

Access Methods – Terms & Conditions

Version 30 April 2018

In this document, the words, 'Lender' and 'Manager' have the same meaning as in your loan agreement. The Manager may seek assistance in relation to your problem or question from AFG Securities Pty Limited (the 'Service Manager'). You can contact the Service Manager by calling 1800 629 948 or writing to PO Box 710, West Perth WA 6872. Cards and direct services are issued and operated under agreement with the Service Manager by Cuscal Limited (ABN 95 087 822 455). BPAY® payments are processed under agreement with the Service Manager by Cuscal Limited (ABN 95 087 822 455) & BPAY® Pty Limited (ABN 69 087 822 455).

Transactional banking, account details and internet banking are hosted under agreement with the Service Manager by Data Action Pty Limited (ABN 32 008 102 690).

A reference to 'we/us/our' in these terms and conditions includes the third party providing the access methods, the Service Manager, the Lender and the Manager acting alone or together.

These terms and conditions govern the ways you can access funds in your loan agreement account. They apply in addition to the terms set out in your loan agreement, including the AFG General Terms and Conditions.

Acting reasonably, we can change any term of these terms and conditions. You will be notified in accordance with applicable laws on or before the day the change takes effect. We may notify you of any changes electronically, including by email or by a notice on our internet banking website.

1. How can you access your loan funds?

We may offer you access to your account by the following access methods:

- (a) card;
- (b) internet (including BPAY® Payments and Funds Transfer);
- (c) direct debits and credits.

Some or all of these access methods may not always be available. You can contact us to check their availability.

So you can use the access methods, you may be given a client number, personal identification number (**PIN**), SMS and/or a combination of all these. Together, these are called the 'access codes'. We may cancel an access code at any time without notice if we reasonably believe its use may cause loss to you or to us.

If you use an AFG Securities Pty Limited authorised mobile app, after the first use, your mobile device may allow you to set an alternative access method, such as a PIN or biometric recognition. These are also called 'access codes'. These methods allow you to use functionality stored on your mobile device to access our mobile app instead of using the access code supplied. You authorise us to act on any instruction to us using the mobile app using these alternate access methods.

The access methods may be subject to certain fees or restrictions, such as daily transaction limits set by us. You will need to check your account details to verify if any such restrictions apply.

Some fees and charges relating to the access methods are contained in your loan

agreement. Merchants and other institutions with whom you correspond by using the access methods may charge additional fees and may impose additional obligations or restrictions (for example, minimum spend rules before using your card).

If you hold a business account, where specified, that part of these terms and conditions does not apply. A business account is an account which is primarily used by a business and is established for business purposes.

2. Key contacts

Please contact the Service Manager if you need to report that the security of any access method has been breached (for example, there has been unauthorised access to your account over the internet, or your card has been lost or stolen). You should contact the Service Manager in respect of any problems or questions relating to the access methods.

If your card is lost or stolen, you must contact a dedicated phone number which is available to you to report these instances. Within Australia, call the VISA Card Hotline 24 hours a day, 7 days a week on 1800 648027 (overseas or Sydney Metropolitan area 02 8299 9101) as soon as possible to report your lost or stolen card.

If your card is lost or stolen outside of Australia, you should contact the above VISA Card Hotline or the VISA Card Hotline in the country you are staying (which you should obtain from the Service Manager prior to going overseas), or notify any financial institution displaying the Visa logo. You should also advise the Service Manager by phone as soon as possible.

3. Who provides the access methods?

The access methods are provided by third party suppliers. The Lender, the Service Manager and the Manager accept no liability whatsoever in relation to the provision of any access methods.

You must ensure that neither we nor any third party supplier suffer any loss as a result of any access methods being made available to you. Any loss which we or the third party supplier incur as a result of making the access methods available to you may be recovered from you by us or by the third party supplier.

4. Who can use the access methods?

WARNING: Generally, any borrower will be entitled to use any of the access methods. Accordingly, if you have entered into this loan as a joint borrower, each borrower can bind each other borrower. Any borrower will be able to access the account. All borrowers will be obliged to repay any and all of the debt, even if a borrower did not benefit equally from the funds. You should maintain significant security in relation to the access methods.

