

# Account Information and Access Facility Terms and Conditions

## Personal & Business Accounts

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## TCU Products and Services

This brochure contains the Terms and Conditions applicable to all of our Savings Accounts, Business Accounts, Investment Accounts and Access Facilities, including EFT access facilities, used in conjunction with your Account.

This document must be read in conjunction with our Interest, Fees and Charges brochures:

- Business accounts interest, fees and charges; and
- Savings and Investment accounts interest, fees and charges

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.

### About this Document

These Terms & Conditions help you to:

- understand how our Accounts and Access Facilities operate (including interest, arrears, Account statements etc);
- decide whether Traditional Credit Union's Accounts and Access Facilities will meet your needs; and
- compare Traditional Credit Union's Account and Access Facilities with other financial products you may be considering.

You should read these Terms & Conditions before making a decision to open an Account or Access Facility with Traditional Credit Union.

Please note by opening an Account or using an Access Facility you agree to be bound by these Terms & Conditions.

We recommend you read this document carefully. You can view or download this document by visiting our website at [www.tcu.com.au](http://www.tcu.com.au).

### 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:** 8999 0777

**Writing to us:** PO Box 40425 Casuarina NT 0811

**Emailing us:** [info@tcu.com.au](mailto:info@tcu.com.au)

**Visit a TCU branch**

**Visiting our Website:** [www.tcu.com.au](http://www.tcu.com.au)

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

## Definitions

**Access Code** means a password which enables you to have secure access to Phone Banking and/ or Internet Banking, including BPAY® and transfers to external parties. We will initially provide an Access Code to you, in the form of a number, via mail to you, following our approval of your application to use Phone Banking, or by telephone, in person at our branch following our approval of your application to use Internet Banking. You can change your Access Code(s).

**Access Facility** means the facilities we provide to you from time to time to access your Accounts in accordance with these Terms & Conditions.

**Access Method** means a method authorised by us for your use as a form of authentication, and accepted by us as your authority to make a transaction or to access or change information about your Account, that does not require a manual signature, and includes, but is not limited to any combination of a Card, Account Number, Card Details, expiry date, PIN, and Access Code.

**Account** means a deposit account with us.

**Account Number** means the number allocated to your Account by Traditional Credit Union to identify your Account. Each Account you hold will have a unique Account Number allocated to it.

**Accountholder** means the person(s) in whose name(s) an Account or Access Facility is held and if there is more than one Accountholder it means the Accountholders jointly and severally.

**AML** means Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) as amended, varied or substituted from time to time.

**ATM** means an automatic teller machine owned by us or another party.

**Available Funds** means, at any time, the total of all funds deposited in the Account that are available to be withdrawn (if any) not including uncleared deposits (for example, uncleared cheques).

**Biller** means an organisation who tells you that you can make Bill Payments to them through BPAY®.

**BPAY®** means the 'BPAY Payments' electronic payment service provided by BPAY Pty Ltd in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY®, either via Phone Banking or Internet Banking or any other Access Method as approved by us from time to time.

**BPAY® Payment** means a Payment transacted using BPAY®.

**BPAY Pty Ltd** means BPAY® Pty Limited ABN 69 079 137 518 of PO Box 1093, North Sydney NSW 2059, telephone (02) 9922 3511.

**Business Day** means, in the relevant place, a day that is not a Saturday, a Sunday or a public holiday.

**Card** means any authorised card issued by us which can be used to access an Account.

**Card Details** means the information provided on the Card and includes, but is not limited to, the Card number and expiry date.

**Chargeback** means that, subject to Card scheme rules, we may have a right to return a disputed transaction to a Merchant with whom the transaction was made.

**Code(s)** means your Access Code(s) and any other code or number used by you as a form of authentication (including a PIN and a Secure Code).

**Contactless** means the transaction (such as Payment) is, will be or has been conducted by holding or tapping a Card or Device (which is capable of making a Contactless transaction) in front of or near an EFT Terminal without having to insert or swipe the Card (e.g. Visa payWave).

**Contactless Enabled Card** means any Card which is capable of making Contactless transactions.

**Cuecard** means the Cuecard issued to you or a Third Party Operator by us.

**Cut Off Time** means the time, as we advise you from time to time, by which your Payment instructions must be received by us in order for these instructions to be processed that day by BPAY® or as a Direct Entry Payment.

**Deposit Guarantee** means a guarantee from the Government for funds up to \$250,000 held as eligible deposits.

**Device** means any tangible object or thing that is capable of generating, sending, receiving, storing or otherwise processing Electronic Communications to or from us that enables you to receive information about, or to transact on, your Accounts and includes a computer, mobile telephone, tablet, or any other telecommunications Device.

**Direct Credit** means a Direct Entry Payment to your Account.

**Direct Debit** means a Direct Entry Payment from your Account.

**Direct Debit Service Agreement** means the authority you provide to a third party to debit funds from your Account with us, and includes the Direct Debit request (or other form) that the third party may require you to complete.

**Direct Entry Payment** means an electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) administered by the Australian Payments Clearing Association.

**Electronic Equipment** includes, but is not limited to, a computer, television, telephone and an EFT Terminal.

**EFT Conditions of Use** means the conditions of use set out in these Terms & Conditions.

**EFTPOS** means a point of sale electronic banking facility available at retail or wholesale outlets.

**EFT System** means the shared system under which EFT Transactions are processed.

**EFT Terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with an Access Method to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

**EFT Transaction** means an electronic funds transfer to or from your Account using an Access Method and includes transactions carried out by means of:

- Cuecard
- Visa Card
- BPAY®
- Internet Banking
- Mobile Banking
- Phone Banking;

**External Transfer Payment** means a transfer of funds made using Internet Banking (including Mobile Banking) to an account held with another financial institution.

**Home Banking System** means our system for providing Internet Banking or Phone banking (including BPAY®).

**Internet Banking** means the service we provide through our Website (or a browser on a Mobile device) which you can access using an internet browser software application, which enables you to deal with us electronically over the internet including receiving information from and giving information to us about your Accounts or Access Facilities and conducting transactions on your Accounts.

