment Initiator with a PayID you have created for your account or the account's

BSB and account number (being either the unique account number or your member number together with your account code e.g. S1). You are responsible for ensuring that the PayID or BSB and account number you provide for the purpose of establishing a Payment Agreement are correct. Any personal information or data you provide to a Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

25.5 You should not set up a Payment Agreement with a Merchant or Payment Initiator using only your BSB and member number without the unique account code (e.g. S1). If you do, we will reject the Payment Agreement.

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

25.7 After we receive notification that a new Payment Agreement has been created for your account, we will notify you with the details of the Payment Agreement by SMS text message and/or email and ask you to confirm your approval of the Payment Agreement through internet banking. If you do not have internet banking, you can contact us by telephone to approve or decline the Payment Agreement.

You may approve or decline any Payment Agreement at your discretion and we will record whether you approved or declined the Payment Agreement in the Mandate Management Service.

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

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

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

25.11 By approving a Payment Agreement, you:

a) authorise us to collect, use and store your name and account details and other details about you and the Payment Agreement from and in the Mandate Management Service; and

b) acknowledge that these details may be disclosed to NPP Australia Limited (who operates the Mandate Management Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your account and for related purposes; and

c) consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP regulations and procedures.

## PayTo Payments

25.12 We will process payment instructions we receive from a Merchant or Payment Initiator in connection with a Payment Agreement only if you have approved the associated Payment Agreement.

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

25.14 It is your responsibility to ensure you have sufficient funds in your account to process each PayTo Payment. We are not required to make a PayTo Payment if there are insufficient cleared funds in your account at the time the PayTo Payment is requested (see the 'Overdrawing an account' section for more information).

## Amending a Payment Agreement

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

25.16 If we are notified that a Merchant or Payment Initiator seeks to amend a Payment Agreement and that amendment requires your approval we will notify you of the amendment request by SMS text message and/ or email and request that you approve or decline the amendment. You may approve or decline an

amendment request presented for your approval through internet banking. If you do not have internet banking, you can contact us by telephone to confirm or decline the amendment request.

25.17 We will promptly record whether you approved or declined the Payment Agreement amendment request in the Mandate Management Service. If you tell us that you approve an amendment request the amendment will be active once we record your approval in the Mandate Management Service. If you decline a Payment Agreement amendment request, the Payment Agreement will not be affected by the amendment request and will continue as if the amendment request had not been submitted.

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

25.19 If a Payment Agreement amendment request requires your approval within a timeframe stipulated by the Merchant or Payment Initiator, or NPP, and you do not provide approval within that timeframe, the Payment Agreement amendment may expire and it will be treated as being declined by you.

25.20 You may instruct us to amend your name, PayID or BSB and account details in a Payment Agreement. You can also amend your PayID or BSB and account details in a Payment Agreement through internet banking.

Account details may only be replaced with a PayID or BSB and account number of an eligible account you hold with us. If you wish to amend the account details to refer to an account with another financial institution, you must cancel the Payment Agreement and contact the Merchant or Payment Initiator to create a new Payment Agreement with the new account details. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the detail of the Merchant or Payment Initiator, or another party.

### Pausing or resuming a Payment Agreement

25.21 You can pause and resume a Payment Agreement, or resume a paused Payment Agreement, through internet banking or by contacting us by telephone.

We will promptly act on your instruction to pause or resume a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator who is a party to the Payment Agreement will be notified each time you pause or resume a Payment Agreement.

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

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

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

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

### Transferring a Payment Agreement

25.26 It is not currently possible to transfer a Payment Agreement between accounts with us and accounts with another financial institution. If you want to change a Payment Agreement to an account with another financial institution, you must contact the Merchant or Payment Initiator to create a new Payment Agreement with the new account details.

### Cancelling a Payment Agreement

25.27 You can cancel a Payment Agreement at any time through internet banking or by contacting us by telephone. We will promptly act on your instruction to cancel a Payment Agreement by updating the Mandate Management Service.

The Merchant or Payment Initiator associated with your Payment Agreement will then be notified that you have cancelled the Payment Agreement.

25.28 A Payment Agreement may also be cancelled by the relevant Merchant or Payment Initiator. We will notify you through internet banking if we are notified that a Payment Agreement is cancelled by the Merchant or Payment Initiator.

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

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

## Migration of direct debits

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

25.32 If a Merchant or a Payment Initiator does this, you will be notified by them that your future payments will be processed from your account through PayTo and you will then have the option of telling the Merchant or Payment Initiator that you do not consent.

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

We will not seek your approval of a Payment Agreement that relates to a Migrated DDR.

