



Traditional Credit Union (TCU)

Account Information and Access Facility Terms and Conditions.

www.tcu.com.au

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TCU Products and Services

This brochure contains account information and the Terms and Conditions applicable to your Account and Payment Service used in conjunction with your Account. You should read these Terms and Conditions carefully, along with any other terms and conditions we provide you that apply to your Account or Payment Service.

When you open a TCU account you will be offered access options such as Card, Electronic Access (Internet/TCU Mobile Money App) Telephone Banking and or Cheque facilities. Terms and Conditions for all access options are included in this brochure.

TCU's BSB number is 704-062.

If you require any further information in relation to any of the details contained in this brochure please contact us by either phoning 8999 0777 or visiting your local branch.

By opening a TCU account or using a service provided by TCU you become bound by these terms and conditions.

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Part 1 - 1. Opening Your Account

TCU does not open accounts for Non-Residents or Non-Citizens.

You will need to become a member of Traditional Credit Union Limited before we can open an Account. To become a member, you will need to complete a membership application form and subscribe for a member share in the Credit Union.

We will not permit a person/signatory to operate on an account until his or her identity has been verified in accordance with procedures prescribed by the Anti-Money Laundering (AML) and Counter Terrorism Financing (CTF) Act 2006 and any other identification procedures we require.

The law requires us to verify your identity when you open an account or the identity of any person you appoint as a signatory to your account.

When you open an account with us, you will need to provide any information we reasonably request about you or any other person (such as a signatory or beneficiary).

These include:

- A State or Territory drivers licence or proof of age card
- An Australian current passport or one that has expired within the last 2 years

We also include identification by any two of the following people:

- A recognised Community Elder
- An elected Member of the Shire
- A Northern Land Council staff member

The following must be collected and verified:

- The customer's full name
- The customer's date of birth and
- The customer's residential address.

2. Joint Account

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- if the account is overdrawn, each joint holder is individually liable for the full amount owing

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

- 'all to sign' means all account holders must sign withdrawal forms, cheques, etc
- 'either/or to sign' means any one account member can sign withdrawal slips, cheques etc

Despite any instructions you may give us to the contrary we may insist that a joint account can only be operated on the signatories of all joint account holders if:

- One of the joint account holders requests us to do so, or
- We are notified by one of the joint account holders of any dispute between the joint account holders

3. Trust Account

You can open a trust account.

However we are not taken to be aware of the terms of the trust; and 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.

4. Other Account Documents Required

4.1 Sole Traders

The following are required;

- Current Certificate of Business Registration
- All signatories will be required to supply identification.

4.2 Partnerships

The following are required;

- The partnership agreement or extract of the partnership agreement.
- Current Certificate of Business Registration
- All signatories will be required to supply identification.

4.3 Companies

The following are required;

- Current Certificate of Business Registration.
- Australian Company Number (ACN) or Australian Business Number (ABN registered business/company).
- An original or certified copy of Memorandum and Articles of Association
- All signatories will be required to supply identification.

4.4 Incorporated Associations

The following are required;

- Current Certificate of Incorporation.
- Information provided by the State, Territory body responsible for the incorporation of the association.
- All signatories will be required to supply identification.

4.5 Unincorporated Association

The following are required;

- An original or a certified copy of the rules or constitution of the association.
- An original or certified copy of the minutes of the meeting or an extract of the minutes of meeting of the association.
- An original or a certified copy of an extract of the rules or constitution of the association.
- All signatories will be required to supply identification.

4.6 Government Departments

The following are required;

- A certified copy of the letter of delegated authority for opening an account.
- All signatories will be required to supply identification.

5. Tax File Number (TFN), Australian Business Number (ABN), Australian Company Number (ACN)

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

When you apply for an account with us, we will ask whether you want to provide your Tax File Number or exemption. If you provide it, we will apply your TFN to each of your accounts that you have at that time.

You are not required to provide your TFN. If you chose not to provide your TFN, we are required by law to deduct withholding tax at the highest marginal rate of tax from any interest you earn.

For joint accounts, all parties will need to provide Tax File Numbers and/or exemptions, otherwise withholding tax applies to the whole of the interest earned on the joint account.

For business accounts, you need to provide your ABN.

***Part 2* - Operating Your TCU Savings/Investment Account**

6. Terms and Conditions Acceptance

Please note that by opening an account or using an access facility you become bound by these conditions of use.

7. Authority to Operate the Account

7.1 Third Party Authorities/Additional Authorities and Power of Attorney

Subject to the terms of your account all signatories (including the third party / additional signatories) who have signed the Authority to Operate form are authorised to conduct any transactions on your Account that you could, including:

- make withdrawals
- sign and cancel cheques.
- close your account.
- use electronic and other means to access your account.

The authority to operate will state the method of operation for the account. This may be:

- Either of us – Any account holder or signatory to sign
- Both of us – For joint accounts both account holders must sign
- All Signatories - All account holders and signatories to sign; or
- Another method which you specify and which is acceptable to us.

Should a card be issued on your account, the method of operation for the account will be any account holder or signatory to sign.

All signatories and account holders are bound by TCU's Terms and Conditions. The appointment will cease once we are notified of your death or that you have become mentally incapacitated or in the case of a business, resignation or change of role of the authorised signatory.

You can appoint a person under a Power of Attorney to transact on your account. The original Power of Attorney document is required prior to granting access to an account/product by the "Attorney". You must tell us as soon as possible if you cancel or revoke the Power of Attorney.

You are responsible for all transactions your authorised person/persons carry out on your account/s.

You should ensure that any person you authorise to operate on your account/s is a person you trust fully.

You must not allow any person to operate on your account by voluntarily disclosing any Access Method to them such as a PIN, Internet or Phone Banking Code or your Internet Banking Password.

7.2 Authority Disputes

If TCU are notified about a dispute on an authority to operate by the owner(s) of an account, we may refuse to allow any further account operation until all parties concerned have signed the necessary authority.

8. Deposit Options

Deposits made to accounts are not available until TCU process them and any cheques included are cleared.

You can deposit funds into your TCU account(s) in the following ways:

- At any TCU branch
- Phone, TCU Mobile Money App or Internet banking
- Direct Credit (i.e. payroll credit)
- Mail cheque/s with a completed deposit slip to TCU PO Box 40425 Casuarina NT 0811

8.1 Cheque Deposits

When you deposit a cheque to your account the funds will not be available until the cheque has cleared after the 5th business day.

8.2 Direct Credit

TCU is not liable for any delays that occur in processing a direct credit.

Depositing Using Electronic Equipment

We are responsible for a deposit into a facility received by our electronic equipment or a device, from the time you complete the deposit, subject to verification of the amount or amounts deposited.

If there is a discrepancy between the amount recorded as being deposited and the amount recorded by us as being received, please contact us as soon as practicable.

Note that electronic deposits may not be processed on the same day.

8.3 Third Party Cheque Deposit

TCU do not accept third party cheques.

8.4 Available Funds

The available balance of your account is the amount of cleared funds you are able to draw on.

8.5 Special Clearance Request

If you require access to funds from a cheque deposit, you can request a 'special clearance' when you deposit the cheque into your account. A special clearance fee may apply. A special clearance can only be arranged at the time of deposit.

8.6 Overseas Cheques

Taken on a collection basis only. Generally take 6-8 weeks to clear. Other Bank Collection fees also apply.

9. Withdrawal Options

Withdraw funds from your TCU account(s) in the following ways:

- Cash from an ATM or EFTPOS within Australia or Overseas
- By cheque if your account is linked to a cheque book
- Phone or Internet Banking
- BPAY
- TCU Mobile Money App
- Periodical / Automatic Payment, Direct Debit Request / PayPal
- Cash withdrawal from a branch

Daily transaction limits apply on the value of withdrawals made using different access methods on any one day.

Our fees and charges are set out in our Interest, Fees and Charges Brochure, available on request or you can download it from our website at www.tcu.com.au.

9.1 Cash Withdrawal from a Branch

Cash can be drawn from your account at any TCU branch. Photo ID may be required and 24 hours' notice is required for withdrawals greater than \$2000.

9.2 Cheque Book Facility

Member chequing allows you to make payments by cheque. Under our member chequing facility, we issue you with a cheque book and authorise you to draw cheques on our account at the Bank or another bank as we choose. We will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account, we will dishonour your cheque.

However, we have discretion to allow the cheque to be paid and to overdraw your account. If we allow you to overdraw your account, we will charge you interest and any applicable fees.

We will not give you access to member chequing if your banking history with the Credit Union is not satisfactory, and you are under 18 years of age.

9.3 Corporate Cheques

If you require a cheque for payment, a corporate cheque can be prepared from your account. If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form of request, giving us evidence of the loss or theft of the cheque.

You will also have to give us an indemnity – the indemnity protects us if someone else claims that you wrongfully authorised us to stop the cheque.

We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services that you are not happy with. You must seek compensation or a refund directly from the provider of the goods or services and contact a Government Consumer Agency if you need help.