**Joint Account** means an Account held in the name of more than one Member.

**Linked Account** means an Account, which you link to a Card.

**Member Number** means the number allocated to you by Traditional Credit Union to be used to assist us in identifying you and to allocate products and services you hold. You may be allocated more than one Member Number under your Membership.

**Membership** means holding one share in Traditional Credit Union entitling the Membership owner to products and services offered by Traditional Credit Union.

**Merchant** means a retailer or any other provider of goods or services.

**Minor** means a person under the age of 18 years old. Special terms and conditions apply to Accounts held by minors.

**Mistaken Internet Payment** means a Direct Entry Payment initiated by a 'user' (as defined in the ePayments Code) through a 'Pay Anyone' internet banking facility and processed by an Authorised Deposit-taking Institution which has subscribed to the ePayments Code where the funds are paid into the account of an unintended recipient because the user enters or selects a BSB and account number that does not belong to the intended recipient as a result of the user's error or the user being advised of the wrong BSB and account number.

**Mobile Banking (App)** means the Internet Banking service we provide through Mobile Banking software applications we make available for you to download on compatible Devices, which are designed for mobile Devices such as mobile phones and tablets, which enables you to deal with us electronically over the internet, including receiving information from and giving information to us about your Accounts and Access Facilities and conducting transactions on your Accounts but does not include Internet Banking accessed through an internet browser software application.

**External Payment** means a Payment processed using our 'Pay Anyone' facility in Internet Banking, including Mobile Banking.

**Payment** means a payment transacted using an Access Facility, and includes BPAY® Payments and External Payments.

**Phone Banking** means a service we offer through telephone communication network which enables you to receive information from us audibly about your Accounts, or to transact on your Accounts.

**PIN** means a personal identification number or word used in conjunction with a Card (except for Contactless Payments under \$100, if applicable).

**Privacy Act** means the Privacy Act 1988 (Cth) as amended, varied or substituted from time to time.

**Registered Mobile Device** means a mobile Device you have registered for use with Mobile Banking.

**Regular Payment** means a recurring Payment.

**Symantec** means Symantec Corporation.

**Terms & Conditions** means these Terms & Conditions and our "Interest, Fees & Charges" documents which comes with this brochure and any notice we give you about current interest rates.

**Third Party Operator** means any person nominated by you to whom we have issued an additional Card to access your Linked Account(s) including a person authorised by either a Member or the Guardianship Board to operate on an Account(s).

**Verified by Visa (VBV)** means the online transaction authentication service provided by us (or our nominated service provider).

**Visa** means Visa Inc.

**Visa Card** means a Visa Debit Card issued to you or a Third Party Operator by us.

**Visa Debit Card** means a Visa branded debit Card.

**Visa Debit Cash Out** means the ability to take cash out using a Visa Debit Card at an EFT Terminal at participating Merchants using the 'CR' option.

**Website** means our website accessible at [www.tcu.com.au](http://www.tcu.com.au).

**We, us, our, Traditional Credit Union, TCU or the Credit Union** refers to Traditional Credit Union Limited, ABN 50 087 650 922, Australian Financial Services Licence 244255 and Australian Credit Licence 244255.

**You** means, according to the context:

- the Accountholder;
- any third party the Accountholder nominates to operate the Account or Access Facility; and
- any person the Accountholder authorises us to issue a Card to.

# 1. Codes of Practice

## Customer Owned Banking Code of Practice

The Customer Owned Banking Code of Practice seeks to foster good relations between customer owned banking institutions and their customers. The Customer Owned Banking Code of Practice also seeks to promote fair and consistent treatment of customers of customer owned banking institutions by setting down formal standards of disclosure and conduct that customer owned banking institutions must comply with when dealing with their customers.

The Customer Owned Banking Code of Practice is administered by the Code Compliance Committee, an independent committee established by the Customer Owned Banking Association. Traditional Credit Union is a customer owned banking institution and is committed to the Customer Owned Banking Code of Practice.

The code contains 10 key promises:

1. We will be fair and ethical in our dealings with you;
2. We will focus on our customers;
3. We will give you clear information about our products and services;
4. We will be responsible lenders;
5. We will deliver high customer service and standards;
6. We will deal fairly with any complaints;
7. We will recognise customers' rights as owners;
8. We will comply with our legal and industry obligations;
9. We will recognise our impact on the wider community; and
10. We will support and promote the Customer Owned Banking Code of Practice

Our commitment to the Customer Owned Banking Code of Practice means that we will:

1. define standards of good practice and service;
2. disclose information that is relevant and useful to our Members;
3. clearly define the terms and conditions for all our products and services; and
4. make a simple, effective complaints handling process available to our Members.

You can obtain a copy of the Customer Owned Banking Code of Practice upon request or from our Website. The Customer Owned Banking Code of Practice applies to all our Accounts.

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](mailto:info@codecompliance.org.au)

## ePayments Code

We subscribe to the ePayments Code and warrant that we will comply with the ePayments Code where that Code applies to your dealings with us.

You can obtain a copy of the ePayments Code upon request or from our Website.



## 2. Privacy

### Collection of Personal Information

We collect personal information about you for the purposes of providing our products and services to you and for processing your Payments.

We owe you a duty to keep information about you confidential and in general, we will not disclose your information to other parties. However, we can disclose information we have about you in circumstances where:

- We are required to do so in order for us to provide you with your Account or Access Facility or to carry out your instructions in relation to an Account or Access Facility.  
For example, disclosure to our service providers or payment intermediaries, such as CUSCAL.
- We are compelled to do so by law.  
For example, disclosure to various Government departments and agencies such as the Australian Taxation Office of the amount of interest you have earned on your Account, and disclosure to the courts under subpoena.
- It is in the public interest to do so.  
For example, where a crime, fraud or misdeed is committed or suspected by us, and in our reasonable discretion, disclosure is justified.
- We are permitted by law and it is in our interest to do so.  
For example, disclosure to a court in the event of legal action to which we are a party, or if we are trying to recover a debt, we may have to inform solicitors, debt collectors or credit reference agencies.
- You ask us or agree for us to do so.  
For example, when you open an Account or apply for a service, you may agree to us giving a reference or passing on information to a credit agency by signing an authority allowing us to do so.

