



288 Summer Street, PO Box 992, Orange, NSW 2800
Tel: 02 6362 4466 • Fax: 02 6391 5282 ABN 34 087 650 477
AFSL 240768 • Australian Credit Licence: 240768
Email: ocu@orangecu.com.au • Web: www.orangecu.com.au

Internet Banking Conditions of Use

Important:

- A. Before you use the Internet Banking Service, you must:
- i. have submitted to us an executed copy of the Internet Banking Service registration form or have applied to us to use the Internet Banking Service in such other prescribed form as we may determine from time to time;
 - ii. have been approved as an Internet Banking Service customer and have been issued with a Password; and
 - iii. read these Conditions of Use carefully as they will form the contractual basis for the use of the Internet Banking Service between you and us.

The box below contains guidelines you must follow to guard against unauthorised use of your Password. These guidelines provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised transactions using your Password. Liability for such transactions will be determined in accordance with clause 11 of these Conditions of Use and the EPayments Code of Conduct.

Guidelines For Ensuring The Security Of Your Password

You must take the following steps to guard against unauthorised use:

1. Use care to keep your Internet Banking Service Password secret.
 - Do not tell or show your Password to another person or allow any person to observe as you enter the Password. If you decide to tell someone your Password, they become your Nominee and are subject to these Conditions of Use.
 - We recommend against recording your Password. If you do so, you are responsible for keeping any records of your Password secure and protected.
 - You must keep any records of your membership number and your Password separate from each other.
 - You must change your Password the first time you use the Internet Banking Service and at frequent intervals thereafter, for example, 6 monthly. When you change your Password, you must not select an obvious Password such as a dictionary word, name, date or vehicle make, model or registration number, or any other character combination that could be associated with you. Passwords may consist of any combination of characters on your keyboard but must contain (in any order you choose) at least one numeric digit and at least one character that is not numeric, with a minimum of 6 characters in total.
 - If you forget your Password, contact us and we will ask you to identify yourself before granting you access to the Internet Banking Service.
 - If you believe that another person knows your Password, change your Password immediately or report the matter to us.
2. You have a responsibility to exercise reasonable care to prevent unauthorised access to the computer you use for Internet Banking Service. Please read carefully clause 3(f) in these Conditions of Use for methods to minimise unauthorised access and maximise protection for your privacy.
3. Immediately notify us of any change to your address.

4. Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Internet Banking Service has been used without your authority.
5. Check your last log-in details which will appear under the account summary screen every time you log into the Internet Banking Service and notify us immediately if the last log-in details are incorrect.

1. Introduction

a. In accepting access to the Orange Credit Union from us you agree to comply with these Conditions of Use. The Conditions of Use operate in conjunction with the terms and conditions applicable to Nominated Accounts. Save for the provisions in clause 5(e) of these Conditions of Use, if there is any inconsistency between these Conditions of Use and the Nominated Account, these Conditions of Use prevail.

b. In these Conditions of Use, any reference to the Credit Union is a reference to; Orange Credit Union. Any reference to "us", "we", "ours" is a reference to the Credit Union.

c. In these Conditions of Use, where the words or terms appear in capital letters, they shall have the following meaning:

"Ancillary Equipment" means any equipment (personal computer or otherwise) specified by us that you will require to use the Internet Banking Service.

"Biller" means an organisation which tells you that you can make payments to it using BPAY.

"BPAY" means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or Internet access or any other access method as approved by us from time to time.

"BPAY payment" means a payment transacted by us on your behalf using BPAY.

"Business Day" means a day that is not Saturday or Sunday, or a public holiday or bank holiday in the place in which any relevant act is to be done.

"Cut Off Time" means the time advised to you, prior to you confirming the payment instructions, by which your payment instructions must be received by us in order for those instructions to be processed that Business Day by BPAY or by us for any other payment or transfer instructions.

"Day" means a 24 hour period commencing on midnight Eastern Standard Time or Eastern Daylight Saving Time, as the case may be.

"Internet Banking Service" means our Internet banking service which you access with the Ancillary Equipment via the Internet. This facility allows you to obtain information on our products and services and to carry out transactions on your Nominated Accounts.

"Nominee" means any person to whom you have disclosed your Password or have authorised in any way to use your Internet Banking Service.