We may give access to your account to any person supplying the relevant access code and we may process transactions authorised by that person. We can debit your account and you are liable for all transactions conducted by anyone to whom you have given your access codes (even if that transaction is not authorised by you).

You may instruct us to block access to your account(s) using the access methods.

If you authorise anyone to use the access methods, you will be liable for any use of the services by that person, including transactions on any account (even if that transaction is not authorised by you).

WARNING: ACCOUNT AGGREGATION SERVICES. Some companies provide

account aggregation services that allow you to view account information from different institutions on the one webpage or download your account statements. To use an account aggregation service, you are usually required to give the service provider your account details and your access codes. We do not endorse, promote or authorise the use of account aggregation services in connection with your account(s). If you disclose any access code(s) to another person, you will be liable for any transactions on your account(s) made by that person using that access code(s).

5. What are we not liable for?

Subject to any warranties implied by law that cannot be excluded, we are not liable or responsible for any loss or damage arising out of:

- (a) errors, inaccuracies, omissions, interruptions, viruses or defects in the access methods or which arise from the use of the access methods;
- (b) delays resulting from failure of the communications network or ancillary equipment outside our control which supports the access methods;
- (c) failure of any or all of the access method to perform a function in whole or in part;
- (d) any inability to use the access methods;
- (e) reliance on information obtained through use of the access methods;
- (f) anything arising from your use of the access methods.

If an error, inaccuracy or omission occurs and you advise the Service Manager in writing, we will endeavour to correct your concern within three business days of notification. If we cannot, we will inform you when we expect to complete the correction.

If our liability for a breach of warranty implied by law cannot be excluded, to the maximum extent allowed by the law and at our option, our liability is limited to:

- (a) the re-supply of the information or services to you (including the correction of any errors in your account); or
- (b) the payment of the cost of having the information or services re-supplied to you.

Your access to the access methods may be automatically denied after unsuccessful attempts to enter the relevant access codes. If this happens, you must contact the Service Manager to obtain access to the access methods.

6. Security

You must keep your access codes and cards (and any records of the details of these) secure.

You must do everything necessary to ensure that your access codes and card are not misused, lost or stolen. If your access codes or card are misused, lost or stolen, you must tell the Service Manager as soon as possible. If you breach any term in this document, you may be held liable for any unauthorised transactions.

You must contact the Service Manager as soon as possible if you suspect that any access code is known to an unauthorised person.

7. Access codes

Access codes should be memorised, and any correspondence notifying you of an access code should be destroyed.

You must not:

- (a) disclose voluntarily to anyone (including family or friends) any of your access codes;
- (b) if you choose your own access code, select numbers that represent your date of birth or any other number which can be readily identified with you (such as the numerals corresponding to your name or your phone number);
- (c) indicate your PIN anywhere on your card or anywhere near where you keep your card without making a reasonable attempt at disguising the PIN;
- (d) record any access code on a device (such as a smartphone) that could be used to perform a transaction, or anything carried with the device or anything liable to loss or theft with the device, unless you make a reasonable attempt to protect the security of the access codes; and
- (e) keep a written record of all or any access codes required to perform a transaction on one or more things which are likely to be lost or stolen at the same time without making a reasonable attempt to protect the security of the access codes.

You must:

- (a) always act with care and protect the security of your access codes;
- (b) avoid your access codes being recorded or copied when accessing the access methods;
- (c) keep any record of your access codes separate and apart from each other (including separate from your card) so that they are not liable to loss or theft simultaneously;
- (d) always log off from the internet when you have finished an internet access session;
- (e) if using a public computer or mobile device to access internet access, clear the computer or device cache or history after you use internet access; and
- (f) take appropriate steps to ensure any device you use to access an electronic access channel is protected against computer viruses and unauthorised access.

Interactive services access codes must be a minimum of 8 and a maximum of 16 alphabetical/numerical characters. It is also highly recommended that you change your access codes frequently.