When you notify us of any changes to your personal information, you consent to us disclosing your updated personal information to the above parties.

You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the above parties by contacting them.

We must also comply with the Privacy Act which is an Act passed by the Australian Government that requires us not to disclose certain information about you unless that disclosure is allowed.

More detailed information on our privacy practices can be found in our Privacy Policy, which can be obtained from:

- any of our branches;
- by calling us on 08 8999 0777 or
- our Website.

### Anti-Money Laundering (AML) and Counter Terrorism Financing Requirements

We meet the regulatory and compliance obligations of AML and Counter-Terrorism Financing laws both in Australia and overseas. These obligations mean that:

- we will not allow a person to operate any Account(s) until his or her identity has been verified in accordance with any identification procedures we deem necessary to meet our obligations. This applies equally for all Account owners and authorised Third Party Operators;
- we may be required to obtain additional information from you where required by any law in Australia or any other country and you agree to provide us with that information;
- we may be required (and you authorise us) to disclose information provided to us or any other information where required by law in Australia or any other country.

You agree that you will not initiate, engage in or effect a transaction or Payment that may breach any law in Australia or any other country. If you do so, you indemnify us against any loss or liability we may incur which arises from such transaction or Payment.

## 3. Financial Difficulty

If you ever experience financial difficulty you should inform us promptly. The earlier you do so the sooner we may be able to assist you.

## 4. Accounts

### Traditional Credit Union Accounts & Access Facilities

Accounts & Access Facilities are facilities that give you transaction and savings Accounts as well as facilities for accessing these Accounts, including:

- Cuecard;
- Visa Card;
- Member Chequing;
- BPAY (registered to BPAY Pty Ltd ABN 69 079 137 518);
- Internet Banking;
- Phone Banking;
- EFTPOS and ATM access;
- Direct Debit and Electronic Credit requests;
- Regular Payments; or
- Mobile Banking.

By opening an Account, you authorise us to permit you or any of the Member(s) linked to the Account (each an "Authorised Person") to:

- operate the Account;
- deposit money in the Account;
- negotiate any cheques in your name;
- draw and sign any cheques (including instructions to stop payment on a cheque);
- withdraw all or any moneys standing to the credit of the Account;
- obtain statements of the Account and any information concerning the Account generally;
- give a third party authority to a Third Party Operator to operate the Account;
- transfer funds from an Account held by you with us to Accounts held with other financial institutions;
- authorise bill Payments to registered Billers via BPAY®; and
- use any electronic or other means available to access or operate your Account, in accordance with these Terms & Conditions.

You indemnify us for any liability arising out of the use of the Account including where an Authorised Person acts without, or inconsistently with, your instructions.

### Becoming a Member

You will need to become a Member of the Credit Union before we can issue an Account or Access Facility to you.

To become a Member, you will need to do everything we ask of you including, without limitation, complete a Membership application form and purchase a \$2.00 share in the Credit Union which is fully refundable should you ever resign your Membership.

You can open an Account jointly with another person, so long as you are both Members of the Credit Union.

Memberships can also be opened for non-personal use, trusts, clubs and societies, but must be opened in the name of a separate legal entity.

## **Providing Proof of Identity**

The law requires us to verify your identity when you open an Account or Membership or when you become a Third Party Operator to an Account or Membership.

You agree to provide us with any documents we reasonably require from you in order for us to comply with our obligations under AML or any other relevant legislation. If you do not provide us with this information we may refuse to open an Account or Membership for you or allow you to become a Third Party Operator.

The regulations require all identification to be current and original documents or certified copies of the original documents must be used.

## **Opening and Operating an Account**

You can open any combination of the Accounts & Access Facilities included in the Summary of Accounts & Access Facilities Table subject to the eligibility requirements of each Account type.

## **Overseas Residents**

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

## **Fees & Charges**

To find out more information about the current fees and charges applicable to our Accounts and Payment services, please refer to our "Interest Fees & Charges" documents.

We may vary fees or charges from time to time. Please see the Notification of Change Table for details of how and when we must notify you of any changes to those fees and charges.

## **Interest**

To find out more information about the current interest rates applicable to our Savings and Investment Accounts and Payment services, please refer to our "Interest Fees & Charges" documents.

We calculate interest on the closing daily credit balance of your Account as at the End of Day, unless otherwise indicated in "Interest Fees & Charges" documents. Tiered interest rates may be calculated on either the whole balance or part balance, refer to the Interest, Fees and Charges' documents for full details.

We may vary the interest rates that apply to Accounts from time to time. You can obtain information about our current interest rates from us at any time or by visiting our Website.

## **Tax File Numbers and Taxation**

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

When you apply for an Account and/or Access Facility we will ask you for your Tax File Number or exemption. We apply your Tax File Number to each Account and/or Access Facility. You are not obliged to disclose your Tax File Number to us. However, if you do not, and do not claim a valid exemption, we are obliged to deduct withholding tax from any interest you earn at the highest marginal taxation rate plus the Medicare levy rate. The withholding tax rate is set by the Government and may vary from time to time.

For a Joint Account, all holders must quote their Tax File Numbers and/or exemptions, otherwise withholding tax applies to the whole of the interest earned on the Joint Account.

For business Accounts and charities, you need only quote your ABN instead of your Tax File Number.

Your Tax File Number will be kept in accordance with the strict guidelines of the Privacy Act.

## Joint Accounts

A Joint Account is an Account in the name of more than one person.

The important legal consequences of holding a Joint Account are:

- the right of survivorship – when one joint holder dies, the surviving joint holder(s) automatically take the deceased joint holder's interest in the Account;
- joint liability – each joint holder(s) is individually liable for the full amount owing on the Joint Account. This means we can recover all money owing from one or more of the Account holders as we choose.