"Nominated Accounts" means, upon you receiving authorisation from us to access the Internet Banking Service, all your accounts under your membership.

"Notice" means any form of written communication between you and us which includes written correspondence faxed, mailed by prepaid post or emailed.

"Password" means the 6-8 digit alphanumeric combination that enables you to use the Internet Banking Service.

d. Unless otherwise required by the context, words importing the singular include the plural and vice versa.

e. We may attach services to or remove services from the Internet Banking Service. You will be notified if this is the case. Separate terms and conditions of use may apply to the added services.

f. Certain provisions of the Credit Union Code of Practice apply to these Conditions of Use. A copy of the Credit Union Code of Practice is available from any of our branches.

g. We warrant that we will comply with the terms of the EPayments Code of Conduct where that code applies.

2. Restrictions and Termination of Access to the Internet Banking Service

a. We reserve the right to restrict your access to the Internet Banking Service.

b. You may cancel your use of the Internet Banking Service at any time by giving us Notice.

c. We may immediately terminate your use of the Internet Banking Service at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of any Nominated Accounts.

d. We may terminate your use of the Internet Banking Service, for any reason, by giving you 14 days Notice. The Notice does not have to specify reasons for cancellation.

e. Transactions for which you have given us instructions and which are scheduled to be made after your use of the Internet Banking Service is terminated may not be effected by us.

3. Protecting your Password, Computer and Ancillary Equipment

a. We will provide you with a Password to use the Internet Banking Service. You agree to protect this Password as a means of preventing fraudulent or unauthorised use of your Nominated Accounts via the Internet Banking Service.

b. You must change your Password the first time you use the Internet Banking Service and at frequent intervals thereafter, for example, 6 monthly. When you change your Password, you must not select a Password which represents your birth date or a recognisable part of your name. If you do use an obvious Password such as a name or date you will be liable for any losses which occur as a result of unauthorised use of your Password before you notify us that your Password has been misused, lost or stolen or become known to someone else.

You agree to instruct your Nominee(s) not to select a Password which represents a date or name, and of the consequences to you if they do select such a Password.

c. If you give your Password to your Nominee, you will be liable for all transactions carried out by your Nominee using the Internet Banking Service. Your Nominee's use of the Internet Banking Service is governed by these Conditions of Use. You will be liable for any failure of your Nominee to observe these Conditions of Use.

d. You must not tell or show your Password to another person or allow it to be seen by another person, including family and friends.

e. If you need to record your Password then **do not** under any circumstance record it on your computer or related articles unless you have taken reasonable steps to carefully disguise it or to prevent unauthorised access to the record. It is not reasonable to disguise your Password as a telephone number, a birth date or by changing the order of the characters in the Password.

f. You have a responsibility to exercise reasonable care to prevent unauthorised access to the Ancillary Equipment you use for the Internet Banking Service:

(i). You must not leave your computer unattended while you are on-line to the Internet Banking Service.

(ii). You should ensure that the computer is checked for viruses before using the Internet Banking Service.

(iii). We suggest you clear your browser cache (session memory) files at the end of your Internet Banking Service session in order to protect your privacy and prevent anyone from tracing your steps through the cache memory files. Additionally, we suggest that you shut down all the windows of the browser you have used to gain access to the Internet Banking Service and then restart the browser in order to ensure that the "back" function (or similar function in your browser) cannot be used to trace your activities.

(iv). If you require assistance in regards to clearing your browser's cache, we suggest you review your browser Help facility or contact a PC support or maintenance service for instructions on how to complete this process.

4. Notification of Loss, Theft or Unauthorised Use of Your Password

If your Password is misused, lost, stolen or becomes known to someone else (other than your Nominee), you must notify us immediately by:

- (i). (during business hours) telephoning us; or
- (ii). (outside of normal business hours) contacting us by using the out of hours method notified to you from time to time.

We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. We will then cancel your Password and arrange for you to select a new Password.