9. Withdrawal Options

9.4 Periodical Payment

Periodical payments can be set up on your account/s. Cleared funds are required in the account to be debited when the periodical payment is due. If your periodical payment is due on a non-business day, it will be processed on the next business day after.

We are not obliged to allow you to overdraw your Account to make a payment.

Refer our Interest Fees and Charges Brochure.

9.5 Cheque Stop Payment

You may request a cheque to be stopped. TCU must receive clear instructions from you and the following details must be provided:

- Account number where the cheque was drawn from
- Cheque number
- Amount of the cheque
- Name of payee
- Date of the cheque

9.6 Direct Debits & Paypal

You can instruct an authorised supplier to debit funds from your TCU savings account. To set up a direct debit contact the supplier and ask them to send you a direct debit authority. Your account details including TCU's BSB (704-062) will be required.

You will usually sign a direct debit authority, which permits them to directly debit your nominated account with us.

We may decide not to process a direct debit if the available balance of your account is insufficient to cover the payment, when the debit is to be made. We do not have to inform you if a direct debit is not processed.

You should always check your bank statements or on-line account history to ensure that the merchant is debiting your account in accordance with your authority.

You can cancel a direct debit authority by contacting us and the company who you set the authority up with.

We will assist you to resolve complaints about any unauthorised payments debited to a scheme debit card account including where possible, assisting you to seek a chargeback.

When you use PayPal you are authorising PayPal to debit amounts from your account as a biller under Direct Debit. Please note that:

9. Withdrawal Options

- you are responsible for all PayPal debits to your account
- if you dispute a PayPal debit, you should contact PayPal
- we are not responsible for compensating you for any disputed PayPal debit, or for reversing any disputed PayPal debit to your account
- if you want to cancel your direct debit arrangement with PayPal, you can contact PayPal directly or ask us to do so
- when you ask us to pass on a disputed transaction to PayPal, or your request to cancel your direct debit arrangement with PayPal, we will do so as soon as practicable but we are not responsible if PayPal fails to respond as soon as possible or at all.

Other third party payment services may operate in a similar way to PayPal.

Refer Interest Fees and Charges Brochure.

9.7 External Transfers

WARNING - External Transfers

You must check that the account number, BSB and amount details are correct before authorising them.

If you make a mistake making an electronic payment you should advise us immediately by calling us during business hours on 8999 0777 or emailing us at info@tcu.com.au.

We are not responsible for any loss suffered if the account numbers, BSB or amounts of transactions you authorise are incorrect or invalid or if you authorise transactions more than once in error.

The account name of the account funds are being transferred to will not be used by us when transferring funds.

Funds will be transferred to the account number provided regardless of whether the account name matches the account number.

Once you authorise transactions to be processed, generally we will not be able to stop, withdraw, suspend or delete the transfer, change any details or recover the funds.

If a transfer cannot be processed by the receiving financial institution, the funds will be returned to your account. This may take approximately 3 days but can take longer depending on the other financial institution.

If an External Transfer is made:

- Before 1.30pm (NT time) on a business day, the account holder should receive the payment the next business day.

9. Withdrawal Options

- After 1.30pm (NT time) on a business day, the account holder should receive the payment 24-48 hours later, excluding weekends and public holidays.
- On a non-business day allowing 24-48 hours, the account holder should receive the payment the next business day.

9.8 Internal Transfers

An internal funds transfer is a transfer from your TCU account to any valid account within TCU.

10. Fees, Charges and Interest

The details and amounts of all fees and charges applicable to our accounts and access methods including cards are shown in our Interest Fees and Charges Brochure which is available from any TCU branch or by visiting tcu.com.au.

10.1 Government Charges

If we incur any government tax, duty or other charge imposed by law in respect of the Account or its operation, you must pay us an amount equal to the charge calculated in accordance with the methods prescribed from time to time by the relevant legislation. You authorise us to debit any such amount to the account.

10.2 Interest Calculation

Credit interest and debit interest (if applicable) is calculated daily on the balance of your account at the end of each day using the following formula.

$$\frac{\text{Daily Closing Balance}}{365} \times \frac{\text{Interest Rate}}{100}$$

The daily interest rate is the annual rate divided by 365 days. To avoid being charged debit interest on any unplanned overdrawn account debt, you should always maintain a credit balance in your account.

Refer to our Interest, Fees and Charges brochure.

11. Statements

TCU will issue you a statement of your account every six months. Monthly statements can be provided upon request.

You should check your account statement as soon as you receive it and immediately notify us of any unauthorised transactions or errors.

Fees apply for copies of or archived statement requests; refer to our Interest, Fees and Charges brochure.

12. Overdrawn Account / Account Combination

If you have more than one account with us, we may apply a deposit balance in any account to any other deposit account in the same name. For example we may do this if one is in debit and one in credit.

We will not combine accounts if to do so would breach the Code of Operation for Centrelink Direct Credit Payments.

We will give you written notice promptly after exercising any right to combine your accounts.

13. Inactive / Dormant Accounts

Where a transaction has not been initiated for 12 months on an account, it will be classified as dormant and transferred to dormant status.

Prior to doing so, we will write to you at the address recorded on your account. If there is no reply within one (1) month, the account is closed and transferred to a dormant account. No interest will be paid on dormant accounts.

During the time that the account remains in dormant status we will charge a "monthly dormancy fee" to cover the costs of maintain the funds for you. Refer to our Interest, Fees and Charges brochure.

Dormant accounts can be re-instated by contacting TCU.

Any funds not claimed within a period of time as specified by the Banking Act, may be forwarded to ASIC. Once transferred to ASIC TCU no longer has any responsibility for the funds.

14. Closing Your Account

You may ask us to close your Account. You must repay any amounts owing in relation to your Account before we will close your Account. Any unused cheques, electronic cards, which operate the account, must be returned at this time. TCU will pay you the credit balance plus any credit interest accrued, less any accrued fees or debit interest applicable to the closing date. Unclear funds in your account will not be released until they are cleared. Your liability remains until all outstanding cheques are presented, and all transactions performed on cards linked to your account.

We can

- Close your TCU Account and Access Facility in our absolute discretion by giving you at least 14 days' notice and paying you the closing balance of your account or
- Cancel any access facility for security reasons if you breach these Conditions of Use.

15. Stopping a Joint Account

If we are made aware of any dispute on a joint Account, we may choose to require all Account holders to sign to authorise any operation on an account.

16. Service Disruption

A service disruption is where a service provided by TCU is temporarily unavailable or where equipment fails to operate in a normal or satisfactory manner. Once the service disruption has been resolved, any transactions performed on your account will be processed and back dated accordingly. All transactions made on your account in error due to a service disruption will be corrected and any fees or charges as a result of the transaction error will be reversed. If TCU experiences technical failure with our equipment, you will have no withdrawal access at an ATM or EFTPOS machine.

Part 3 - 17. Account Information

In addition to the terms and conditions detailed in this brochure and the fee and charges information found in our Interest, Fees and Charges Brochure the following are specific to each TCU account listed below.

17.1 Everyday Account - S1

Use for your day to day banking. No minimum balance required. Cheque book can be linked, CUECARD or Visa Debit Card access. Under 12's do not have access to a card

Access cash from TCU branches and ATM's, EFTPOS for shopping 24 hours 7 days a week and access via:

- Phone Banking
- TCU Mobile Money App
- Internet Banking

Interest calculated on minimum daily balance and paid monthly. Refer to TCU's Interest, fees and charges brochure.

17.2 Fee Saver Account - S8

Use for your day to day banking. Maintain a minimum credit balance of \$250 or more each month or fees will be charged in that month* Cash withdrawals at TCU branches will incur a charge.

Access cash at ATM's using a Cuecard or Visa debit card. EFTPOS for shopping 24 hours 7 days a week and access via:

- Phone Banking
- TCU Mobile Money App
- Internet Banking

Interest calculated on minimum daily balance and paid monthly. Refer to TCU's Interest, fees and charges brochure.

17.3 Budget Account – S2

Use for saving for something special or for bills. Funds at call. No minimum balance required.

Access cash at ATM's using a Cuecard or Visa debit card. EFTPOS for shopping 24 hours 7 days a week and access via:

Access 24 hours 7 days a week access via:

- Phone Banking
- TCU Mobile Money App
- Internet Banking

Interest calculated on minimum daily balance and paid monthly. Refer to TCU's Interest fees and charges brochure.

17. Account Specific Features

17.4 Christmas Club Account – S3

Use this account to save for Christmas expenses.

No minimum balance required

No card access available.

Cash withdrawal fee applies between 1 January and 1 November.

Interest rate is tiered and calculated on minimum daily balance paid on 30 November. Refer to TCU's Interest, fees and charges brochure.

17.5 Student Account – S6

A transaction account for secondary school students aged between 13 and 18 years.

Access cash from TCU branches and TCU ATM's. EFTPOS for shopping

- Must be enrolled in school to qualify for a Student account
- CUECARD access only.

When the student turns 19 years of age the account will default to a S1 account unless otherwise requested.