You can operate a Joint Account on the basis of:

- 'all to sign'; or
- 'only one to sign'; or
- specific signing authority, eg: 'two of four joint holders to sign'.

All to sign means all joint holders must authorise any action on the Account, including closure of the Account. Only one to sign means any one joint holder can authorise any action on the Account, including closure of the Account.

Specific signing authority means the instruction for a signing authority to be followed in regard to any action on the Account, including closure of the Account.

If the Joint Account holders omit to indicate the signing authority on the Account, the Account will default to 'all to sign'.

All Joint Account holders must consent to the Joint Account being operated on an 'only one to sign' basis. However, any one Joint Account holder can alter this arrangement, making it 'all to sign'.

If more than one signature is required this will limit the types of transactions you can perform. To perform transactions via Internet Banking or Phone Banking, the Account must be 'only one to sign'.

## Accounts Opened for Minors

Accounts opened for Minors under the age of 13 (at time of Account opening):

- the S9 Child Account can be opened in the name of a Minor under the age of 13. A minor under the age of 13 cannot be an Account holder (solely or jointly) of any other Account types;
- a S9 Child Account can be opened by a parent(s), legal guardian(s) or other adult(s) on behalf of the Minor;
- the person(s) who opens the S9 Child Account must be a Third Party Operator(s) when the Account is opened and may operate the Account in that capacity subject to the terms of the Account operating authority, the Minor may only operate a Savings Account (while a Minor) with the express, written consent of the Third Party Operator(s) given in a form we approve and in accordance with the Account operating authority. The Minor may then operate the Account in accordance with the Account operating authority (as varied to include the Minor). Minors under the age of 10 years cannot be authorised to operate the Account;
- a Minor who has been given authority to operate a Savings Account can, if the Account operating authority specifies 'only one to sign', unilaterally change the Account operating authority, appoint a Third Party Operator(s) and/or remove any Third Party Operator's authority to operate the Account;
- we do not recommend the provision of Card, Phone Banking or Internet Banking access to Minors under the age of 13. However, Card (CueCard only for Minors under 16), Phone Banking and Internet Banking access may be provided to a Minor aged 10 years or older with the express consent of the Third Party Operator(s) given in accordance with an Account operating authority and where the Account type permits these access facilities.
- On opening a child account both the child and the signatory must provide proof of identity.

Accounts opened for or by Minors aged 13 years and over (at time of Account opening):

- a Student Account may be opened by a parent(s), legal guardian(s) or other adult(s) on behalf of the Minor.
- an Student Account may be opened by a Minor independently and without permission from any parent, legal guardian or other adult.
- subject to the other terms and conditions applying to the Account, a Minor will have unrestricted rights to operate the Account if the Account is in the Minor's sole name and in accordance with the Account operating authority in the case of a Joint Account;
- a Minor may authorise, unilaterally if the Account is in the Minor's sole name or in accordance with the Account operating authority in the case of a Joint Account, one or more Third Party Operators to operate the Account in writing in a form we approve. A Minor may, unilaterally if the Account is in the Minor's sole name or in accordance with the Account operating authority in the case of a Joint Account, change the Account operating authority and/or remove any Third Party Operator's authority to operate the Account;
- Card (CueCard only for Minors under 16 years), Phone Banking and Internet Banking Account access by the Minor will be permitted where the Account type permits these access facilities.

We will only open an Account at the independent request of a Minor, or grant access to a Minor to a Student Account at the request of a Third Party Operator(s), where the Minor is able to register a consistent specimen signature to our satisfaction.

We reserve the right to decline to open an Account for a Minor, or grant access to an Account to a Minor at the request of a Third Party Operator(s), if we consider it reasonably necessary to decline in order to protect our interests, those of an Account holder or those of a Minor.

We reserve the right to remove a Third Party Operator, restrict the ability of a Third Party Operator to operate on the Account of a Minor or otherwise change the Account operating authority of the Account of a Minor where we consider it reasonably necessary to do so in order to protect our interests, those of an Account holder or those of a Minor.

In relation to an Account with a Minor Account holder, each joint Account holder who isn't a Minor and each Third Party Operator on the Account agrees to indemnify us and keep us indemnified against all claims (including any claim made by the Minor), obligations, liabilities, expenses, losses, damages and costs that we may sustain or incur as a result of any transaction carried out on the Account while they are a joint Account holder who isn't a Minor or Third Party Operator (even if they are no longer a joint Account holder or Third Party Operator at the time indemnity is sought) by:

- them;
- a minor;
- any joint Account holder; and/or
- any Third-Party Operator on the Account.

The above-mentioned indemnity does not require a joint Account holder or Third Party Operator to indemnify us for any claims, obligations, liabilities, expenses, losses, damages or costs to the extent they arise from any fraud, negligence or wilful misconduct by us or our officers, employees, contractors or agents.

For the avoidance of doubt, any credit balance in a Minor's Account is at all times the property of the Minor in the case of an Account in the sole name of a Minor and is the joint property of all the Account holders (including each Minor) in the case of a Joint Account.

Where the Account operating authority stipulates "only one to sign", Card access may be provided to a Third Party Operator where the Account type permits Card access.

## **Trust Accounts**

You can open an Account as a trust Account. However:

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

You agree to indemnify us against any claim made upon us in relation to, or arising out of, that trust.

## **Third Party Operators**

You may nominate another person or persons to operate your Account (a "Third Party Operator") by completing the relevant form, available at any of our branches. Third Party Operators will be required to provide proof of identity as explained in page 11.