25.34 Once the Migrated DDR Payment Agreement has been created by the Merchant or Payment Initiator, you and the Merchant or Payment Initiator will be able to amend, pause and resume and cancel the Payment Agreement in the same way as any other Payment Agreement as set out above.

25.35 If a direct debit arrangement ou have set up using only your member number (instead of either your unique account number or your member number together with your account code e.g. S1) is migrated to PayTo as a Migrated DDR, we will allocate it to any of your accounts that allow PayTo in our discretion and the account the Migrated DDR is set up for may be different than the account the direct debit arrangement was previously set up for. Where this is the case we may change the account we have allocated the Migrated DDR to in our discretion from time to time unless you have instructed us to change it to a specific account number (see 'Amending a Payment Agreement' above for information about how you can amend the account details in Payment Agreements).

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

a) authorise us to collect, use and store your name and account details and other details about you and the Payment Agreement from and in the PayTo Service;

b) acknowledge that these details may be disclosed to NPP Australia (who operates the PayTo Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your account and for related purposes; and

c) consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the PayTo Service as contemplated by the NPP regulations and procedures.

## General PayTo obligations

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

25.38 You must:

a) ensure that you carefully consider any Payment Agreement creation request or amendment request made in respect of your Payment Agreement and promptly respond to such requests;

b) ensure that all information and data you provide to us or to any Merchant or Payment Initiator that is authorised to use PayTo is accurate and up-to-date;

c) not use PayTo to send threatening, harassing or offensive messages to a Merchant, Payment Initiator or any other person;

d) where we allow you to provide a payment description or reference in connection with a Payment Agreement you must ensure that it does not contain, refer to or link to:

   i) any swearing, profanity or offensive, discriminatory, threatening or abusive content;

   ii) any information that is confidential or must be kept secret;

   iii) 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);

   iv) anything which infringes the intellectual property rights of any person; or

v) anything which is illegal or seeks to promote illegal activity;

e) comply with all applicable laws in connection with your use of PayTo;

f) promptly consider, action and respond to any Payment Agreement creation request, amendment request or other notification we send you;

g) immediately notify us if you no longer hold or have authority to operate the account from which payments under a Payment Agreement you have approved or permitted to be created are being or are to be made;

h) promptly notify us if you receive a Payment Agreement creation request or amendment request or become aware of PayTo Payments being processed from your account that you are not expecting, or experience any other activities that appear suspicious, fraudulent or erroneous;

i) promptly notify us if you become aware of a PayTo Payment being made from your account that is not permitted under the terms of your Payment Agreement or that was not approved by you; and

j) comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.

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

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

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

25.42 If you notify us of a PayTo Payment being made from your account that is not permitted under the terms of your Payment Agreement or that was not approved by you and submit a claim, we will acknowledge your claim within 1 business day and provide a formal response to your claim within 30 business days. If the claim is founded, we will refund the PayTo Payment to your account.

### Liability for PayTo

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

a) processing PayTo Payments under a Payment Agreement which you have approved or are deemed to have approved;

b) you failing to properly consider or promptly respond to any Payment Agreement creation request or amendment request we send you;

c) you failing to properly consider and action any notification we send you in relation to any Payment Agreement;

d) you or a Merchant or Payment Initiator pausing, resuming or cancelling a Payment Agreement; or

e) any delay or failure in respect of a Payment Agreement or a PayTo Payment being processed due to the unavailability or failure of the PayTo Service; except to the extent such loss is caused by us failing to comply with our obligations relating to PayTo under these terms and conditions or our fraud, negligence or wilful misconduct (including our employees, contractors and agents).

## Section 26

## Electronic credits

26.1 Electronic credits to your account are credited to your account in accordance with our obligations under the rules, regulations and procedures of the payment or funds transfer system that the electronic credit was received through.

26.2 Direct credits (which do not include NPP Payments received for your account) received daily are processed no later than 9am the next working day.

26.3 NPP Payments received for your account will be credited to your account as soon as reasonably practicable.

26.4 We are not liable for any delay in the crediting of your payment to your nominated account.

26.5 Payments made to accounts in error may be recalled by the remitting institution. We do not accept liability for funds credited in error to accounts due to incorrect account number and/or account name being supplied by the remitter.

- Where there are sufficient funds to cover the recalled amount, We will debit the account credited for the amount of the incorrect credit
- Where there are insufficient funds to cover the recalled amount, the member agrees to incur and repay the debt up to the amount of the recalled amount and any associated fees incurred in retrieving these funds where the amount exceeds the balance of the account credited. We may also exercise discretion based on an appropriate weighting of your interests and the information reasonably available to us about the circumstances of the payments made in error, in deciding whether we should pursue the return of the funds to the total value of the payment made in error, pursue a return of the partial amount of the total value of the payment made in error or not peruse a return of the funds (whether partial or total).