Funds are at call. No minimum balance required.

24 hours 7 days a week access via

- Phone Banking
- Internet Banking

TCU Mobile Money App

Interest calculated on minimum daily balance paid monthly. Refer to TCU's Interest fees and charges brochure.

17.6 Family/Clan Account – S4

This account is useful for families or clan groups who receive income paid to the whole family, rather than an individual.

Funds are at call. Access cash from TCU branches. No minimum balance required.

24 hours 7 days a week access via:

- Phone Banking
- Internet Banking

Interest calculated on minimum daily balance paid monthly. Refer to TCU's Interest fees and charges brochure.

17. Account Specific Features

17.7 30 Day at Call Account – S5

Pays higher interest. Lock your funds away for 30 days. Can only be accessed by phone or internet banking.

Funds must be held for 30 days. An interest penalty will apply if funds are withdrawn early.

\$500 minimum opening balance required.

Minimum \$500 daily balance required to earn interest.

Interest rate is tiered and calculated on minimum daily balance and paid monthly. Refer to TCU's Interest, fees and charges brochure.

17.8 Community Group Account – S29 (NOT AVAILABE FROM 22.10.19)

This is an everyday account for Community groups including sporting clubs.

Funds are at call.

Cash withdrawal fee applies

Tiered interest rate

No minimum balance required.

24 hours 7 days a week access via:

- Internet Banking

Interest calculated daily on minimum daily balance and paid monthly. Refer to TCU's Interest, fees and charges brochure.

17.9 Term Deposit Accounts

Minimum deposit required for a term deposit is \$1000

Minimum term for a term deposit is 3 months and the maximum is 2 years.

Additional deposits can only be made on maturity.

Interest rates will be provided on day of lodgment.

The interest rate is fixed for lodgment term.

Interest is calculated on the daily balance up until and including the day before redemption.

Interest is paid on the last day of the term and can be paid:

- into an account held with TCU or another financial institution.
- by cheque
- added to your existing deposit lodged for another term.

17. Account Specific Features

Prior to your investment maturing, TCU will send you a notice advising you of your investment options. If we do not receive your instructions before maturity we will reinvest the deposit and any interest earned for the same term and interest payment frequency, as the existing deposit. The prevailing interest rate for the term will apply.

At the end of a term if you reinvest you may:

- Change the term of the investment
- Change the interest instructions
- Credit the investment to another TCU savings or investment account
- Add additional funds

Early withdrawals from a term deposit require 31 days' notice in writing and will incur an interest penalty on the amount being withdrawn before maturity. Interest will be calculated at the interest rate applicable to S1 accounts. Refer to our Interest fees and charges brochure.

The minimum remaining balance must be at least \$1,000. If the balance falls below the minimum required balance the deposit must be fully redeemed unless TCU agrees otherwise.

Any withdrawal and applicable interest will be paid into your nominated TCU account, another financial institution or paid by cheque.

TCU reserves the right from time to time to change the conditions on which a deposit is held (other than the interest rate on the investment).

17.10 Business Accounts

Low Usage Account S24, Medium Usage S24 and High Usage S26

Use for day to day operating.

Cheque and deposit books are available.

Statements can be sent on a regular basis, i.e. monthly, quarterly or can be printed from your business internet banking at any time.

Internet banking available

Account is to be maintained in credit at all times no overdraft available.

Tiered interest rates

Interest is calculated daily and processed to accounts on the last working day of the month. Refer to TCU's Interest, Fees and Charges Brochure.

17.11 Community Council Account S28 (No longer available for Sale)

Refer to TCU's Interest, Fees and Charges Brochure.

17.12 Business Account S30 (No longer available for sale)

Refer to TCU's Interest, Fees and Charges Brochure.

18. Electronic Access

18.1 Definitions

The following definitions apply to these Conditions of Use:

“access code” a password or code which you the user must keep secret, that may be required to authenticate a transaction or a user. eg pin, internet banking password, telephone banking password

“ATM” automatic teller machine.

“access card” an ATM card, debit card includes our Visa Debit Card. issued to you by TCU, which can be used to access an account using electronic equipment or for the purpose of making a Contactless transaction.

“business day” a day that is not a Saturday, Sunday or a public holiday or local holiday in the place concerned

“contactless transaction” means a purchase transaction made by holding your Card (which is capable of making a Contactless transaction) with a contactless terminal and without having to insert or swipe it.

“device” device we give to a user that is used to perform a transaction. E.g ATM card, Visa debit card. or a token issued that generates a passcode

“eftpos” electronic funds transfer at the point of sale

“ePayments Code” The Code is designed to cover any type of electronic transaction that is initiated using electronic equipment and does not involve a manual signature for authorization. e.g. ATM transactions, EFTPOS transactions, using your Visa card over the phone or internet to pay for a purchase, Internet and Phone Banking and BPay payments. Refer asic.gov.au for more information.

“electronic equipment” means any electronic terminal, computer, television, telephone or similar equipment which is capable of creating, receiving or displaying information sent or to be sent via SMS, email or other method of transmission.

“EFT transaction” means a transfer of funds initiated by an instruction you give through Electronic Equipment to debit or credit an account and not intended to be authenticated by a signature.

“identifier” information that a user knows but is required to keep secret, and must use to perform a transaction. i.e. account number or customer number, password.

“internet and phone banking” means any service we offer from time to time through a communication network (including telephone and the internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an Account or other matters we specify.

“phone banking password” means the password used to log on to phone banking.

“password” means the password or number used with your account which is not a PIN.

“phone banking” means a service we offer through a telecommunications network to enable you to receive account information and to conduct account transactions via phone. “PIN” means a personal identification number used in conjunction with a Card.

“PIN” means a personal identification number used in conjunction with a Card.

18. Electronic Access

“terminal” means an electronic device including an ATM, PINpad, cash dispenser unit, eftpos terminal, contactless terminal or any other electronic funds transfer device in which the combined use of a Card and a PIN or use of a Card alone may be used to operate on an account but does not include Internet or Phone Banking.

“TCU” means Traditional Credit Union Limited ABN 50 087 650 922 and its successors and or assignees.

“user” means you or a person authorised by you to operate on your accounts.

“username” means each name, TCU or a third party issues to you or allows you to choose for use with your password or a device (or both) to enable you to access an account using electronic equipment and includes:

- a customer registration number;
- a customer identification;
- an account number or password; or
- a log on name and;

“you” means the account holder and each authorised user.

“we, our, us” means TCU.

18.2 Other Agreements

To the extent that there is any inconsistency between these Conditions of Use and any previous agreement between you and TCU relating to an electronic transaction, these Conditions of Use will apply. Upon using an electronic process after receiving these Conditions of Use you will be taken to have agreed to these Conditions of Use.

18.3 Warranty that the ePayments Code applies to TCU

TCU warrants that it will comply with the requirements of the ePayments Code where those requirements are relevant to your dealings with TCU.

18.4 Electronic Access Method

The access methods open to you in relation to an account you have with TCU will be explained in the Terms and Conditions applying to that account when it is opened or as changed from time to time.

18.5 Control of transactional limits

TCU may limit the amount of funds you can access from an account when performing an electronic transaction. There may be:

- a limitation on the funds you can deposit, transfer or withdraw through an electronic transaction by;
- a maximum or minimum value of funds

18. Electronic Access

- the type of services you may purchase
- the number of electronic transactions you may perform in a specified period.
- a limitation depending upon the type of account and access method used to perform the electronic transaction;
- additional restrictions from other financial institutions, merchants or other third parties.
- the other terms of your account with TCU where they are expressed to prevail over these Conditions of Use.
- alterations to each of the above limitations from time to time.
- As at 1 January 2013 TCU has imposed a daily card withdrawal limit of \$1000.

18.6 TCU will provide you with an access method

TCU will tell the account holder when a, card, user name, or other device will be issued to you.

18.7 Security of access method

You must keep any passwords, usernames, cards and logon code (if any) and any device which allows you to access your account/s, safe from loss, theft or use by another person without your knowledge or consent.

You must not use your birth date, or an alphabetical code which is a recognised part of your name as a password. In the event that you do, the account holder may be liable for any loss arising from an unauthorised transaction. You must not:

- **permit another person to use your access method;**
- **disclose your password/s or access methods to any other person;**
- **allow someone to see you entering, or overhear your password when using electronic equipment; or**
- **record your password in or on your device or on any article carried with or placed near your device that is liable to loss, theft or abuse at the same time (providing your passwords is reasonably disguised). Failure to keep all aspects of your access method secure may increase the account holder's liability for any related unauthorised use of the access method, device, username or password (see below).**

18.8 Loss or theft access method

You must advise TCU immediately when you become aware that your card, username, password, password record or any other device or one or more of them has or may have been stolen or lost or where you know that:

- your password or password record has or may have become known to another person;
- your card, password, password record or another device (if more than one each of them) has or may have been used by another person;

18. Electronic Access

- your username has or may have been used by a person other than TCU or a third party who issued the username to you; or
- your card, username, password, password record or any other device (or more than one of them) has or may have been lost or stolen.