By authorising a Third Party Operator to have access to your Account you are instructing us to allow the persons nominated to operate on your Account, without necessarily becoming a Member, in the following ways (please refer to table):

	Third Party Operator to a Non-Minor	Third Party Operator to a Minor	Third Party Operator to Business
Withdraw monies	✓	✓	✓
Transfer funds between the Account and Accounts with other Financial Institutions	✓	✓	✓
Authorise bill payments via BPAY®	✓	✓	✓
Use any electronic or other means available to access or operate your Account	✓	✓	✓
Negotiate cheques in the Members name if banked to the Members account	✓	✓	✓
Give authority (new or altered) for transfer orders	✓	✓	✓
Give authority (new or altered) for direct debit and payroll	X	X	✓
Obtain statements of the Account	✓	✓	✓
Draw, sign or provide instructions to stop payment on any cheque	✓	N/A	✓
Change personal details of the Account owner	X	✓	✓
Open or close an Account or membership	X	✓	✓
Apply for a loan	X	X	✓
Authorise another person to be a third party operator on the Account	X	✓	✓

You are responsible for all transactions your Third Party Operator carries out on your Account. You should ensure the person you authorise to operate on your Account(s) is a person you trust fully.

You may revoke the Third Party Operator's authority at any time by giving us written notice.

We will comply with any notice given to us to revoke the Third Party Operator's authority within 48 hours of receiving the request.

We will not be liable for any transaction completed or purported to be completed (including any deductions from your Account) by a Third Party Operator prior to the notice to revoke authority being received.

We are not liable for any loss or damage caused to you by Third Party Operators except where it arises from fraudulent or negligent conduct by our agent or employee or if we are liable under a statute or the ePayments Code.

## Deposits

Deposits may be made to an Account by any of the following methods, unless otherwise indicated in the Summary of Accounts & Access Facilities Table:

- by cash or cheque at any branch;
- by Direct Credit e.g. from your employer for wages or salary;
- by electronic transfer from another Account with us;
- by electronic transfer from another financial institution; or
- by cheque posted to our Head Office branch at PO Box 40425, Casuarina NT 0811

Under Australian law we are required to report all cash deposits or withdrawals of \$10,000 or more.

We may refuse to accept any cheque for deposit at our absolute discretion.

## Cheque Deposits

You can only access the proceeds of a cheque when it has cleared. This usually takes three Business Days (or up to ten Business Days if the cheque is deposited at one of our Remote branch locations).

TCU does not accept overseas cheques.

Cheques deposited at a branch can normally only be deposited into the Account of the person or entity named as payee on the cheque. If you are depositing a cheque to your Account where you are not the person or entity named, ownership of the cheque must be transferred to you by having the payee sign the back of the cheque in the following manner:

Please pay [your Account name], signed [payee's signature]. If we are not satisfied you are the rightful owner of the cheque (for any reason), in our sole discretion we may refuse to accept the deposit.

## Electronic Credits

Deposits may be made to an Account by electronic credit using BSB (704-062) and your Account Number.

Unless there is an active Payment Split that applies, electronic credits we receive will be deposited to the relevant Account within a reasonable time of us receiving value from the sending institution and in accordance with our obligations under the rules, regulations and procedures that apply to the payment channel the electronic credit was received through.

A Member Number cannot be used through some payment channels therefore you should only use your BSB and Account Number when arranging for payments to be made as an electronic credit to your Account. If a deposit to your Account is made as a Direct Credit and the sender has used our BSB (704-062) and your Member Number (instead of your relevant Account Number), if we can identify you as the intended recipient from the information sent with the Direct Credit, unless there is an active Payment Split that applies, we will credit the funds to one or more of your accounts with us (including accounts for credit contracts) in such proportions as we determine, even if those accounts are not actively used. However, if we are unable to identify you from the information sent with the Direct Credit we may hold or delay the Direct Credit until we are satisfied it was intended for you or return it to the sender.

In some circumstances, a Payment Split may be able to be set up, either on a one-off or ongoing basis, so that when we receive electronic credits of a specific type or from a specific third party (for example, salary credits from your employer) the electronic credit is split and applied as one or more separate credits to one or more of your Accounts with us (which may include one or more of your Accounts and/or accounts for credit contracts). The following terms apply to Payment Splits:

1. Payment Splits cannot be set up on all types of electronic credits or for electronic credits from all third parties.
2. you may request that we set up, modify or cancel a Payment Split from time to time by contacting us. We may accept or reject your request to set up a Payment Split in our discretion. We may not reject your request to modify or cancel a Payment Split.
3. we may also choose to set up a Payment Split to cover payment obligations you owe us (for example, for loan repayments) from time to time. We are not required to obtain your consent or give you advance notice before we do so but where we do so without your consent we will inform you promptly after doing so.
4. where an active Payment Split applies, we will apply the credits to your Accounts in accordance with the Payment Split within a reasonable time of us receiving value from the sending institution and in accordance with our obligations under the rules, regulations and procedures that apply to the payment channel the electronic credit was received through.
5. we may amend an active Payment Split as we consider appropriate from time to time but are not obliged to. We are not required to obtain your consent or give you advance notice before amending an active Payment Split but where we do so without your consent we will inform you promptly after doing so. For example:
  - a. if a Payment Split has been set up to cover loan repayment obligations, we may amend the Payment Split to reflect any changes to those repayment obligations; and
  - b. if a Payment Split has been set up in relation to electronic credits from your employer, and there is a change to your employer or their payment identification details, we may amend the Payment Split to reflect the new details.
6. we are under no obligation to set up, amend (except at your request), cancel (except at your request) or update a Payment Split and it is your obligation to ensure that arrangements are in place to cover any payment obligations you owe under any agreement with us in full and on time. It is your responsibility to contact us and cancel or request a change to a Payment Split where necessary (for example, if a Payment Split has been set up to cover loan repayment obligations and you want to make repayments in a different way).
7. we are not liable or responsible to you for any loss, damage, cost or inconvenience as a result of a Payment Split being set up, amended, suspended, cancelled or not updated to reflect changes to the electronic credits you receive or your repayment obligations to us.

Where an Account of yours (including accounts for credit contracts) receives funds through an electronic credit (including following a Payment Split), we may reverse the credit to your Account or Accounts if we, for any reason whatsoever, do not receive value for it or we are required to return it to the sender.

To amend any reoccurring electronic credits to your Account, you will need to contact the person or organisation responsible for initiating them.

We will not be liable for any loss or damage you suffer as a result of the failure of a third party to make a payment or transfer funds to you by electronic credit, or for any mistake as to the amount of such Payment or transfer, or for any delay amending or cancelling any electronic credit or payment arrangement.