26.6 Payments received with invalid account details will be either credited to the correct account, where the account can be identified, or returned to the remitter.

26.7 We may hold, delay crediting or reject an electronic credit for your account:

- to comply with our legal or regulatory obligations;
- where we reasonably suspect fraudulent, illegal or improper conduct, to investigate whether the electronic credit is associated with fraudulent, illegal or improper conduct;
- where you do not provide information to us that we reasonably request in relation to the electronic credit; or where doing so is reasonably necessary to avoid you or us suffering loss or to otherwise protect our legitimate business interests.

## Section 27

## Direct debits

27.1 You can authorise a participating remitter to debit amounts from your account, as and when you owe those amounts to the remitter. The remitter will provide you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to provide them with this authority.

27.2 To cancel a DDR Service Agreement, you can contact either the remitter or us. If you use secure messages in internet banking, mobile banking app or contact us by telephone we will promptly take action to cancel the facility.

27.3 If you believe a direct debit initiated by a remitter is wrong you may contact us. You may also contact the remitter to try to resolve the issue. If you give us the information we require, we will forward your claim to the remitter. However, we are not liable to compensate you for your remitter's error.

27.4 If you set up the payment on your Visa card, please contact us directly about unauthorised or irregular debits.

27.5 We can cancel your direct debit facility, in our reasonable discretion, if 3 consecutive direct debit instructions are dishonoured. If we do this, remitters will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the remitter may charge you a fee for each dishonour of their direct debit request.

27.6 If you have authorised a remitter to debit your account as a direct debit and the remitter migrates the direct debit arrangement to PayTo, the direct debit arrangement will cease to

be a direct debit arrangement and will instead be treated as a PayTo Payment Agreement (see section 25 of the Electronic Access Facilities and ePayments Conditions of Use for more information about PayTo and Migrated DDRs).

## Section 28

## Confirmation of Payee Service

29.1 Definitions:

- **Account details** means our record of your account with us containing account details including BSB, account number, account name, your full legal account name, any other name you prefer us to use your account activity.
- **Confirmation of Payee service** means the service which enables you to confirm the account name of the BSB and account number you want to make a payment to.
- **Payment** means electronic payment cleared and settled by participating financial institutions.
- **Privacy Law** means the *Privacy Act 1988* (Cth) and regulations made under that act.

### Confirmation of Payee

29.2 The Confirmation of Payee service is available to you from the date we announce on our website. It allows you to confirm the account name of the BSB and account number you want to make a payment to.

### Conducting a Confirmation of Payee Lookup

29.3 For a payment using a BSB and account number (for clarity purpose, that is for a payment not using a PayID), it is your responsibility to ensure the BSB and account number you want to pay to is correct. The Confirmation of Payee Service may provide you with a view on the likelihood that the account name you enter matches the account. If the Confirmation of Payee Service response indicates that the details do not look right, you should check the account details with the intended recipient before proceeding with the payment.

29.4 You must not misuse the Confirmation of Payee Service in breach of these terms and conditions. We may limit or suspend your use if we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activities that might cause you or us to lose money.

### Privacy

29.5 We will ensure your account details are accurately recorded by us for the use of the

Confirmation of Payee service.

29.6 You acknowledge and authorise:

29.6.1 us to use and disclose your account details in the Confirmation of Payee service; and

29.6.2 payers' financial institutions to use your account details for the purposes of the Confirmation of Payee service and prior to making payments to you.

29.7 To the extent your account details and the use of your account details constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use.

29.8 You may opt-out of the Confirmation of Payee service in some circumstances. Please contact us at 1 800 862 265.

29.9 Notwithstanding opt-out of the Confirmation of Payee service, you acknowledge and authorise us to confirm, disclose, store and use your account details through the Confirmation of Payee service to government agencies for the purposes of making a payment to you by government agencies.

29.10 You may provide alternative names to be recorded on your Account in some circumstances. Please contact our Contact Centre at the following telephone numbers:

- Australian Mutual Bank - 13 61 91
- Firefighters Mutual Bank – 1800 800 225
- UniBank – 1800 864 864
- Health Professionals Bank - 1800.472 265
- Teachers Mutual Bank – 13 12 21

## Section 29

## Click to Pay

### Enrolment

30.1 You must enrol your Visa Card before you can use Click to Pay. We may enrol your card for you by sharing your card and contact details with Visa to create or link your Visa Click to Pay profile. You may also enrol directly with Visa. We may determine whether a card is eligible for Click to Pay and may enrol, refuse to enrol, suspend or remove a card from Click to Pay where the card is cancelled, no longer eligible, or where we reasonably consider it necessary to comply with applicable law, our policies or the scheme rules.