You must not act with extreme carelessness in failing to protect the security of your access codes.

8. Cards

You must sign your card as soon as you receive it.

Do not give your card to anyone else (including family or friends) or allow anyone else to use it.

You must always keep your card with you and check regularly that you still have it.

You must destroy any expired card.

9. When you are not liable for losses

This clause does not apply to a business account. If your account is a business account, you are liable for all transactions made on your account, whether they are authorised by you or not.

If transactions not authorised by you are processed against your account, you must inform us as soon as you become aware of these. You will not be liable for unauthorised transactions:

- (a) if it is clear that you have not contributed to the loss, or for transactions that you could not have known about;
- (b) that are caused by the same transaction being incorrectly debited more than once to the same account;
- (c) that took place before you received any relevant card or access codes;
- (d) that are caused by fraudulent or negligent conduct by our employees or agents, a third party supplier involved in our networking arrangements, or by a merchant or their employees or agents;
- (e) that relate to a device, card or access code which is forged, faulty, expired or cancelled;
- (f) that occur after you inform us that your card or the access code has been lost or stolen or the security of the access code has been breached;
- (g) that result from an unauthorised transaction that can be made using an identifier without a card or PIN;
- (h) that arise because the VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to the Service Manager as soon as possible during business hours; or
- (i) that would exceed the amount of your liability to us had we exercised our rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations.

10. When you may be liable for losses

This clause does not apply to a business account. If your account is a business account, you are liable for all transactions on your business account, whether they are authorised by you or not.

You will be liable for the actual loss suffered before you notify the Service Manager of the misuse, loss, theft or breach of security of the access methods if we can prove on the balance of probability that you have contributed to the loss by:

- (a) acting fraudulently; or
- (b) breaching the access code security requirements set out in this document under clause 7.

However, if the access method was a card or the internet, you will not be liable for any portion of the losses incurred:

- (a) on any one day that exceed the daily transaction limit;

- (b) in a period that exceeds any other periodic transaction limit applicable to the relevant period;
- (c) that exceeds the credit limit applying to your account during the period; or
- (d) on any account that you and we agree could not be accessed by way of the access methods.

Where more than one access code is required to perform a transaction and we prove:

- (a) that the security of an access code(s) has been breached, but not all of the required codes; and
- (b) we can prove on the balance of probability that a breach of security of the access code(s) was more than 50% responsible for the losses when assessed together with all the contributing causes,

then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your access code or card or a breach of the access code security requirements.

If we can prove on the balance of probability that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification to the Service Manager that the security of your access codes has been compromised after you become aware of the misuse, loss, theft or breach, you will be liable for the actual losses incurred between:

- (a) the time you first became aware (or should reasonably have become aware) of any of these events; and
- (b) the time the Service Manager is actually notified of the relevant event.

However, you will not be liable for any loss on any day, or in any period which exceeds any applicable transaction limit for that day or period, and you will not be liable for loss in excess of the credit limit (if any) of your account.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction that required one or more access codes to perform the transaction, your liability will be limited to the lesser of:

- (c) \$150;
- (d) the credit limit of the account from which value was transferred in the unauthorised transaction at that time; or
- (e) the actual loss suffered at the time we are notified that the security of your access code was breached.

You are liable for losses that result from unauthorised transactions if they result from you leaving your card in an ATM, as long as the ATM incorporated reasonable safety measures to mitigate the risk of a card being left in the ATM.

11.Changes, suspension and termination of access methods

We can change, suspend or cancel any one or more of the access methods at any time without notice, subject to any applicable law or relevant codes of conduct to which we have subscribed.

We do not warrant that any of the access methods will operate at any time. You should promptly advise us of any faults or unavailability of an access method.

12. Termination of use

You can end your use of any of the access methods at any time by notifying the Service Manager in writing.

13. Resolving disputes

This clause does not apply to a business account. If your account is a business account, any complaint will be dealt with in accordance with any industry or other code of practice which is applicable and which is binding on us, or will otherwise be dealt with as we see fit.