You agree that we may reject an electronic credit transfer or payment intended for an Account, delay crediting it to the Account (or Accounts, including accounts for credit contracts, where an active Payment Split applies) or delay making the funds available to you, where:

1. we reasonably believe we are required to do so in order to comply with any applicable laws (including any laws relating to anti-money laundering or sanctions) or under the rules, regulations and procedures that apply to the payment system the electronic transfer was received through;
2. you fail to comply with any of your obligations under these Terms & Conditions and such action is reasonably necessary to protect our legitimate interests;
3. we consider it necessary or desirable to do so to enable us to review or investigate the electronic credit for any fraudulent, illegal or improper activity or for compliance with any applicable sanctions.

You agree that we are not liable to you for any loss or damage you suffer as a result of us rejecting an electronic credit intended for an Account or any delay in the funds being credited to the Account (or Account/s, including accounts for credit contracts, where an active Payment Split applies) or being made available to you.

## **Mistaken Internet Payments received by you**

Where we have been notified that you were the unintended recipient of a Mistaken Internet Payment, or that the sender of the payment is claiming so, and we are satisfied that a Mistaken Internet Payment has occurred, we may withdraw and recover the funds from your Account, to the value of the payment, in accordance with the recovery procedures outlined below.

The recovery procedures that we initiate will vary depending on the availability of funds in your Account and the time that the person who has or claims to have made the Mistaken Internet Payment reports it to their financial institution.

We will only initiate the recovery procedures outlined below if, after our Investigation into the payment we are satisfied that a Mistaken Internet Payment has been made to your Account.

### **Recovery Procedures**

#### **Mistaken Internet Payments reported to the sending financial institution within 10 Business Days of the payment being made:**

We will withdraw the amount of the Mistaken Internet Payment from your Account and return it to the relevant financial Institution within five Business Days of receiving the request from the sending financial institution or such longer period as is reasonably necessary, up to a maximum of 10 Business Days. We are not required to notify you or receive your prior consent to return the Mistaken Internet Payment in this case.

#### **Mistaken Internet Payments reported to a financial institution between 10 Business Days and seven months of the payment being made:**

We will restrict your access to your Account to the value of the Mistaken Internet Payment and notify you that the amount of the Mistaken Internet Payment will be withdrawn from your Account and returned to the relevant financial institution within 10 Business Days commencing from the date the funds were restricted unless you are able to establish your entitlement to the Mistaken Internet Payment within this timeframe. If you do not establish your entitlement to the Mistaken Internet Payment, we will withdraw the amount of the Mistaken Internet Payment from your Account and return it to the relevant financial institution. We are not required to receive your prior consent to do so.

#### **Mistaken Internet Payment reported to a financial institution after seven months of the payment being made:**

We are required to seek your consent to return the Mistaken Internet Payment to the relevant financial institution.

#### **Insufficient funds in Account:**

In the event you have insufficient funds in your Account to cover the value of the Mistaken Internet Payment we may make reasonable efforts to recover the funds from you including contacting you to discuss repayment options.



## Withdrawals

You can make withdrawals from the Account by any of the following methods, unless otherwise indicated in the Summary of Accounts & Access Facilities Table:

- over the counter at any of our branches (please check the Summary of Accounts & Access Facilities for any restrictions on withdrawals applying to certain Accounts or any applicable daily cash withdrawal limits);
- by Direct Debit;
- by member cheque, if your Account is linked to a member cheque book;
- by Credit Union Corporate Cheque;
- via Internet Banking or Phone Banking;
- via BPAY® to make a payment to a Biller;
- at selected ATMs, if your Account is linked to a Cuecard or Visa Card; and
- via selected EFTPOS terminals, if your Account is linked to a Cuecard or Visa Card (note that Merchants may impose restrictions on withdrawing cash or using the 'credit option' for Visa Debit Cards).

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

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

If you wish to perform a branch cash withdrawal in excess of \$5,000 per Membership, you must provide us with a minimum of 24 hours' notice prior to making the withdrawal.

## Corporate Cheques

You may request us to issue a corporate cheque, payable to the person you nominate, for a fee, as explained in the "Interest, Fees & Charges" document. A corporate cheque is similar to a bank cheque, but may not be treated as such by all third parties.

If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form 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 directed us to stop the cheque.

We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services and you are not happy with them. We are not responsible for any defects with goods or services you buy with our corporate cheque. You acknowledge that all complaints about goods and services must be addressed to the relevant supplier.

## Overdrawing an Account

You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all Payments (and any other drawings) on the day(s) you have nominated for Payment. You should take particular care where you have scheduled Payments to occur on a future date.

We do not offer overdraft facilities.

If you have an Account and you request us to debit funds which would overdraw your Account, we may treat your request as a request that we extend credit which we may decline or accept at our absolute discretion.

If we accept a request to overdraw your account it is your responsibility to restore your Account to a credit balance within the approved timeframe, or contact us and make the appropriate arrangements.

At our absolute discretion, we may apply the balance of your credit funds in any other Account towards the repayment of any debt that you owe to us (ie by combining Accounts). We have the right to close your Account when we exercise our right to combine Accounts in this manner. Where we exercise our right to combine Accounts, we will notify you promptly.

### Business Accounts only

We reserve the right to charge interest at our overdraft rate, calculated on the daily closing balance until your Account returns to credit and/or to collect recovery costs or transfer funds from any of your other Accounts to make your Account compliant.

Refer to 'Business Accounts – Interest, Fees and Charges Brochure' for our current overdraft rate.

Your obligation to pay interest under this clause as explained above is an independent and collateral obligation and applies to all amounts outstanding to us, including any amounts outstanding to us by virtue of any court judgement or order that may be awarded against you if you do not repay your debt(s) to us in accordance with these Terms & Conditions. This obligation does not merge in any court judgement or order, and applies even if the total amount of the court judgement or order is expressed to include interest owed by you to us. If any liability owed by you under these Terms & Conditions nonetheless becomes merged in a court judgement

or order, then you must, as an independent obligation, pay interest to us on the amount of that liability, calculated and debited in accordance with your obligation to us as set out in these Terms & Conditions, from the date it becomes payable until the date it is paid.