Your report must be made to TCU by visiting one of our branches or by telephoning TCU to make the report. TCU will provide you with some form of receipt of your report, which you should retain as evidence as to the time and date of your report. Lost/Stolen card outside hours call 1800 621 199.

If TCU's facilities are not available for you to make the report TCU will be liable for all losses occurring as a result of your inability to notify us of the loss, theft or misuse, provided that you notify us within a reasonable time of TCU's facilities for notification becoming available.

Where either your password has become known to another person or may have been used by another person you must change that password. If your username may have become known to another person or may have been used by another person other than TCU or the third party that issued that username to you, you must stop using that username and change it.

18.9 Cards

18.9.1 Card Validity & Expiry

You must sign your card immediately you receive it. You must not use the card before the commencement date or after the expiry date identified on the card. As soon as the card expires you must destroy the card. The card remains the property of TCU.

18.9.2 Loss or Theft of Card

Once you report to TCU that a card is lost (replacement card fee may apply) or stolen, we will cancel the card. If you locate the card you must destroy it. **You can report your lost or stolen card by telephoning the 24 Hour Emergency Hot Line 1800 621 199 or 61 2 9959 7480 from overseas.**

18.9.3 Cancelling a Card

This may occur by:

- TCU cancelling the card. We reserve our rights to close any card account at any time without notice to the account holder where:
- We believe use of the card or card account may cause loss to the account holder or TCU;
- The account holder stops using the account (becomes dormant);
- All accounts to which the card had access have been closed;
- The account has been overdrawn.

The account holder may cancel a card at any time by:

- Contacting TCU and requesting that the card be cancelled.

18. Electronic Access

Once a card has been cancelled it must not be used. The cardholder must agree to cut the card diagonally in half and securely dispose of it. The cardholder remains liable to make payments in accordance with the terms of that account.

18.9.4 Chargeback requests

Important Information about Chargebacks for VISA Card.

You should inform us as soon as possible if you become aware of circumstances which might entitle you to a chargeback and let us have the cardholder's copy of the VISA transaction receipt in question.

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 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. You can do so by telling us within 30 days after the date of the statement which shows the transaction and providing us with any information we may require.

You are not able to reverse a transaction authenticated using Verified by VISA unless we are liable as provided in the ePayments Conditions of Use.

18.10 Operating electronic equipment

18.10.1 Access Method

TCU will make all reasonable efforts to enable you to operate your account through the electronic equipment that you and TCU have agreed that you may have access to. TCU may withdraw your access to accounts by means of that electronic equipment without telling you if:

- the electronic equipment malfunctions or is otherwise unavailable for use;
- a merchant refuses to accept your card;
- any one of the accounts is overdrawn or will become overdrawn or is otherwise considered out of order by TCU;
- TCU believes that your access to accounts through electronic equipment may cause loss to the account holder or TCU;
- TCU believes that the security of your TCU access method or TCU's systems may have been compromised; or
- otherwise in accordance with Terms and Conditions applicable to the account unless this is prohibited by law. TCU may at any time change the types of accounts that may be operated or the types of electronic transactions that may be made using particular electronic equipment.

18. Electronic Access

18.10.2 Operation of Electronic Equipment

The instructions you enter into electronic equipment is taken as authority from the account holder for TCU to act on those instructions. An electronic transaction made by you cannot be cancelled, altered or changed by you unless specifically allowed by the terms provided under a specific electronic service.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash dispensed by the electronic equipment and the amount shown on the receipt, you must report this to TCU as soon as possible. You may make your report by calling us or visiting one of our branches.

18.11 Conditions of use

If you deposit funds to an account by performing an electronic transaction and there is a difference between the amount recorded by the electronic equipment used to make the electronic transaction and the amount TCU receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account. TCU accepts responsibility for the security of deposits received by TCU at any of TCU's electronic equipment from the time the transaction at the electronic equipment is completed, subject to verification of the amount deposited. TCU is not liable for the refusal of any merchant to accept any electronic transaction and to the extent permitted by law, are not responsible for the goods and services supplied by a merchant. Any complaints concerning the purchase of goods and services must first be delivered to the merchant. You accept that electronic transactions may be subject to other limitations imposed by a merchant, any relevant financial institution or other third party, including restrictions on any type of electronic transactions that can be carried out using that merchant's electronic equipment.

Not all electronic equipment from which cash can be withdrawn will always contain cash. Any cash dispensed by electronic equipment is at your risk once it becomes visible or available for you to collect.

Not all electronic equipment will allow you to make deposits either by Electronic Funds Transfer or by depositing cash or cheque. Subject to the ePayments Code and TCU's other legal obligations, TCU may from time to time disclose to other persons information about your TCU access method where that disclosure is necessary for the administration and security of TCU's systems or the account or as otherwise permitted or required by law.

18.12 Transaction Records

When you complete an electronic transaction you will receive a receipt unless: the transaction is conducted by voice command; or you specify that you do not require a receipt. If you make a BPAY transaction over the internet, the receipt will be provided when you complete the transaction. It is important you keep all receipts and receipt information for your records and check them against your account statements.

18.13 Account Statements

TCU will send statements of account to the account holders recorded address at least every six months or in accordance with the terms applicable to that account and any relevant legislation. **If you identify errors or unauthorised transactions on the statement of account, you must report this to TCU as soon as possible.**

18. Electronic Access

18.14 Unauthorised transaction/s

Electronic transactions that are performed without your consent or authority are for the purposes of these Conditions of Use called 'unauthorised transactions'.

18.15 Authorised transactions

The account holder is responsible for electronic transactions carried out by them or anyone else with their knowledge and consent.

18.16 Unauthorised transactions

18.16.1 When TCU is liable

TCU will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of TCU employees, its agents, or other associates, merchants or other agents involved in networking arrangements, their agents or their employees;
- caused by any forged, faulty, expired or cancelled aspect of any access method
- arise from transactions that require the use of any device or password forming part of your access method that occurred before you received the device or password (including a reissued device or password);
- result from the same electronic transactions being incorrectly debited a second or more subsequent time to the same account;
- results from an unauthorised transaction that occurs after you have notified TCU that any device forming part of the access method has been misused, lost or stolen or the security of the passwords forming part of the access method has been breached; or
- result from an unauthorised transaction if it is clear to TCU that you have not contributed to the losses.

18.16.2 When the Account Holder has limited liability

When it is unclear whether or not you may have contributed to the loss caused by the unauthorised transaction, the amount of the account holders' liability arising from the unauthorised transaction (where a password was required to perform the transaction) will be limited to the least of:

- \$150.00
- the actual loss at the time TCU is notified of the loss, theft or unauthorised use of the device or that the security of the passwords have been breached (but not that portion of the loss incurred on any one day that exceeds the daily transaction limit or other periodic limit if any); or
- the balance of the account including any pre-arranged credit from which value was transferred in the unauthorised transaction.

18. Electronic Access

18.16.3 When the account holder is liable

You will be liable for losses resulting from transactions where we can prove on the balance of probability that the user contributed to a loss in the following instances:

- engaged in fraud;
- voluntarily disclosed the access method to anyone including a family member or friend; recorded your PIN number on your Card kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your Card or liable to loss or theft simultaneously with your card;
- failing to protect the security of any password records so that the password or passwords may be lost or stolen at the same time;
- by using your birth date or an alphabetic code which is a recognisable part of your name, as a password; or
- by acting with extreme carelessness in failing to protect the security of your Pin or passwords forming part of the access method.

Unreasonable delay in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us. If you leave your card in an ATM, you will be liable for all losses arising from unauthorised transactions.

The account holder is liable for the actual losses which occur before TCU is notified that a device used to access your accounts has been misused, stolen or lost or that security of passwords forming part of the access method has been lost stolen, misused or that security of the password forming an aspect of the access method has been breached, except for:

- that portion of the loss that exceeds any applicable daily or periodic transaction limits;
- that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- the portion or the loss on your account which exceeds the available balance of your account;
- losses incurred on any accounts which TCU and the account holder had not agreed could be accessed using the access method;
- losses incurred as a result of you , recording or storing a password in a way that is required or recommended by TCU for the purposes of you using an access method

18.17 Liability caused by equipment malfunction

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

18. Electronic Access

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.

18.18 Error or dispute resolutions

If you believe an error has been made, please notify us.

18.18.1 TCU's Response

We will respond to you within 21 days of details being given to TCU. Our response will be in writing. We will provide you with either a final decision on the matter or explain that more time is needed (in exceptional cases) for the investigation and will in those cases provide a final decision within 45 days of the above details been given to TCU.

18.18.2 TCU Fails to Comply

If we our employees or agents fail to observe the obligations under this provision then an external dispute resolution body may decide that TCU is liable for all or part of the amount that is the subject of the complaint.