If you have a problem, please contact the Service Manager. The Service Manager may require you to put your problem in writing so that it can be fully investigated. The Service Manager will try to resolve it as soon as possible. For more information on how we will deal with a dispute or complaint, please read the Dispute Resolution Procedures brochure.

14. Transaction Limits

We may limit the amount which may be redrawn (withdrawn or transferred) from your account. At no time should your total redraws exceed the amount of cleared available funds in your account. You can find out these limits by contacting us.

Should your redraws exceed the amount of cleared available funds in your account, we may:

- (a) dishonour any payment instruction given; and
- (b) charge you an administrative fee as advised to you from time to time (whether or not we allowed the excess withdrawal).

You acknowledge that third party organisations, including merchants, BPAY Billers or other financial institutions, may impose additional restrictions on the amount of funds that may be redrawn (withdrawn, paid or transferred).

In cases where our computer system is not functioning, transactions requiring PIN generation or Visa Authorisation may be restricted. In these circumstances, your limit may be reduced to an amount of approximately \$200 (this value may vary in relation to Visa Authorised transactions).

Your limit may be varied from time to time on a temporary or permanent basis at our discretion. If we decide to vary your limit, we will provide you with at least 20 days' written notice before the variation takes effect.

15. Accessing the interactive services

(a) Accessing the interactive services

Interactive services means services provided via internet banking or mobile banking. To access the interactive services, you need an access code.

(b) Your instructions

When you use the interactive services, your instructions may be carried out if they:

- (i) are permitted by these terms and conditions; and
- (ii) comply with any directions on how to use the interactive services.

We may postpone processing a transaction if we need further information from you or

from an authorised third party.

When you or anyone authorised by you gives us instructions using the interactive services, we may not be able to stop the transaction authorised by those instructions. You are responsible for ensuring that the instructions are correct.

When you transact using the interactive services, you will be provided with an electronic receipt.

(c) **Our liability**

Subject to any warranties implied by law that cannot be excluded, we are not responsible for, or liable for loss, damage or interruption arising out of:

- (i) errors, inaccuracies, omissions, interruptions, viruses or defects where you were aware, or should have been aware, that the interactive services or any system or related equipment was malfunctioning, other than the refund of any charges or fees imposed on you as a result of the system being unavailable or malfunctioning;
- (ii) delays resulting from failure of the communications network or ancillary equipment outside our control which supports the interactive services;
- (iii) reliance on information obtained through use of the interactive services; or
- (iv) failure of the interactive services to perform a function in whole or in part.

If an error, inaccuracy or omission occurs and you advise the Service Manager in writing, we will endeavour to correct your concern within three business days of notification. If we cannot, we will inform you when we expect to complete the correction.

If our liability for a breach of warranty implied by law cannot be excluded, to the maximum extent allowed by the law and at our option, our liability is limited to:

- (i) the re-supply of the information or services to you (including the correction of any errors in your account); or
- (ii) the payment of the cost of having the information or services re-supplied to you.

Your access to interactive services may be automatically denied after unsuccessful attempts to enter the relevant access codes. If this happens, you must contact the Service Manager to obtain access to the interactive services.

(d) **Recorded transactions**

We can, at our discretion, make electronic copies (including recordings) of or monitor any transaction conducted via internet for the purpose of accuracy and security.

(e) **BPAY®**

If a BPAY® transaction is made after 5:00pm Eastern Standard Time or on a non-business day, the transaction may be processed the following business day subject to the biller's financial institution and processing times. Specific limits may apply to BPAY® payments.

(f) **Information on your account**

If we are instructed to do so, we will credit amounts to your account as soon as practicable after we receive them. Those amounts are then not available until they are cleared (which in some cases may take up to five business days).

We are under no obligation to process any transactions which you make on the day you make them. However, we will endeavour to process transactions (other than BPAY®):

- (i) made before 4pm Australian Eastern Standard Time on any business day, on that day;
- (ii) made after 4pm Australian Eastern Standard Time on any business day, on the next business day;
- (iii) made on any day other than a business day on the next business day.