## Account Statements

We will provide you a statement of Account at the frequency stated in the Summary of Accounts & Access Facilities Table.

We may, at our discretion, send you Account statements more frequently. If you request to have an Account statement provided to you more frequently or if you ask us for an Account statement at any time, we may charge the fee applying from time to time in our "Interest, Fees & Charges" document.

You should check your Account statement as soon as you receive it and tell us immediately if there are any unauthorised transactions or errors.

## Change of Address

If you change your address or contact details, including email, please let us know immediately.

## Dormant Accounts

If no transactions are carried out on any of your Account(s) under your membership for at least 12 months (other than transactions initiated by us, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep your Account(s) and/or membership open. If you do not reply we will treat your Account(s) as dormant and/or membership as inactive.

Once your Account(s) and/or membership becomes inactive, we may:

- close the Account(s) or membership;
- charge a dormant (inactive) fee: see the "Interest, Fees & Charges" document; or
- stop paying interest or reduce the amount of interest.

In certain circumstances set out in our constitution where we may classify your deposit Account as dormant we may redeem your member share.

If your Account(s) remains dormant for seven years, and you are a person aged 18 and over, we have a legal obligation to send balances exceeding \$500 to the Australian Securities and Investment Commission as unclaimed money.

If your Account is not deemed dormant and/or membership is not deemed inactive but you have an Account that for a period of three months or more has a debit balance and no transactions have occurred on that Account during that period (other than transactions initiated by us, such as debiting fees and charges) we may deem your Account inactive and close the Account to avoid any further fees or interest charging to the Account. If we close an Account that has a debit balance, we may collect recovery costs or transfer funds from any of your other Accounts to return your Account to a zero balance.

## Account Combination

If you are in default under or breach any term of any agreement with us (including these Terms & Conditions) or you are not using your Accounts in accordance with the rules that apply to them, despite any other agreement between us we may without prior notice to you:

- combine the balances of any of your Accounts; or
- apply any credit balance or available funds in any of your Accounts, or any amount we otherwise may owe you, towards satisfying any amount that you owe us, in any order we choose;

This provision applies to all amounts, whether due or not or due contingently. This provision does not apply to formal trust Accounts.

## Closing Accounts and Cancelling Access Facilities

Subject to any restrictions set out in the Summary of Accounts & Access Facilities Table you can close any Account or Access Facility at any time. However, you will have to surrender your member cheque book and Card(s) at the time. We may defer closure and withhold sufficient funds to cover payment of outstanding cheques, EFT transactions and fees, if applicable.

You can cancel any Access Facility on request at any time. However, for Direct Debits you can contact your Biller or us to cancel any Direct Debit authority you have given to a Biller.

If you are closing your only Account you will also have to resign your Membership, in which case you will be refunded your \$2.00 share. Resigning a membership must be in writing with your signature.

We can close any Account in our absolute discretion by giving you at least 14 days written notice at the last address provided and paying you the balance of your Account.

If you do not abide by the terms and conditions applicable to an Account, we reserve the right to swap your account to an alternative Account type or close your Account as per above.

We may cancel or suspend any Access Facility at any time. We may do this without giving you prior notice if you breach the terms and conditions that apply to your Access Facility or any related Account or if we consider that doing so is necessary to protect your or our interests (for example, for security reasons or to prevent fraud). Otherwise, we will give you reasonable prior notice.

## Changes to Terms & Conditions

We may change these Terms & Conditions and any fees, charges, interest rates and other information at any time. The Notification of Change Table (refer next page) sets out whether we are required to give you advance notice of a change and how we may notify you of any change.

We are not obliged to give you advance notice if a change will result in a reduction in your obligations, if the change is necessary to restore or maintain the security of our systems or an Access Facility, or if the change is required to comply with our legal obligations.

You must immediately notify us if we advise you of our intention to increase any applicable transaction limits that apply to any of your Accounts or Access Facilities and you do not wish your limit to be increased. Otherwise, you will be deemed to have consented to the increase.

BPAY® and other payment systems that are used by some Access Facilities are owned and operated by third parties. If the rules and regulations of BPAY® or such other third party require that these Terms & Conditions be changed, in any way at any time, (including without prior or full notice to you) then, subject to any applicable laws or codes, we may change these Terms & Conditions accordingly.

Type of Change	Notice we must give
Increasing any fee or charge	30 days
Adding a new fee or charge	30 days
Changing the minimum balance to which an account service fee applies	30 days
Changing the method by which interest is calculated	20 days
Changing the frequency with which interest is applied	20 days
Changing the balance ranges within which interest rates apply	20 days
Increasing your liability for losses in relation to EFT Transactions	20 days
Imposing, removing or adjusting daily or periodic limits in relation to EFT Transactions Note: If you do not want your daily limit on transactions via BPAY®, Visa Card or CueCard to be increased, you must notify us before the effective date of the change.	20 days
Changing interest rates	day of change
Changing any other term or condition	day of change

## Notices and Electronic Communication

We may give you information and notices (each a 'communication') in any way the law allows us to. This includes by:

- post, to your address recorded in our membership records or to a mailing address you have given us;
- advice on or with your statement
- press advertisement in local or national media
- if you are a registered Internet Banking user, notification or message sent to you within Internet Banking; or
- email.

We may also give you a communication by making it available electronically (for example, by publishing it on our website or facebook page) and notifying you that we have done so and how you can obtain the communication. However, we will not give you a communication in this way if you have notified us that you do not want to receive communications from us in this way. You can notify us that you do not want to receive communications from us in this way by contacting us.

You must promptly notify us of any changes to your contact details and ensure the contact details we have for you are always current and correct.

## Term Deposits

A minimum deposit of \$500.00 is required to open a Term Deposit.