5. Using Internet Banking Service

a. We will advise you from time to time of the transactions which the Internet Banking Service will enable you to perform.

b. In order to access this Internet Banking Service, you must:

- (i). be a member of the Credit Union;
- (ii). own or operate the required Ancillary Equipment; and
- (iii). hold an account with us or be a signatory to an account with us.

c. You may only use the Internet Banking Service to perform transactions on Nominated Accounts. If the terms and conditions of a Nominated Account such as, but not limited to, a fixed term deposit or loan account, provide a transactional restriction, then such a restriction will equally apply to the Internet Banking Service.

d. If you are a signatory to a Nominated Account which can be operated on the instructions of any one signatory to the account, you may access the account with the Internet Banking Service. If you are a signatory to a Nominated Account which requires more than one signatory for its operation, your ability to transact on such an account with the Internet Banking Service is subject to Clause 5A.

e. Except as we otherwise agree from time to time to allow future dated transactions and subject to terms and conditions of accounts under which funds are not available at call such as notice of withdrawals account, transactions utilising the Internet Banking Service will normally be processed the same Business Day or the following Business Day.

f. You acknowledge and agree that we are authorised to act on instructions given by you (or your Nominee) through the Internet Banking Service using your Password.

g. If any Nominated Account is in the name of more than one person, the liability of all account holders under these Conditions of Use will be joint and several for any transactions carried out on that account in accordance with these Conditions of Use.

5A. Multiple Signatures Nominated Accounts *

* This provision will only apply if we offer this facility as part of our Internet Banking Service.

a. For the avoidance of doubt, in this Clause a reference to a Nominated Account that requires more than one signature (Multiple Signatures Nominated Account - MSNA) is a reference to, but without limitation, a joint account, company account, trust account, partnership and any other account that requires more than one signature to operate the account but excluding an account of an individual that requires multiple signatures.

b. An individual signatory to an MSNA may access the MSNA with the Internet Banking Service to make inquiries about the details of the account (such as obtaining the account balance... etc). An individual signatory cannot effect transactions on the account unless the individual signatory has obtained the authority of all other signatories to the MSNA in accordance with Clause 5A(c).

c. If an individual signatory to an MSNA:

(i). provides us with, or arranges for the other signatories to the MSNA to provide us with, a written authority signed by all signatories to the MSNA, in a form acceptable to us, that the individual can access the MSNA with the Internet Banking Service for the purpose of effecting transactions on the account; and

(ii). the authority is received by us at least 48 hours, not including Saturday, Sunday or a public holiday, prior to the proposed use of the Internet Banking Service by the individual signatory,

the individual signatory can access the account using all facilities offered by the Internet Banking Service in respect of the account and all signatories to the account will be jointly and severally liable for all transactions effected by the individual to whom they have provided the authority.

6. Disputed Transactions

a. If you believe an Internet Banking Service transaction is wrong or unauthorised, or your periodical statement contains any instances of unauthorised use or errors, immediately notify us. We may ask you to provide further information.

b. We will investigate your complaint, and if we are unable to immediately settle your complaint to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

c. Within 21 days of receiving your complaint, we will advise you in writing of the results of our investigation, or advise you in writing that we require further time to complete our investigation.

d. We will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances. In such circumstances we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

e. When we notify you of the result of our investigation, we will advise you in writing of the reasons for our decision. If your Nominated Account is found to have been incorrectly credited or debited we will adjust the account accordingly and notify you of this. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Australian Financial Complaints Authority (AFCA) or any other dispute resolution body which we may advise from time to time. The AFCA contact details are:

Australian Financial Complaints Authority
GPO Box 3
Melbourne, Vic, 3001
www.afca.org.au
Free Call: 1800 931 678
Email: info@afca.org.au

f. It is recommended that you record all receipt numbers, payment or transfer reference numbers as issued to you by the Internet Banking Service to assist in checking transactions against your statements.

7. Withdrawals, Transfers, Payments and Transaction Limits

a. In the absence of any daily or other periodic transaction limit arrangements between you and us, you are only able to withdraw, transfer funds or make payments up to the available balance of your selected Nominated Account including the unused portion of any credit limit relating to that account. You agree that aggregation of any available balance or credit limit on Nominated Accounts is not possible when determining the available balance or credit limit for the selected Nominated Account.

You acknowledge that third party organisations (such as merchants or other financial institutions) may impose additional restrictions on the amount of funds you may withdraw, deposit or transfer.