You agree that any request for an account balance or information you make in relation to any account that is regulated by the National Credit Code is not a request under section 36 of that Code (which sets out certain requirements in relation to providing information).

16. Cards

(a) **Additional Cardholders**

If there is more than one of you, you may ask us to provide a card to each of you.

Each of you are jointly and severally bound to comply with these terms and conditions, and you are liable for all amounts which are owing to us at any time on the joint account.

(b) **Purchasing goods from a merchant**

Your account will be debited with any purchases made using your card.

We are not responsible if a merchant refuses to accept or honour your card.

The merchant may charge a different price for goods or services when you pay with card rather than with cash.

We do not accept any responsibility for the goods or services purchased with your card.

You should ensure that the correct amount is entered by the merchant or written in the total box on the sales voucher before you authorise the transaction. As your instructions to us to debit your account and pay another person will be regarded as being final and irrecoverable once processed, you must contact the merchant with any disputes regarding incorrect charging.

You agree that the amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the price of the goods or services to which the voucher or withdrawal slip relates.

You must not use your card to pay for any illegal purchase.

(c) **Obtaining cash**

We will debit your account with any cash withdrawals you make using your card.

Individual ATMs may not have money available. An EFTPOS terminal may not accept your card. If an ATM does not return your card, you should contact the Service Manager.

You may use your card to obtain cash from your account up to the maximum we specify from time to time. You may not obtain cash in an amount that exceeds your daily transaction limit.

Obtaining cash through an ATM or EFTPOS terminal is subject to conditions of use specified by the supplier. When completing a transaction, you must ensure that the details are correct prior to authorisation and you should retain for your records any receipt or voucher issued.

(d) **Your loan account**

We will debit the amount of any purchase made (including all mail and telephone orders placed by quoting the Visa card number) or cash obtained using your card to the loan account to which the card is linked.

Transactions will not necessarily be processed to your account on the same day.

(e) **Transactions outside Australia**

Your card can be used overseas through any ATM or bank branch displaying the Visa or Visa Plus logo.

Use of your card outside of Australia requires compliance with any exchange control requirements, including any tax laws governing the use of the card. You must indemnify us against any liability, loss, fees, charges and costs arising from your failure to comply with them.

Before travelling overseas, you should consult with the Service Manager to obtain the VISA Card Hotline for the countries that you will be visiting.

All foreign currency transactions made on the VISA card will be converted into Australian dollars by VISA International using a wholesale market rate or the government mandated rate that is in effect one day prior to the processing date. All foreign currency transactions are subject to a currency conversion fee which will be included in the amount debited to your account.

The minimum transaction amount available via an overseas ATM or bank may vary according to their limit requirements.

Some overseas merchants and banks may charge a surcharge for making a transaction. Once you have confirmed the transaction, you will not be able to dispute the surcharge.

A fee may be charged by the foreign institution when you use your card at an ATM or bank overseas.

(f) **No deposits at an ATM**

You may not make a deposit into your account at an ATM.

(g) **Expiry date**

Your card is only valid during the period stated on the card. You must not attempt to use your card after the expiry date. You must destroy an expired card.

We may automatically issue a new card to you before the expiry date without notifying you.

If you do not wish to receive a replacement card, you must notify us before the expiration date of the current card. Reasonable time must be given beforehand to arrange cancellation of the issue of a replacement card.

(h) **Replacement cards**

We may issue a replacement card to you at any time. You may order a replacement card at any time by contacting the Service Manager. A fee may apply for issuing the replacement card.

(i) **Cancelling your card**

The card remains the property of Cuscal Limited ABN 95 087 822 455 at all times. We can cancel your card at any time, even if:

- (i) you are not in default; or
- (ii) we have not cancelled your line of credit account.

You may cancel your card at any time by contacting the Service Manager.

If you or we cancel your card:

- (i) you must immediately destroy your card(s) and return them to us (cut in half); and
- (ii) we may at our discretion refuse to honour any transactions using the cancelled card(s) which take place after cancellation.