18.19 Changes to these conditions of use

TCU can change these Conditions of Use. We will only do so after giving the account holder at least 30 days' notice or any longer period required by law. The conditions we may alter include:

- charges relating solely to the use of the access methods or the issue or replacement of an access method;
- liability of an account holder for losses relating to electronic transactions;
- altering transaction limitations or other limitations applying to the use of an access method.

18.20 When a notice is effective

Subject to law notice is taken to have been received by you when:

- it is a written notice, when it would have been delivered in the due course of post if it is mailed to your last known address;
- it is a notice by press advertisement on the day the press advertisement is published; and
- it is a notice given by electronic communication at the time the electronic communication is sent from TCU's information system to your last known email address.

18. Electronic Access

18.21 Rights exercisable

The failure of TCU at any time to require performance of any obligation under this agreement is not a waiver of TCU's right:

- to insist on performance of, or claim damages for breach of that obligation unless that party acknowledges in writing that the failure is a waiver; and
- at any other time to require performance of that or any other obligation under these Conditions of Use.

19. BPAY®

TCU is a member of the BPAY. BPAY can be used to pay bills bearing the BPAY logo.

BPAY payments can be processed through Phone Banking, Internet Banking or our Mobile Money App.

This document contains information about, and sets out the terms and conditions applying to BPAY. It is important you read these terms and conditions carefully before you use BPAY.

Your use of BPAY acknowledges your agreement to BPAY Terms and Conditions.

By using BPAY you become bound by these terms and conditions of use.

19.1 Definitions

“BPAY” means the electronic payment scheme operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers by either Telephone or Online Banking.

“Biller” means an organisation that allows you to make payments to them through the BPAY scheme.

“BPAY Payment” A payment to a BPAY Biller using the BPAY service.

“BPAY” is the registered trademark of BPAY Pty Ltd ABN 69 079 137 518

“Business Day” a day that is not:

- A Saturday or Sunday; or
- A public holiday or
- A gazetted holiday in the place in which any relevant act is to be done or may be done

“Cut off Time” 1:30pm on a Banking Business Day. Otherwise, on the next Banking Business Day after you direct us to make the payment.

19.2 Using BPAY

To process a BPAY payment you must have the:

- Biller Code and your Customer Reference number (found on your bill).
- Account details from which you want to make the payment from
- Amount of the payment
- Date the payment is due if making a future dated (scheduled) payment

19. BPAY®

19.3 What happens if I make a payment error?

You must be careful when inputting information, as payments are final unless fraudulent.

- If you make a BPAY payment greater than the required amount, you must contact the biller to obtain a refund.

19.4 BPAY Cut Off Times

If a BPAY Payment is made, before 1.30pm (NT time) on a Business Day, the biller should receive the payment on the next Business Day. After 1.30pm (NT time) on a Business Day, the biller should receive the payment 24-48 hours later, excluding weekends and public holidays. On a non-Business Day allowing 24-48 hours, the biller should receive the payment the next business day.

Your TCU account will be debited with the BPAY payment immediately. Delays may occur due to another BPAY scheme participant not complying with its obligations.

Details of your BPAY payments will appear on your TCU statement.

19.5 Can a BPAY transaction be cancelled?

We cannot stop any BPAY transaction once you have made the payment.

19.6 What happens if a Biller cannot process a payment?

If we are advised that a payment cannot be processed by a Biller the payment will be returned to us and we will credit your account with the amount of the BPAY payment.

19.7 Transaction Receipt Numbers

Each time you make a BPAY payment you will be provided with a receipt number. Please keep a record of this number.

19.8 Security Breaches

You must notify us promptly if you did not authorise a BPAY payment debited to your account, or if you think you may have been fraudulently induced to make a BPAY payment.

20. Online / Internet Banking

Your use of Internet Banking acknowledges your agreement to TCU's Online Banking Terms and Conditions.

Internet Banking allows access to your accounts 24 hours, 7 days a week, 365 days a year.

You register for access to Internet Banking by visiting a branch.

We strongly recommend that you retain this guide as it contains information that could be important to you in the future.

TCU will issue you with an initial password to access Internet Banking. For security purposes the system will require you to change this password to an alphanumeric or combination of alpha or numeric password chosen by yourself. This will need to be a minimum of 6 and maximum of 10 characters. (Note: Passwords are CASE sensitive).

You should not divulge your passwords to any person or allow any person to watch you enter your password. This includes family members and third parties.

You must notify us as soon as you become aware of unauthorised use of your password or account or if you suspect your password has become known to someone else. You will be liable for any misuse of the system up until the time of notification.

The use of the password will constitute authority for TCU to process transactions permitted in respect of your accounts with TCU.

TCU will take reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by them through Internet Banking will remain confidential and protected from unauthorised access but TCU will not otherwise be liable for any unauthorised access by any means to that information.

TCU may cancel the use of the Internet Banking service at any time without notice if we believe the service is being misused in a manner that would cause loss to you or TCU.

TCU will incur no liability whatsoever for any delay in acting or failing to act on any function specified by this service.

TCU's current schedule of fees and charges applies to this service. Refer to TCU's Interest, fees and charges brochure.

A preset transfer limit of \$1000 applies.

If you experience difficulties using Internet Banking or wish to increase your transaction limit, please telephone 8999 0777, 9.30am to 4.00pm, excludes public holidays.

If you wish to terminate the use of Internet Banking you may do so by sending your request in writing or by phoning us on 8999 0777.

20. Online / Internet Banking

20.1 Things you can do with Internet Banking

- Check the balance of your account.
- Transfer funds between TCU accounts.
- Transfer funds externally
- Pay bills using Bpay.
- Update your personal information.
- See past transactions
- Print your financial information.

20.2 How to use Internet Banking

Step 1:

To arrange Internet Banking visit a TCU branch. Staff will set it up and provide you with a temporary password.

Step 2:

Log in to internet banking at www.tcu.com.au. You will need to enter your member number and the temporary password you were given.

Step 3:

The system will ask you to choose a new password. Follow the instructions on the screen to do this.

Step 4:

On the top of the screen you will see a menu of all of the things you can do with Internet Banking. Click on the item that you would like to use and follow all the instructions on the screen.

Step 5:

When you have finished using internet banking, **always click the red Log Out button**. This will ensure that no one else can access your accounts after you leave the computer.

20.3 Transaction Receipt Numbers

Each time you make a transaction through Internet Banking we will provide you with a receipt number. Please keep a record of this number.

20.4 Mistaken Payments

We are not responsible for any loss suffered if the account numbers, BSB or amounts of transactions you authorise are incorrect, invalid or if you authorise transactions more than once in error.

The account name of the account funds are being transferred to will not be used by us when transferring funds.

Funds will be transferred to the account number provided regardless of whether the account name matches the account number.

20. Online / Internet Banking

Before sending you must check the details of each transfer and ensure that the account number, BSB and amounts are correct.

Once you authorise transactions to be processed generally we will not be able to stop, withdraw, suspend or delete the transfer. When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred.

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.

We will depend on the receiving Bank being able to recover the funds. 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.

If a transfer cannot be processed by the receiving financial institution, the funds will be returned to your account. This may take approximately 3 days but can take longer depending on the other financial institution.

20.5 BPAY®

When you see the BPAY symbol on a bill you can arrange to pay it using Internet banking or our Mobile Phone App.

20.6 Future Dated BPAY Payments

If we are unable to make a future dated payment due to insufficient funds, an invalid account or the biller no longer participates in BPAY we are not at fault for non-payment.

20.7 Incorrect BPAY Amounts

If you send too much in a payment you will need to contact the BPAY recipient. TCU cannot recover incorrect Bpay payments.

20.8 BPAY Payments and System Cut-Off Times

- Before 1.30pm (NT time) on a business day, the account holder should receive the payment the next business day.
- After 1.30 pm (NT time) on a business day, the account holder should receive the payment 24-48 hours later, excluding weekends and public holidays.
- On a non-business day allow 24-48 hours, the account holder should generally receive the payment the next business day.

Delays may occur due to factors outside our control.

20.9 External Transfers

External Transfers are fund transfers from your TCU Account to any valid account at another Australian Financial Institute who accepts such a payment.

20. Online / Internet Banking

- Before 1.30pm (NT time) on a business day, the account holder should receive the payment the next business day.
- After 1.30 pm (NT time) on a business day, the account holder should receive the payment 24-48 hours later, excluding weekends and public holidays.
- On a non-business day allowing 24-48 hours, the account holder should receive the payment the next business day.

Delays may occur due to factors outside our control.

20.10 Internal Transfers

An internal funds transfer is a transfer from your TCU account to any valid TCU account.

20.11 Password Security

Do not reveal your Password/s to anyone or keep a written record of it. The best way to ensure protection of your Password is to memorise it.

When choosing a Password you must avoid the use of:

- repeated digits
- your date of birth
- your telephone number
- your postcode
- simple sequences
- alphabetical codes that are part of your name

20.12 Unauthorised Transactions

You are liable for any loss caused by unauthorised access or breach of security through Internet Banking, if you contributed to the use by:

- voluntarily disclosing one or more access codes to anyone, including a family member or friend
- keep a written record of your password liable to loss or theft simultaneously carried with the device
- you unreasonably delay telling us your password had been misused or become known to someone else

You are not liable for unauthorised use that:

- occurs before you have received your password that we provide, or before you have established your password
- takes place after you tell us that your password has been misused, or has become known by someone else.