### Issuer-offered Click to Pay and Visa-offered Click to Pay

30.2 If we have already enrolled your card, it will not be eligible for Visa-offered Click to Pay. Any

later attempt to enrol that card with Visa, or to accept Visa's terms for that service, will not create a separate agreement between you and Visa. Visa may also share information you provide during that attempted registration with us so we can help enrol your card in our bank-offered service.

**Use of your information**

30.3 Once enrolled, your profile details may be used to automatically fill in checkout fields at participating merchants. You must make sure the information is accurate and up to date, and that you are the cardholder or an authorised user of the linked card. Visa, merchants and relevant third parties may use and share your Click to Pay profile data and transaction information to process the transaction and to provide related card services.

**Privacy**

30.4 We handle your personal information under our Privacy Policy. Visa, merchants and relevant third parties may use and share your Click to Pay profile data and transaction information as needed to operate the service, process transactions and meet legal obligations, including overseas processing under Visa's privacy notices.

**Your obligations**

30.5 You must use Visa Click to Pay lawfully and must not misuse, disrupt, or attempt to gain unauthorised access to the service, infringe on anyone's rights, or copy, reverse engineer or otherwise exploit any part of it.

You are responsible for the security of your device, card details and credentials. The service may support biometric or passcode authentication, governed by your device manufacturer's terms. Contact us immediately if you suspect your card or credentials have been compromised.

**Purchases, disputes and liability**

30.6 Transactions made through Visa Click to Pay are solely between you and the merchant. Visa facilitates Click to Pay but is not a party to the transaction or any payment to or from a merchant. Any issue with goods or services should be taken up with the merchant. We and Visa are not responsible for those goods or services. Disputes or unauthorised transactions will be handled under these Conditions of Use, the ePayments Code, Visa scheme rules and applicable law, including any available chargeback rights. To the extent the law allows, neither we, Visa nor our processing partners will be liable for any losses arising from use of the service.

**Changes, opt-out and removal**

30.7 Visa may change or discontinue the service at any time, and

we may update these terms accordingly. Your continued use of Visa Click to Pay after any change means you accept the updated terms. Use of Visa Click to Pay is entirely optional, so contact us at any time to remove your card or opt out.

# About The Customer Owned Banking Code of Practice

The Customer Owned Banking Code of Practice, the code of practice for mutual banks, credit unions and mutual building societies, is an important public expression of the value we place on improving the financial wellbeing of our individual members and their communities.

**Our promises to you are:**

1. We will deliver banking services in the interests of our customers.
2. We will obey the law.
3. We will not mislead or deceive.
4. We will act honestly and fairly.
5. We will offer products and services that are fit for general purpose.
6. We will deliver services with reasonable care and skill.
7. We will contribute to our community.

**You can download a copy of the Customer Owned Banking Code of Practice from our website.**

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice, you can contact:

**Customer Owned Banking Code Compliance Committee**
**PO Box 14240**
**Melbourne VIC 8001**

**Phone:** 1800 367 287
**Fax:** 03 9613 7481
**Email:** info@codecompliance.org.au
**Web:** https://cobccc.org.au/

The Code Compliance Committee (CCC) is an independent committee, established in accordance with the Code, to ensure that subscribers to the Code are meeting the standards of good practice that they promised to achieve when they signed up to the Code. The CCC investigates complaints that the Code has been breached and monitors compliance with the Code through mystery shopping, surveys, compliance visits and complaint handling.

Please be aware that the CCC is not a dispute resolution body. To make a claim for financial compensation we recommend you contact us first. If you are not satisfied with our response, you can contact our external dispute resolution provider, the Australian Financial Complaints Authority (AFCA), directly. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

For the current contact details for AFCA please refer to our Complaints and dispute resolution brochure.

**Website:** www.afca.org.au
**Email:** info@afca.org.au
**Telephone:** 1800 931 678 (free call)
**In writing:** GPO Box 3
Melbourne, VIC 3001.

## Need more information, we're here to help

Send us a secure message within Internet Banking or via the mobile banking app.

## 1800 862 265

8am to 7pm, weekdays
9am to 3pm, Saturday

## Card hotline

To report the loss, theft or unauthorised use of your card:

- **Within Australia call** 1800 862 265.
- **Outside Australia – for Visa cards:**
  - Please contact us before you travel overseas for the current Visa hotline arrangements.
  - Or call +1303 967 1090.

## Printed on 100% recycled paper

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