This will not affect any transaction using any other card which has not been cancelled.

You will be liable for authorised transactions on your card before and after that card has been cancelled.

(j) **Disputes**

This clause does not apply to a business account. If your account is a business account, any complaint will be dealt with in accordance with any industry or other code of practice which is applicable and which is binding on us, or will otherwise be dealt with as we see fit.

If you believe that an error has occurred in relation to your card (including in relation to any entries on a statement of account), you must tell the Service Manager as soon as possible. For more information on how we will deal with a dispute or complaint, please read the Dispute Resolution Procedures brochure. A copy of this brochure will be made available to you.

17. Direct debits and credits

You can arrange for direct credit payments, which can be either inbound or outbound. An inbound direct credit payment occurs when your salary or other regular payment is credited

directly to your account. An outbound direct credit occurs when you ask us to transfer funds to a third party on your behalf or to another account with us held by you.

You can arrange for direct debit payments, which can be either inbound or outbound. An inbound direct debit payment occurs when you ask us to take a payment from an account held by you with a third party. An outbound direct debit occurs when you authorise a third party to take a payment from your account with us.

We may permit you to arrange for credits or debits to be made on a recurring basis.

You may need to quote a BSB number and your full account number to access these services. Your BSB number is 806-007.

You must give us correct information. We do not check and are not responsible for checking that any information you supply is correct. You are liable for any credits or debits we carry out in accordance with your instructions.

You must ensure that there are sufficient cleared funds available for us to process a credit or debit. If we attempt to process a credit or debit and there are insufficient available funds in your account, then the credit or debit may be dishonoured and we will charge you a fee.

Where the date for a credit or debit date falls on a day which is not a business day, you must ensure that your account has sufficient available funds for the credit or debit to be processed on the business day.

We will decide the order in which credits or debits will be processed.

We do not guarantee that any credit or debit will be made on the day or at the time requested. We will endeavour to complete the transaction as soon as practicable after the requested time.

We have the right to decline your authorisation for any transaction if we are uncertain for any reason of the authenticity or validity of the authorisation or your legal capacity to give the authorisation. 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 our action.

(a) **Direct credit payments**

You can arrange for an inbound direct credit by providing your full account details (including BSB) to the third party who will be crediting funds to your account with us. To setup, cancel or amend such a direct credit, you will need to make arrangements directly with the third party.

If any amount is credited to your account and you have no entitlement to that payment, the transaction may be reversed.

We will credit your account in accordance with the account details supplied by the third party providing the credit. Incorrect account details may result in funds being credited to the incorrect account, delays in crediting of payments, or return of payments to the third party crediting the funds.

You can arrange for an outbound direct credit by providing the Service Manager with the full details of the account which is to be credited (including the BSB, account number and account name). An outbound direct credit can also be set up through the interactive services.

Outbound direct credits are irrevocable. You cannot stop an outbound direct credit once you have instructed us to make it and we cannot reverse it (the only exception being future-dated payments which have not been processed).

We will treat your outbound direct credit instruction as valid if, when you request it, you use the correct access codes.

An outbound direct credit is treated as received:

- (i) on the date you direct us to make it, if we receive your direction by 4pm Australian Eastern Standard Time on a business day; and
- (ii) otherwise, on the next business day after you direct us to make it. The outbound direct credit may take longer to be credited if you tell us to make it on a Saturday, Sunday or a public holiday.

Notwithstanding this, a delay may occur processing an outbound direct credit if:

- (i) there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
- (ii) you tell us to make an outbound direct credit on a day which is not a business day or after 4pm Australian Eastern Standard Time on a business day; or
- (iii) another financial institution participating does not comply with its obligations.

If we are advised that your outbound direct credit cannot be processed, we will:

- (i) advise you of this; and
- (ii) credit your account with the outbound direct credit amount.

(b) Direct debit payments

You can arrange for a direct debit to be drawn on your third party account and paid into your account with us by supplying us with written authorisation (which includes your BSB, account number and account name). An inbound direct debit can be set up through the interactive services.