Transfers of Funds *

* This provision will only apply if we offer this facility as part of our Internet Banking Service.

b. You may provide us with transfer instructions:

(i). on a one time basis, by following the process set out in Clause 7(c)(ii)(A-E) set out below; or

(ii). a future dated transfer, by following the process set out in Clause 7(c)(ii) (A-F excluding E) set out below *; or

* Even if we offer transfer of funds as part of our Internet Banking Service, we may still not offer future dated transfers or regular transfers

(iii). a regular transfer, by following the process set out in Clause 7(c)(ii)(A-F excluding E) set out below *.

* Even if we offer transfer of funds as part of our Internet Banking Service, we may still not offer future dated transfers or regular transfers

c. You may transfer funds from a Nominated Account to:

(i). an account held by a third party with us or with another financial institution; or

(ii). a Nominated Account or to an account you hold with us under a different membership or to an account you hold with another financial institution.

by following the process set out below:

(A). at our discretion, details of destination accounts that you have supplied to us will remain on the Internet Banking Service and will be able to be utilised at any time;

(B). at all times you acknowledge and agree that if the transfer of funds is to be executed immediately, once you have confirmed a transfer of funds, the instruction is irrevocable and cannot be reversed. If you have made an error in the transfer instruction you must contact us as soon as you realise the error as well as, if applicable, contact the intended recipient of the funds, in an endeavour to correct the erroneous transfer. We cannot warrant that the transfer can be stopped or that the funds will not be appropriated prior to you taking action to correct the error. It is therefore imperative that transfer details are verified by you prior to confirming the instruction;

(C). at all times you acknowledge and agree that if the transfer of funds is a future dated transfer or a regular transfer of funds you will be able to vary your instructions **provided that** the time for completing the transfer has not passed. If the time for completing the transfer has passed and you realise that you have made an error in the transfer instruction you must contact us as soon as you realise the error as well as, if applicable, contact the intended recipient of the funds, in an endeavour to correct the erroneous transfer. We cannot warrant that the transfer can be stopped or that the funds will not be appropriated prior to you taking action to correct the error. It is therefore imperative that transfer details are verified by you prior to confirming the instruction.

d. Instructions requiring the transfer of funds will not be acted upon if there are insufficient funds available in the selected Nominated Account either at the time you confirm the transfer instructions or when we attempt to perform the transfer in the course of our normal business procedures.

e. We will endeavour to settle any transfer instructions on the same Business Day the instructions were received provided the instructions regarding transfer of funds to accounts other than our accounts were received prior to the Cut Off Time.

Payments *

* This provision will only apply if we offer this facility as part of our Internet Banking Service.

f. Instructions requiring the payment of funds to other parties will not be acted upon if there are insufficient funds available in the selected Nominated Account either at the time you confirm the payment instructions or when we attempt to perform the payment in the course of our normal business procedures.

g. At all times you acknowledge and agree that once you have confirmed a payment, the instruction is irrevocable and cannot be reversed. If you have made an error in the payment instruction you must contact us as soon as you realise the error as well as, if applicable, contact the intended recipient of the funds, in an endeavour to correct the erroneous payment. We cannot warrant that a payment can be stopped or that the funds will not be

appropriated prior to you taking action to correct the error. It is therefore imperative that payment instruction details are verified by you prior to confirming the transaction.

Redraw Facility *

* This provision will only apply if we offer this facility as part of our Internet Banking Service. Fees and charges may apply to the redraw facility depending on the terms and conditions of the loan contract.

h. If you have a loan account with us, and under the loan contract there is a redraw facility, you will be able to utilise the Internet Banking Service to access the redraw facility.

i. There are several conditions attached to the use of the redraw facility. These are:

(i). your loan contract must specify that a redraw facility is available;

(ii). you must have sufficient funds in the redraw facility so that you can access these funds;

(iii). the loan contract dictates what proportion of the available funds you may access at any one time and in what multiples (for example, multiples of \$500 or \$1000 etc);

(iv). once you have accessed the redraw facility, the terms and conditions of the loan contract will apply to the outstanding balance of the loan which will include the funds drawn under the redraw facility; and

(v). you may only transfer funds as part of the redraw facility to your Nominated Account which is a savings account with us.

j. You agree that you will not use the Internet Banking Service to exceed the unused portion of your credit limit whether under any pre-arranged credit facility such as a line of credit, overdraft or otherwise.