20. Online / Internet Banking

20.13 Use of Online Banking

We are authorised to act upon all instructions given through Internet Banking using your account number and Internet password. Transactions made through Internet Banking:

- are governed by these conditions
- are governed also by the terms and conditions of the accounts being used
- may be processed at our option on the next business day
- may be limited to specific amounts.

We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us through Internet Banking remains confidential and protected from unauthorised access but we will not otherwise be liable for any unauthorised access by any means to that information.

We may cancel the use of your password for Internet Banking at any time without notice if we believe the password is being used or will be used in a way that will cause losses to you or us.

We are not liable for any loss or damage if an Internet Banking transaction is not effected or is delayed or is in error for any reason.

20.14 Spyware/Malware Protection

TCU recommends use of appropriate software on your PC to minimise the risk of a security breach.

20.15 Security Warning

TCU will never ask you via email, telephone, or any other way to divulge your Internet Banking password.

You can check that you are connected to TCU Internet Banking by:

- Observing the locked padlock symbol located in the bottom right corner of your browser.
- Clicking on the locked padlock symbol to check the certificate.

20.16 Accuracy

We will take all reasonable steps to ensure that the information that we make available to you through Internet Banking is correct. We will not be liable for any inaccuracy, errors or omissions in that information because of the communication network, ancillary equipment or any other circumstance beyond our reasonable control.

20. Online / Internet Banking

20.17 Times When Internet Banking is not available

We undertake to make all reasonable efforts to ensure that Internet Banking is available to you during the hours specified by us but we are not liable to you for or in connection with:

- failure of Internet Banking to perform in whole or in part, any function which we have specified it will perform
- the unavailability of Internet Banking to you in whole or in part because of the failure of the communication network, your equipment/software or any circumstance beyond our reasonable control or
- delays or errors in the execution of any transaction or instruction because of the communication network, your equipment/software or any circumstance beyond our reasonable control.

20.18 Fees and Charges

Fees and Charges may apply and are found in our Interest Fees and Charges brochure available on the website or from any TCU branch.

20.19 The ePayments Code

The ePayments Code governs all electronic funds transfer transactions to or from accounts which are initiated by a user through electronic equipment using an access method, this includes Phone Banking transactions. We will actively comply with the ePayments Code.

20b. TCU Mobile Banking

20b 1. Mobile Banking

TCU Mobile Banking is internet banking accessed from a mobile device using an application (App). It is available only to registered users of our Internet Banking service. Account holders under the age of 12 years can have "Enquiry Only" access to Mobile Banking. Mobile Banking allows access to your accounts 24 hours, 7 days a week, 365 days a year.

20b 2. Register for Access

You register for access to Mobile Banking by visiting your branch.

20b 3. Password

Uses your Internet Banking password to access.

You should not divulge this password to any person or allow any person to watch you enter your password. This includes family members and third parties.

20b 4. Notify

You must notify us as soon as possible if you become aware of unauthorised use of your password or if you suspect your logon password has become known to someone else. You will be liable for any misuse of the system up until the time of notification.

20b. TCU Mobile Banking

The use of the logon password will constitute authority for TCU to carry out a range of transactions permitted in respect of your accounts with TCU.

20b 5. Reasonable Precautions

TCU will take reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by them through Mobile Banking will remain confidential and protected from unauthorised access but TCU will not otherwise be liable for any unauthorised access by any means to that information.

20b 6. Cancellation

TCU may cancel the use of the Mobile Banking service at any time without notice if we believe the service is being misused in a manner that would cause loss to you or TCU. TCU shall incur no liability whatsoever for any delay in acting or failing to act on any function specified by this service.

20b 7. Access to your Accounts

Mobile device access to your Accounts

- (a) You will use your member number and internet banking password when logging on to our Mobile Banking service. When using the TCU Mobile Money App you can set a 4-digit Passcode for access to the TCU Mobile Money App, However you will need to use your full internet banking password when transacting.
- (b) Mobile Banking services and features include:
 - Check account balances;
 - View transaction history;
 - Transfer money between accounts (internal and external);
 - Use BPAY to pay bills;
 - View interest information;
 - View your personal details; and
 - Locate TCU ATMs and branches.

We will not be liable for any loss where you have stored sensitive information such as your member number, passwords and or contact details on your Mobile Device.

20b 8. How to use TCU Mobile Banking

You will need to enter your member number and your Internet Banking password each time you access this service.

TCU's Mobile Banking App is available for both Apple and Android compatible devices. You must download and install the app as follows.

20b. TCU Mobile Banking

Step 1:

Go to either Apple iTunes Store or Google Android Store and search for “TCU Mobile Money”, then download to your device. The App should install automatically.

Step 2:

Once installed, tap the TCU Mobile Banking icon displayed on your Phone or Tablet to open the App. You will be presented with a Terms and Conditions page which you must accept to continue to use the App.

Step 3:

On the next screen you will need to enter your TCU member number and Internet password, then whether you would like to use a PIN number for quick access to the Mobile App. By default PIN No Access is set to “ON” which we recommend you keep for added security. If you decide to turn PIN Access “OFF” you will need to log in with your Internet Banking user name and password every time you access the Mobile App. If you decide to accept the default and use a PIN number you will need to enter the PIN twice to confirm it. The last option on this screen, Balance Display “ON” will display your current balance in the Notifications area of the App, which for your convenience we also recommend you leave turned on.

Step 4:

Once initial registration is completed and you are logged in you will be presented with the App Home Screen, however with all subsequent log-on’s you will first be presented with a “Splash Screen Image” whilst the application loads in the background. Once loaded the application main screen will display several icons providing access to the various features available. At the bottom of the main screen you can use the icons to find a TCU ATM or branch nearest to your location.

Things to know:

After registering the Mobile App, the next time you log in you need only to provide your PIN number for access. However, as an additional security feature, you will need to provide your Member Number and password to access accounts and authorise transactions.

Data Usage:

Your phone services supplier may charge you for data usage associated with use of the TCU Mobile Banking App.

21. TCU Phone Banking

Your use of Phone Banking acknowledges your agreement to TCU's Phone Banking Terms and Conditions.

We do not warrant that:

- (a) the information available to you about your accounts through our home banking service is always up to date;
- (b) you will have 24 hours a day, 7 days per week, access to telephone banking.
- (c) data you transmit via telephone banking is totally secure.

Account holders under the age of 12 years cannot have access to Phone Banking.

21.1 How to Access Phone Banking

To access Phone Banking you must have an access code which is issued by TCU.

21.2 Access Codes and Security

Once received please call 8999 0777 and select option 2. The service is available 24 hours a day, 7 days a week from anywhere in Australia or overseas.

The first time you use Phone Banking you will be asked to change your access code. The prompts will guide you to do this. Each time you call Phone Banking you require your customer number and access code.

When accessing Phone Banking you should avoid using a telephone that records dialed numbers (e.g. hotels). In this instance you should speak to a TCU Staff member for personal assistance during business hours.

Do not reveal your access code to anyone. This includes family members and third parties. The best way to ensure protection of your access code is to memorise it. When choosing your access code you must avoid the use of:

- Repeated digits
- Your date of birth
- Simple sequences
- Alphabetical codes that are part of your name.

You must notify TCU if you suspect that your access code has become known to an unauthorised person or you suspect that unauthorised transactions have been made on your account. If this has occurred please contact TCU on 8999 0777 during business hours.

21.3 Call Costs

Phone Banking is a local call (Darwin area only). Other calls may incur higher costs.

21. TCU Phone Banking

21.4 Available Services

Phone Banking enables you to:

- Check account balances
- Check the last five transactions on an account
- Transfer funds between TCU accounts
- Make a BPAY payment
- Check interest earned on your account(s) for the last financial year
- Change your personal access code

21.5 How to use Phone Banking

Step 1:

To arrange Phonebanking, visit a TCU branch.

Step 2:

Once you have your pin call 08 8999 0777 and select Option 2.

Step 3:

You will hear a voice tell you:

"Welcome to TCU phone banking. Please enter your member number then press the # (hash) button".

Step 4:

After you have done this you will hear:

"Please enter your personal pin number then press the # (hash) button".

This is where you enter the phone banking pin number. This is different from your Cuecard or Visa card pin number.

Step 5:

The first time you use phone banking you will be asked to choose your own phone banking pin number. The voice will tell you:

"As this is the first time that you have used this service please enter a new personal pin number which you wish to use for all future enquiries. When selecting your new pin number you may enter any number with four digits followed by the # button, but please avoid the use of simple sequences, repeated digits or date of birth. Please enter your new pin number now followed by the # (hash) button".

21. TCU Phone Banking

Step 6:

The voice will now run through the main menu of services (following) that you can access through phone banking. Just follow the prompts and press the number of the service that you require.