You can authorise a third party to debit your account with us by providing them with written authorisation which includes your BSB and account details.

(c) Altering or stopping a debiting or crediting service

We may terminate the credit and debit services at any time without notice, including without limitation where:

- (i) it is not or will not be possible for us to access the systems we use to provide these services;
- (ii) there are insufficient available cleared funds in your account or the account is closed;
- (iii) the debit or credit was made in error;
- (iv) the account to which payment is to be made or taken from is closed; or
- (v) we are advised by the recipient of the debit that the debit is no longer required.

In circumstances where the crediting or debiting has been arranged through a third party, then the arrangement will need to be altered, cancelled or stopped by notifying the third party.

Where notification to cancel or stop an outbound direct debit has been supplied to a third party and the debits continue, you may request us in writing to stop all further requests for payment by the third party.

18. BPAY® payments

(a) Using BPAY®

We are a member of BPAY®. We will tell you if we are no longer a member of BPAY®.

BPAY® can be used through the interactive services to pay bills bearing the BPAY® logo. We will advise you if and when other transactions can be made using BPAY®. Unless you are advised otherwise, you may use BPAY® only to make payments from the account.

When you make a BPAY® Payment, you require the Biller's code number (found on your bill), your Customer Reference Number (eg your account number with the Biller) and the amount to be paid. You acknowledge that we are not required to effect a BPAY® Payment if you do not give us all the information required or if any of the information you give us is inaccurate.

We will debit the value of each BPAY® Payment and any applicable fees to the account from which the relevant BPAY® Payment is made.

If you instruct us to make any BPAY® Payment, but close the account to be debited before the BPAY® Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY® Payment.

You acknowledge that third party organisations (such as BPAY® Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY®.

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

(b) Processing of BPAY® payments

BPAY® Payment instructions are irrevocable. You cannot stop a BPAY® Payment once you have instructed us to make it and we cannot reverse it (the only exception being future-dated payments which have not been processed).

We will treat your BPAY® Payment instruction as valid if, when you request it, you use the correct access codes.

You should notify us immediately if you think that you have made a mistake or if you did not authorise a BPAY® Payment that has been made from your account.

A BPAY® Payment is treated as received by the BPAY® Biller to whom it is directed:

- (i) on the date you direct us to make it, if we receive your direction by 4pm Australian Eastern Standard Time on a business day; and
- (ii) otherwise, on the next business day after you direct us to make it. The BPAY® Payment may take longer to be credited to a BPAY® 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.

Notwithstanding this, a delay may occur processing a BPAY® Payment if:

- (i) there is a public or bank holiday on the day after you instruct us to make the BPAY® Payment;
- (ii) you tell us to make a BPAY® Payment on a day which is not a business day or after 4pm Australian Eastern Standard Time on a business day; or
- (iii) a BPAY® Biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.

If we are advised that your payment cannot be processed by a BPAY® Biller, we will:

- (i) advise you of this; and
- (ii) credit your account with the amount of the BPAY® Payment.

You must ensure you tell us the correct amount you wish to pay.

If you make a BPAY® Payment and later discover that:

- (i) the amount you paid was greater than the amount you needed to pay, you must contact the BPAY® Biller to obtain a refund of the excess; or
- (ii) 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.

(c) Future dated BPAY® payments

You may arrange BPAY® Payments in advance of the time for payment. If you use this option, you acknowledge that:

- (i) you are responsible for maintaining sufficient cleared funds in the account to be drawn on to cover all future-dated BPAY® Payments on the day(s) you have nominated for payment;
- (ii) if there are insufficient cleared available funds, the BPAY® Payment will not be made and you may be charged a dishonour fee;
- (iii) you are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly;
- (iv) you should contact us if there are any problems with your future-dated payment; and
- (v) 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.

(d) Refusing BPAY® payments directions

You acknowledge and agree that:

- (i) we may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY®; and
- (ii) we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

(e) **BPAY® reversals and charge backs**

No charge backs or reversals will be provided through the BPAY® scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller, including where the merchant may have failed to deliver the goods and services to you.