8. Using BPAY through the Internet Banking Service *

* This provision will only apply if we offer this facility as part of our Internet Banking Service.

a. The provisions of this clause 8 apply if and when you instruct us to make a BPAY payment.

Using BPAY

b. BPAY can be used to pay bills bearing the BPAY logo.

c. We will advise you if and when other transactions can be made using BPAY but until you are advised otherwise, you may use BPAY only to make payments.

d. To instruct us to make a BPAY payment you must advise us of 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 Nominated Account from which the amount is to be paid. You acknowledge that we are not obliged to effect a BPAY payment instruction if that information is incomplete and/or inaccurate.

e. We will debit the value of each BPAY payment and any applicable fees to the selected Nominated Account. Instructions will not be acted upon if there are insufficient funds available in the selected Nominated Account.

Processing BPAY Payments

f. You cannot stop a BPAY payment once you have instructed us to make it except:

(i). where the instruction relates to a future dated payment and you instruct us to stop the payment prior to the stipulated date for payment; or

(ii). where we agree that we are able to arrange for the Biller's Financial Institution to stop the payment to the Biller.

g. If you make an error in a payment instruction you should contact us immediately. We will use our best endeavours to assist you in tracing and stopping the payment instruction but we cannot undertake that a payment instruction can be stopped. There are BPAY procedures dealing with erroneous payment instructions and we must abide by these procedures.

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

(i). the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or

(ii). the amount you told us to pay was less than the amount you needed to pay, you must make another BPAY payment for the shortfall.

i. A BPAY payment is treated as received by the Biller to whom it is directed:

(i). on the date you instruct us to make that payment, if we receive your instruction by the Cut Off Time on a Business Day; or

(ii). on the next Business Day after you instruct us to make the payment, if we receive your instruction after the Cut Off Time on a Business Day or on a non-Business Day.

Notwithstanding this, a delay may occur in processing a BPAY payment if a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

Future Dated Payments

j. you may arrange in advance for BPAY payments to be made on a nominated future date or have a regular BPAY payment made *. If you use this option:

* Even if we offer this facility as part of our Internet Banking Service we may not offer regular BPAY payment functionality.

(i). you must ensure that there are sufficient cleared funds in the relevant Nominated Account to cover all future-dated BPAY payments on the day you have stipulated for payment; and

(ii). if there are insufficient cleared funds on a stipulated date, the BPAY payment will not be made and you may be charged a dishonour fee.

k. you may alter or cancel a future-dated payment instruction before the stipulated date for the payment. You cannot stop the BPAY payment on or after that date.

BPAY Transactions Limits and Refusals

l. We, the Biller or BPAY may limit the amount of any BPAY payments you can make.

m. If at any time BPAY allows transactions other than bill payments to be processed through BPAY, we may limit the amount you may transact on any one day via BPAY on such other transactions.

n. You acknowledge and agree that:

(i). we may refuse for any reason to give effect to any instruction you give us in respect of a transaction 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.

Resolving Errors and Liability and Unauthorised and Mistaken Payments

o. All BPAY payments and applicable fees will be recorded on the statements of the Nominated Accounts to which they are debited.

p. If you become aware of any delays or mistakes in processing your BPAY payment or believe a BPAY transaction entered on your statement is wrong or unauthorised, contact us promptly and give the following details:

(i). your name, membership/and Nominated Account number;

- (ii). the date and amount of the transaction in question;
 - (iii). the date of the account statement in which the transaction in question first appeared; and
 - (iv). a brief and clear explanation of why you believe the transaction is unauthorised or an error.
- q. Your liability for unauthorised or mistaken payments is determined in accordance with clause 11.
- r. If you notify us that a BPAY payment made from a Nominated Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that payment allowing us to obtain information about your account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we require to investigate the payment.

Ownership of BPAY

s. BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Conditions of Use be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Conditions of Use accordingly.

9. On-line Information and Changes

a. There are certain changes * to your personal member information that you will be able to effect on-line. These are changes to contact details, such as:

* This provision will only apply if we offer this facility as part of our Internet Banking Service. We may vary the information you can update online at any time and advise you of such changes.