Step 7:

If you would like to use phone banking to transfer money to someone else's TCU account you will need to call Head Office again on 08 8999 0777 to get a staff member to link that persons account number to your phone banking. This will make sure that you don't transfer money to the wrong persons account by accident. Once you have that persons account linked once you can then transfer money whenever you like without having to speak to an operator again.

21.6 Equipment Operation

TCU will do everything possible to ensure that Phone Banking is available 24 hours a day, 7 days a week. We cannot be held responsible for errors, inaccuracies or delays resulting from temporary failure of the Phone Banking network, ancillary equipment and other circumstances beyond reasonable control.

21.7 Transactions Limits

Your daily limit for Phone Banking is \$1,000. We are able to increase this limit upon receiving written request.

21.8 Third Party Authority

Access to Phone Banking can be provided to another person or third party provided all signatories to the account agree so in writing. The signatory(ies) of the account are responsible for ensuring that each authorised user of Phone Banking to the account are aware of and comply with the terms and conditions in this brochure.

21.9 Transfers between TCU Accounts

Funds can be transferred between any of your TCU accounts or to a linked TCU third party account (deposits only). excludes Term Deposits.

If there has been an error when transferring funds, please contact us on 8999 0777 during business hours or after hours at info@tcu.com.au.

21.10 BPAY®

To make a BPAY payment via Phone Banking, follow the prompts to the BPAY option, simply provide the biller code and reference number which is located on your bill. Once you have confirmed the details your nominated savings account will be debited.

Please ensure that you specify the correct amount that you wish to pay. If you make a BPAY payment and the discover that:

21. TCU Phone Banking

- The amount you specified is greater than the required amount; you must contact the biller to obtain a refund.
- The amount you specified is less than the required amount then you can make another BPAY payment to make up the difference.

If a BPAY payment is made;

- Before 1.30pm (NT time) on a business day, the biller should receive the payment the next business day.
- After 1.30pm (NT time) on a business day, the biller should receive the payment 24-48 hours later, excluding weekends and public holidays.
- On a non-business day allowing 24-48 hours, the biller should receive the payment the next business day.

Delays may occur due to another BPAY scheme participant not complying with its obligations. If we are advised by a third party that a biller cannot process your BPAY payment we will contact you.

Details of your BPAY payments will appear on your TCU statement.

21.11 Transaction Receipt Numbers

Each time you make a BPAY payment using Phone Banking you will be provided with a receipt number which acts as your receipt. Please keep a record of this number.

21.12 Liability

You are not liable for loss of funds if:

- Unauthorised use occurs before you accept your Phone Banking access code from TCU
- Unauthorised use occurs after TCU has been informed that your access code has been used by someone without your authorisation.
- A BPAY payment is made, or for an amount you did not instruct a BPAY payment is made, in accordance with a payment direction which appears to TCU to be from you or on your behalf but for which you did not give authority.

In these situations TCU will credit the amount to your account after the matter has been fully investigated. If you are liable for the loss of funds you must pay TCU the amount in question, if we cannot recover the amount within 20 business days from the person who received it and:

- You were responsible for the mistake
- You have not complied with your obligations to maintain the security of your access code.

21.13 Fees and Charges

For any fees that may apply to Phone Banking please refer to the Interest Fees and Charges brochure.

21. TCU Phone Banking

21.14 Termination

If you wish to terminate the use of Phone Banking you may do so by sending your request in writing, or by calling 8999 0777 during business hours. Similarly TCU may terminate your access at any time. TCU will advise you in writing if we terminate your access.

21.15 The ePayments Code

The ePayments Code governs all electronic funds transfer transactions to or from accounts which are initiated by a user through electronic equipment using an access method, this includes Phone Banking transactions.

22. Member Cheques

The terms and conditions for Member Chequing are in addition to all terms and conditions detailed in this brochure that relate to your TCU account. You should familiarise yourself with these terms and conditions and any Interest Fees and Charges that may apply and the rights and obligations detailed. The terms and conditions detailed are subject to change without notice.

To apply for a cheque book you must be over the age of 18 years. TCU's member Cheque facility is run in conjunction with our Bank and Indue. We have a relationship with the banking institution that Indue uses to settle and clear cheques. Indue are our service providers for this scheme. Both these parties are involved in the terms and conditions of our member Cheque facility.

22.1 Acceptance

In signing the application for a TCU cheque book, depositing funds to your account or upon prior issue of a cheque by you, you acknowledge and, subject to TCU's acceptance, you agree to these terms and conditions. In accepting the terms and conditions you have appointed both TCU and Indue as your agent and you authorise each of these parties to:-

- Deal with your TCU account(s) in conjunction with our bank ("the bank") so as to enable you to draw cheques (cheques for the payment of goods and services drawn from funds in your TCU account); and make deposits, in accordance with these terms and conditions;
- Debit funds in your TCU account to meet the amount of cheques or payment orders that you or your authorised signatories have signed and to meet the value of all costs, taxes or charges made or incurred by TCU or the Bank.
- Disclose to the Bank such information relating to your TCU account as is necessary to process all transactions carried out by you.

22. Member Cheques

22.2 Signatory Identification

We will not permit a person/signatory to operate on an account until his or her identity has been verified in accordance with procedures prescribed by the Anti-Money Laundering (AML) and Counter Terrorism Financing (CTF) Act 2006 and any other identification procedures we require. If there is a variation of authority to your TCU account we must be advised in writing.

Where a person's signatory is changed or altered they must advise TCU immediately.

22.3 Fees and Charges

Refer to our Interest, Fees & Charges brochure.

22.4 Nominated Account

The member Chequing facility will operate on the savings account type nominated by the account holder(s), which is required at the time of completing the cheque book application. As the cheque book is linked to a savings account you will earn the applicable interest.

22.5 Cheque Book Account Name

Your cheque book will display the same account name as that of your TCU savings account.

If the account name is that of a registered business, company or trust, the cheque book will be printed with the business name and ABN/ACN.

22.6 Cheque Books

The account holder(s) selects which cheque book they require when completing the cheque book application form.

Once your cheque book application is approved, your cheque book will be sent to your mailing address 10 – 15 business days from the time you lodge your application. We require 10 days' notice to re-order subsequent cheque books.

22.7 Presenting Cheques

Due to TCU's member Chequing facility being run in conjunction with Westpac, they (Westpac) have an obligation to dishonour a cheque drawn on your account, if Indue gives them a direction to refuse payment. Westpac may dishonour or refuse payment of any cheque drawn on your TCU account, regardless of the state of your account. Westpac has the right or an obligation to do so under the terms of its agreement with Indue relating to the member Chequing scheme.

22.8 Available Funds

The "available balance" includes any cleared funds in your TCU account, any unused line of credit or other agreed credit facility made available for your TCU account. The available balance does not include deposits received but are uncleared, interest accrued but not credited or deposits in transit. If the amount of any cheque presented for payment to the Bank exceeds the available balance of your TCU account at the time the cheque is presented, TCU may instruct the Bank to refuse to pay the cheque. In such an event TCU will advise you in writing but will incur no liability for failure to do so. Any costs incurred through such refusal, will be debited to your TCU account.

22. Member Cheques

22.9 Insufficient Funds

Should a cheque/s be presented where there are insufficient funds in the account that /those cheques will be dishonoured and a fee/s charged.

22.10 Cashing Cheques

No cheque(s) will be cashed by the Bank (Westpac) unless prior arrangements have been made between the customer, TCU and the Bank (Westpac).

22.11 Dishonouring a Cheque

It is your responsibility to ensure that all cheques drawn by you are properly authorised, completed and there are sufficient cleared funds in your TCU account. TCU can dishonour a cheque if:

- There are insufficient funds in your account to cover the full amount of the cheque
- The cheque is undated, unsigned or without a payee
- You have post-dated your cheque and it is presented for payment prior to that date
- The cheque is 'stale' that is, the date on the cheque is more than 15 months prior to the date of presentation
- The cheque drawing and deposit facility is terminated.
- The signature on the cheque differs from what we have on our records.
- If a cheque is dishonoured on your account a dishonour fee may apply. Please refer to our fees and charges brochures for the current fee.

22.12 Overdrawing Your Account

If your account becomes overdrawn for any reason, immediate repayment is required. A fee and debit interest will apply as outlined in our Interest fees and charges brochures.

22.13 Stopping Payment

You may request in writing, for the payment of any unrepresented cheque to be stopped. The written notice must be provided to TCU with clear and precise details of the cheque that is to be stopped. We may elect, at our own discretion, to accept instructions for a stop payment on a cheque via your telephone instructions pending written confirmation. Details to be supplied are:

- Account number from where the cheque is drawn
- Cheque number
- Amount of cheque
- Name of payee
- Date of the cheque

A fee may apply for stop payment cheques. Please refer to our Interest Fees and Charges brochure.