(f) **Liability for BPAY® payments**

If a BPAY® payment is unauthorised or is made from your account otherwise than in accordance with your instructions, we will credit your account for the amount of the payment.

If a BPAY® payment is fraudulently made by someone involved in the BPAY® scheme, then that person should refund you that payment.

If that person does not refund the payment, you have to bear the loss. However, if some other person in the BPAY® scheme:

- (i) knew of the fraud; or
- (ii) would have detected it with reasonable diligence,

then that person must refund you the payment.

We are not liable for any indirect loss or damage you may suffer as a result of using the BPAY® scheme, unless we:

- (i) acted negligently; or
- (ii) breached any condition or warranty in regard to the supply of goods and services, which can't be excluded or limited under law.

We are not liable for any indirect loss or damage you may suffer as a result of using the BPAY® scheme, unless we:

- (iii) acted negligently; or
- (iv) breached any condition or warranty in regard to the supply of goods and services, which can't be excluded or limited under law.

19. Mistaken internet payments

A mistaken internet payment occurs when you make a transfer of money by internet access, and that money goes to an unintended recipient because:

- (a) you entered the destination account details incorrectly; or
- (b) you are not provided with the correct destination account details.

You should report a mistaken internet payment to the Service Manager as soon as you become aware of it.

If you report the suspected mistaken internet payment within ten business days:

- (a) we will contact the financial institution that received the payment;

- (b) if there are sufficient funds available in the destination account and both we and the destination financial institution are satisfied that a mistaken internet payment has occurred, we will request the money back;
- (c) the other financial institution must return the funds to us within five to ten business days of receiving our request; and
- (d) upon receipt of the funds by us, we will return the funds to your account as soon as practicable.

If you report the suspected mistaken internet payment between ten business days and seven months of making the payment:

- (a) we will contact the financial institution that received the payment to find out if there are sufficient money in the destination account to refund the payment;
- (b) if we are satisfied that a mistaken internet payment has occurred, we will ask the destination financial institution to investigate;
- (c) the destination financial institution must complete their investigation within ten business days;
- (d) if the destination financial institution is satisfied that a mistaken internet payment has occurred, they must prevent the holder of the destination account from withdrawing the amount of the mistaken internet payment for ten business days;
- (e) the destination financial institution must then notify the recipient that the funds representing the mistaken internet payment will be withdrawn from their account unless they can prove that they are entitled to the funds within ten business days; and
- (f) if the recipient cannot prove this, the money will be returned to us within two business days, and we will then return the money to your account as soon as practicable.

If you report the suspected mistaken internet payment after seven months of making the payment:

- (a) we will contact the financial institution that received the payment to find out if there are sufficient money to refund the payment in the destination account;
- (g) if we and the destination financial institution are satisfied that a mistaken internet payment has occurred, the destination financial institution must seek the consent of the recipient to have the funds returned;
- (h) if the recipient consents, the destination financial institution must return the funds to us; and
- (i) upon receipt of the money to us, we will return the funds to you as soon as practicable.

If you report the suspected mistaken internet payment to the Service Manager, and there are sufficient funds in the destination account to refund the payment, but the destination financial institution is not satisfied that a mistaken internet payment has occurred then:

- (a) the destination financial institution may seek the consent of the recipient to return the funds;
- (b) if the recipient consents, the destination financial institution must return the funds to us; and

- (c) when we receive the funds, we will return the funds to your account as soon as practicable.

If you report a suspected mistaken internet payment to us, and we and the destination financial institution are satisfied that a mistaken internet payment has occurred, but there are insufficient funds to return the payment to you then the destination financial institution must use reasonable endeavours to retrieve the funds.

If you report a suspected mistaken internet payment to the Service Manager, but we are not satisfied that a mistaken internet payment has occurred, we are not required to take any further action. We may ask the destination financial institution to investigate. You will be liable for any loss arising from such a payment.

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