- (i). your residential and postal address
- (ii). mobile telephone number; and
- (iii). email address.

b. When a Nominated Account is a joint account, where both must sign for any transaction on the account, you will not be able to effect the changes set out in Clause 9 (a) unless we receive written authorisation from the other account owners that a single access and authority is permitted on the account.

c. You are able to view the following details regarding your Nominated Accounts:

- (i). overdraft;
- (ii). line of credit;
- (iii). loan application; and
- (iv). term deposit.

d. From time to time, we will tell you what other information you may view when using the Internet Banking Service and what other changes you can make on-line. If we give you access to make changes on-line, you agree that effective from the time you confirm the changes, by submitting them to us on-line, you are solely responsible and liable for any changes made on-line.

e. We collect personal information about you for the purposes of providing our products and services to you. We may disclose your personal information to others in order to execute your instructions (including your use of BPAY), where we reasonably think it is necessary for the provision of the Internet Banking Service, or if it is required by law. You may have access to the personal information we hold about you at any time by asking us.

For more details of how we handle your personal information, please refer to our Privacy Policy, available from our website or by telephoning us.

10. Direct Debit Hierarchy

a. Subject to the provisions of this clause 10, you may use the Internet Banking Service to view details of any direct debit authorities you give to third parties in relation to your accounts with us.

b. Subject to subclause (c), you may at any time use the Internet Banking Service to change the Nominated Account in respect of which an individual direct debit authority is to operate provided that the Nominated Account you nominate is at all times a savings account. It cannot be a loan account (line of credit etc) *. You may stipulate more than one Nominated Amount in respect of each direct debit authority and also the order in which the accounts are to be debited. The total amount of each debit must be made to the one account so that if there are inadequate funds available in the first account you nominate, the debit will be made to another account you nominate and according to the order you nominate provided it has the available funds.

* This provision will only apply if we offer this facility as part of our Internet Banking Service.

New Direct Debits *

* This provision will only apply if we offer this facility as part of our Internet Banking Service.

c. If you give a new direct debit authority to a third party, the first payment made pursuant to the authority will be debited to the account you select as the default account or to the account we advise you is the default account. You may only nominate another account to which direct debits are to be made pursuant to that authority after the first debit is made to the default account.

11. Your Liability in Case of Unauthorised Use of the Internet Banking Service

a. You are liable for all transactions carried out by you, or by your Nominee regardless of when the transactions are processed to Nominated Accounts. You are liable for all transactions and other losses caused by unauthorised use of the Internet Banking Service unless any of the circumstances specified in paragraph b. below apply.

b. You are *not* liable for losses:

(i). where it is clear that you and your Nominee have not contributed to the losses;

(ii). that are caused by the fraudulent or negligent conduct of employees or agents of:

(A). the Credit Union; or

(B). any third party organisation involved in the provision of the Internet Banking Service;

(iii). that are related to a Password that is forged, faulty, expired or cancelled;

(iv). that are caused by the failure of the security measures we employ in our Internet Banking Service to prevent unauthorised or fraudulent access to Nominated Accounts;

(v). that are caused by the same transaction being incorrectly debited more than once to your Nominated Accounts; or

(vi). resulting from unauthorised use of your Password or the Internet Banking Service in relation to a transaction which takes place:

(A). before the time your Password is provided to you; or

(B). after we have received your request in writing to terminate your access to the Internet Banking Service; or

(C). after you notify us that your Password has been misused, lost or stolen or become known to someone else.

c. You will be liable for any loss of funds arising from any unauthorised transaction on a Nominated Account if the loss occurs before you notify us that your Password has been misused, lost or stolen or has become known to someone else and if we prove, on the balance of probabilities, that you contributed to the loss through:

(i). your fraud, your failure to look after and keep your Password secure in accordance with clauses 3(b), 3(d) or 3(e) or your extreme carelessness in failing to protect the security of your Password; or

(ii). unreasonably delaying in notifying us of the misuse, loss or theft of your Password or of it becoming known to someone else and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time you notify us.