22. Member Cheques

22.14 Lost/Stolen Cheque Book

If your cheque book is lost or stolen, you must notify TCU immediately during business hours. You will remain liable for any cheques paid by us in good faith up to the time of notification.

22.15 Withdrawing/Suspending Your Cheque Book

TCU may withdraw or suspend this facility at any time without notice or reason. No cheques may be issued by you after the facility has been withdrawn.

22.16 Cancelling Your Cheque Book

You may cancel your cheque book at any time provided written notice is given to TCU. Any cheque received by TCU before we receive a written notice of cancellation may be paid in the normal course of business. Any unused cheques or cheque books which are linked to the account must be returned at this time. You will be held responsible for any cheques presented on your account until such time.

22.17 Subject to Approval

The member Chequing facility is subject to TCU's approval.

22.18 Variation of Terms and Conditions

TCU reserves the right from time to time to change the conditions of the member Chequing scheme.

22.19 Reduce the Risk of Fraud

- Never sign a blank cheque
- Never complete a cheque in pencil
- If you do not want the cheque to be cashed but you want the cheque to be banked into a bank account then you should "Cross" it with two parallel diagonal lines in the body of the cheque. You may also add the words "not negotiable" between the parallel lines.
- If you alter the cheque, you must always initial the alterations
- Contact us immediately if a cheque or your cheque book has been lost or stolen
- Always store your cheque book in a safe place
- Always check your statement against your cheque book butts to see that cheques you have written have been presented.

22. Member Cheques

22.20 Cheque Definitions

22.20.1 Open or Uncrossed Cheques

A cheque is a negotiable instrument, that is, it can be passed from one person to another. A crossed cheque with the words 'not negotiable' written between the lines, protects the true owner in the case it is lost or stolen.

22.20.2 Account Payee Only Cheques

When you add the words 'account payee only' between the two lines you are saying that only the named person can collect the proceeds of the cheque. These words may give you better protection against theft or fraud.

22.20.3 'Or Bearer' Cheques

TCU cheque forms have the words 'or bearer' after the space where you write the name of the person to whom you are paying the cheque. Therefore the cheque is a 'bearer' cheque. If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the cheque uncrossed and without the words 'not negotiable' or 'account payee only on it', we will pay the proceeds to anyone who presents the cheque.

23. Personal Loans (Withdrawn from 1.7.2018 no longer available)

For existing borrowers

We will comply with Debt Collection guidelines.

We will send a written default notice to the last address you have given us, and will give you an opportunity to pay any amount outstanding on an account with us, before we commence any legal action against you.

Part 4 - 24. General Information

24.1 ePayments Code

Covers all transactions processed through ATM's, EFTPOS, Telephone and Internet Banking.

24.2 Changes to Terms and Conditions

We may change fees, charges, interest rates and other conditions at any time. The following table sets out how we will notify you of any change.

Type of Change	Notice
Increasing your liability for losses relating to ePayments	20 days
Increasing any fee or charge	20 days
Adding a new fee or charge	20 days
Changing the minimum balance to which an account keeping fee applies	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited to your account	20 days
Changing interest rates	On the day of change
Changing any other term or condition	When we next communicate with you

24. General Information

We may use various methods, and combinations of methods, to notify you of these changes, such as:

- notification by letter
- advertisements in the local or national media
- notification on our website
- notification on or with your next statement of account

24.3 Changing your details

You must advise us immediately if you change your phone number or address. For changes to your name we will need documented proof of the change, such as:-

- a marriage certificate
- change by deed poll
- adoption papers
- divorce certificate

If an organisation, business or corporation changes its name, we need to sight a certified copy of the:-

- Certificate of Registration or Incorporation
- Resolution of the meeting of the organisation which decided on a change of name

24.4 Notification

By post to the address recorded in our banking system. It is accepted that the mail is delivered and received by you in the normal postal delivery time.

24.5 Account Switching

Traditional Credit Union will provide our members with a list of transactions and other recurring payments over the previous 13 month period from their personal savings and cheque accounts in order to facilitate the establishment for new accounts.

If TCU is the new Financial Institution it will provide the customer with information and support to help the member make the switch. If requested by the member, TCU will assist in notifying the billing or crediting organisations of their new direct debit and direct credit arrangements.

Traditional Credit Union will have the following data fields presented on the list. The members current BSB and account number, the type of transaction e.g.: debit or Credit, the last payment date, the direct entry user id, the name of the direct entry user, the name of the remitter and unique lodgment reference.

In addition members will be provided with information identifying other payments. The list of payments will include a list of periodical payments. Each periodical payment arrangement in the list must include the BSB and account number of the payee, payee name, narrative, payment date and amount.

The list and information that the customer is seeking is to be issued as soon as possible but no later than 5 business days of the customer request.

24. General Information

24.6 Copies of documents

At your request, we will send you a copy of any of the following documents relating to a product or facility you have, or have had, with us:

- loan application
- contract (including any Terms and Conditions/Fees and Charges booklet that make up part of the contract)
- security document
- statement of account
- notice previously given by your institution to the member/customer about exercising your rights (e.g. a default notice).

Fees and charges may apply.

24.7 Lodge a Complaint and Complaints Resolution

If you want to make a complaint or voice a concern we encourage you to contact us on 8999 0777 or by visiting your nearest branch or emailing us at info@tcu.com.au.

Our dispute resolution policy requires us to deal with any complaint efficiently and fairly.

If you are not satisfied with the outcome of your complaint or we are not able to resolve your complaint to your satisfaction within 45 days, you can contact the;

Australian Financial Complaints Authority (AFCA)

GPO Box 3 Melbourne Vic 3001

1800 931 678

info@afca.org.au

24.8 Customer Owned Banking Code of Practice

Customer Owned banking delivers customer-focused, competitive services. Credit unions and mutual building societies are customer-owned financial institutions committed to putting their customers first.

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

You can download a copy of the Customer Owned Banking Code of Practice at www.coba.com.au

24.8.1 Financial Claims Scheme

The Financial Claims Scheme (FCS) is an Australian Government scheme that provides protection to deposits in banks, building societies and credit unions, and to policies with general insurers in the unlikely event that one of these financial institutions fails.

The FCS can only come into effect if it is activated by the Australian Government when an institution fails. Once activated, the FCS will be administered by the Australian Prudential Regulation Authority (APRA).

For more information visit www.fcs.gov.au

24. General Information

24.8.2 The Code Compliance Committee

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

Code Compliance Committee Mutuals

PO Box 14240

Melbourne VIC 8001

Phone: 1300 78 08 08

Fax: (03) 9613 7481

info@codecompliance.org.au

24.9 Privacy

TCU recognises the importance of your privacy. We understand your concerns about the security of your personal information and we are committed to protecting it. Refer TCU Privacy Policy Brochure.

24.10 Fraudulent Conduct

We are not liable for any loss or damage caused to you by person (s) authorised to operate on your account. TCU will only be liable where it arises from fraudulent conduct by our agent or employee under statute or the ePayments Code.

24.11 Appropriate use of our services

You agree TCU may delay, block or refuse to make a payment if TCU believes on reasonable grounds that making the payment may breach any law in Australia or any other country. TCU will incur no liability to you if it does so.

24.12 How to Contact Us

If you wish to contact us, would like to provide feedback or have a complaint please contact us by:

Phoning us: 08 8999 0777

Writing to us: PO Box 40425 Casuarina NT 0811

Emailing us: info@tcu.com.au

Visit a TCU branch

Lost or Stolen CUECARDS or VISA DEBIT CARDS after hours HOTLINE 1800 621 199 in Australia or call 61 2 9959 7480 from overseas.

Our Branches

Alice Springs Phone: 8950 5888 Fax: 8950 5899 5/40 Todd Mall PO Box 4247, Alice Springs 0871	Borroloola Phone: 8975 8683 Fax: 8975 8387 PO Box 550 Borroloola NT 0854 768 Robinson Rd
Casuarina, Head Office Phone: 8999 0777 Fax: 8999 0788 PO Box 40425, Casuarina NT 0811 9 Rowling St, Casuarina NT 0810	Galiwinku Phone: 8987 9200 Fax: 8999 0788
Gapuwiyak Phone: 8987 9173 Fax: 8999 0788	Gunbalanya Phone: 8979 0101 Fax: 8979 0104
Katherine Phone: 8972 0555 Fax: 8972 1823 42 Katherine Tce, Katherine 0850 PO Box 795, Katherine 0851	Maningrida Phone: 8979 5888 Fax: 8979 5877
Milingimbi Phone: 8987 9920 Fax: 8999 0788	Minyerri Phone: 8975 9521 Fax: 8975 9520
Ngukurr Phone: 8975 4934 Fax: 8975 4934	Numbulwar Phone: 8975 4394 Fax: 8975 4223
Ramingining Phone: 8979 7948 Fax: 8999 0788	Wadeye Phone: 8978 2266 Fax: 8978 2255
Warruwi Phone: 8979 0174 Fax: 8979 0174	Wurrumiyanga (Nguiu) Tiwi Phone: 8978 3983 Fax: 8970 9337