However, you will not be liable for:

(A). the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Nominated Accounts;

(B). the portion of the loss on any Nominated Account which exceeds the balance of that account (including any prearranged credit); and

(C). all losses incurred on any Nominated Account which you had not agreed with us could be accessed using your Password.

d. If clause 11(c) does not apply, your liability for any loss of funds arising from an unauthorised transaction on a Nominated Account, if the loss occurs before you notify us that your Password has been misused, lost or stolen or has become known to someone else, is the lesser of:

(i). \$150;

(ii). the balance of your Nominated Account (including any pre-arranged credit); or

(iii). the actual loss at the time you notify us of the misuse, loss or theft of your Password, or of it becoming known to someone else (excluding that portion of the loss which exceeds any applicable daily or other periodic transaction limits on the Nominated Account).

e. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the EPayments Code of Conduct.

12. Our Liability

To the extent permitted by law and the ePayments Code of Conduct, we, our agents or nominated service providers will not be liable to you for any loss, including consequential damage, arising as a result of:

(i). any breakdown or interruption in the Internet Banking Service before the Internet Banking Service accepts your transaction in accordance with your instructions;

(ii). any inaccuracy, corruption of data, errors or omissions on, or in relation to, the Internet Banking Service because of the operation (or failure) of the Ancillary Equipment; or

(iii). any refusal of another party to receive a payment instruction from you.

If the Internet Banking Service malfunctions and you should have been aware that the Internet Banking Service was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Nominated Accounts and refunding to you any associated fees or charges.

13. Transaction and Other Fees

a. We will advise you whether we charge any fees and the amounts of such fees (including any dishonour fees) for;

(i). issuing your Password or any additional or replacement Password;

(ii). using your Password;

(iii). any other service provided in relation to the Internet Banking Service;

- (iv). any BPAY payment;
 - (v). giving you access to BPAY;
 - (vi). any other service provided in relation to BPAY and its access via the Internet Banking Service.
- b. We will also advise you whether we will debit any Nominated Account with government charges, duties or taxes arising out of an Internet Banking Service transaction.
- c. General information on standard fees and charges is also available to you on request from any of our branches.
- d. We may charge you with dishonour fees for any future-dated BPAY payments which have failed or any other transactions that fail due to insufficient funds in the Nominated Account.
- e. You are liable for any interest charge or fees and government taxes if you select an incorrect account type while using the Internet Banking Service.

14. Changes to Conditions of Use

- a. We may change these Conditions of Use from time to time or may vary the Internet Banking Service provided to you.
- b. We will notify you (by Notice in newsletter or statement or by an individual Notice) at least 30 days before the effective date of change if it will:
- (i). impose or increase charges for the use of your Password or for issuing additional or replacement Passwords;
 - (ii). increase your liability for losses; or
 - (iii). impose, remove or adjust daily or other periodic transaction limits applying to the use of your Password, your Nominated Accounts or the Ancillary Equipment.
- c. Conversely, reducing these obligations means we will notify you when we next correspond with you, by a Notice in the newsletter or statement of account.
- d. We will notify other changes no later than the day the change takes effect by advertisement in national or local media, Notice in newsletter or statement of account, or individual Notice sent to member.
- e. We are not obliged to give you advance Notice if an immediate change to the Conditions of Use is deemed necessary for the security of the Internet Banking Service or individual accounts.

15. Miscellaneous

- a. These Conditions of Use govern your access to Nominated Accounts using the Internet Banking Service. Each transaction on an account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to any Nominated Account, these Conditions of Use shall prevail. General descriptive information on the operation of accounts is available from any of our branches.
- b. Any transactions undertaken on your Nominated Account will appear in our next statement sent to you in accordance with the terms and conditions of your Nominated Account.
- c. You agree that you will promptly notify us of any change of address for the mailing of account statements, etc.
- d. We may post all account statements and Notices to you at your registered address as provided for in our Rules or constituting document.

- e. It is your responsibility to obtain and maintain the Ancillary Equipment required to use the Internet Banking Service.
- f. Our agreement with you in accordance with these Conditions of Use and for the transactions carried out under it are governed by the law in force in the State or Territory in which we carry on business. Both you and we submit to the non-exclusive jurisdiction of the courts of that State or Territory in respect of any disputes.
- g. You authorise us to give information about you and any Nominated Account to others in order to execute your instructions to us via the Internet Banking Service or where we reasonably think it necessary for the provision of that service. However, you may instruct us not to share your information by giving us written instructions to that effect.
- h. From time to time we may advertise financial products or services on the website through which you access the Internet Banking Service. You consent to receiving such advertising material when accessing our website or the Internet Banking Service.