### Deposits

Deposits may be made to open the Account, or added to your Account balance at renewal, by any of the following methods:

- by cash or cheque at any branch (please see clause 4.13 for more details regarding cheque deposits); or
- by transfer from another Account with us.

We may refuse to accept any cheque for deposit at our absolute discretion.

You may not deposit additional funds into a Term Investment Account at any time during the term of the investment. However, upon maturity of a Term Investment Account you may deposit additional funds at any time during the Grace Period. There is no minimum required amount for additional deposits.

### Cheque Deposits

You can only access the proceeds of a cheque when it has cleared. This usually takes three Business Days. The drawing bank has a right to request an additional day's clearance.

Cheques deposited at a branch can normally only be deposited into the Account of the person or entity named as payee on the cheque. If you are depositing a cheque to your Account where you are not the person or entity named, ownership of the cheque must be transferred to you by having the payee sign the back of the cheque in the following manner:

Please pay [your Account name], signed [payee's signature]. If we are not satisfied you are the rightful owner of the cheque (for any reason), in our sole discretion we may refuse to accept the deposit.

### Withdrawals

You may make a partial withdrawal of funds from your Term Investment Account once during the term of the investment, annually if the term of the investment is greater than one year or within the Grace Period, provided that you withdraw a minimum of \$1,000, or if your balance is less than \$1,000, withdraw all funds from your Term Investment Account. If you need to withdraw further funds from your Term Investment Account during the remainder of the term where the term of the Investment is one year or less, or within the same annual period for terms greater than one year, you will be required to withdraw all funds from and close your Term Investment Account.

If you withdraw all or part of your funds from the Term Investment Account prior to maturity (Early Redemption), we may charge apply an interest penalty. Please refer to Interest, Fees & Charges document. You must give us not less than thirty one (31) days notice if you wish to make an Early Redemption. In our discretion, we may waive this notice period in the event you are experiencing financial difficulty.

If a partial withdrawal during the term of the investment or within the Grace Period would cause the balance of your Term Investment Account to fall below the minimum balance required, you must redeem the Term Investment Account in full.

If you redeem your Term Investment in full and it is your only Account you will also have to resign your Membership, in which case you will be refunded your \$2.00 share. Resigning your Membership must be in writing with your signature.

If you make a partial Early Redemption, the term and interest rate applicable to the Term Investment Account will continue.

### **Maturity of Term Investment Accounts**

Prior to the end of your term for a Term Investment Account, you will receive a written notice from us advising you of your investment maturity date.

You must advise us of your requirements prior to expiry of the Grace Period. If we do not hear from you before expiry of the Grace Period, your funds will be automatically reinvested for the same term at the prevailing rate.

If your investment is automatically renewed and you wish to withdraw the funds prior to the new maturity date, the withdrawal will be treated as an Early Redemption as explained above.

If you perform a full redemption during the Grace Period, we will not pay you any interest for the Grace Period including the maturity date.

## **8. Complaints**

### **Internal Dispute Resolution Process**

We have a dispute resolution policy to deal with any complaints you may have in relation to our financial services or us. Our dispute resolution policy requires us to deal with any complaint in an efficient manner.

If you want to make a complaint, contact us and indicate you would like to make a complaint or visit our Website. Our staff must advise you of our complaint handling process and the expected time frame for handling your complaint ("Internal Dispute Resolution Process")

### **External Dispute Resolution Process**

If you are not satisfied with the outcome of our Internal Dispute Resolution Process or if we are not able to resolve your complaint to your satisfaction within 45 days, then you may escalate your complaint as below.

If your complaint relates to a breach of the Customer Owned Banking Code of Practice and you have not suffered loss or detriment, you can report it to the Compliance Manager of the Code Compliance Committee on local call: 1300 780 808.

For all other complaints, you may refer the matter to the Australian Financial Complaints Authority (AFCA):

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Free call: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

## **9. Member Chequing (Business Members Only)**

### **Member Chequing**

Member Chequing is a facility that 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 Westpac. We will debit your Account for the value of cheques you draw.

You may only write cheques on the cheque forms we supply. Where you choose to have more than one Account linked to a chequing facility, you will be required to have a cheque book for each Account.

If you have insufficient funds in your nominated Account we may instruct Westpac to dishonour your cheque. However, we have discretion to allow the cheque to be paid and to overdraw your Account for this purpose. If you overdraw your Account, we will charge you interest and/or fees. Please refer to 'Business Accounts – Interest, Fees and Charges Brochure' for our current overdraft rate.

We may decide not to give you access to member chequing for any reason including an unsatisfactory banking history with the Credit Union, or if you are under 18 years of age.

## Stopping a Cheque

You can stop payment on a cheque at any time before we have paid the cheque by:

- contacting us with sufficient particulars to identify the cheque (in that case we may insist on written confirmation); or
- writing to us, again, with sufficient particulars to identify the cheque.

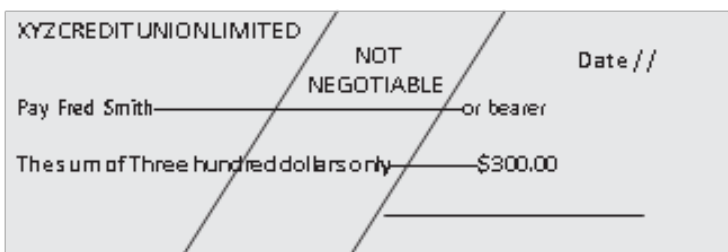
## Cheque Security

You should safeguard your cheque forms for your own security. You must notify us as soon as possible if any cheque form or your cheque book is lost or stolen or misused.

If you unreasonably delay in advising us that a cheque or cheque book is lost, stolen or misused, provided that we have not been fraudulent or negligent you will not be able to make any claim against us because money is withdrawn from your Account without your permission and if we ask you, you will have to pay us any loss we suffer.

If you cross a cheque by placing two parallel lines across the face of the cheque, with or without the words “not negotiable” between the lines, you are telling a financial institution not to cash the cheque over the counter and that it must be paid into a customer’s Account. Crossing the cheque helps protect the true owner of the cheque if it is lost or stolen.

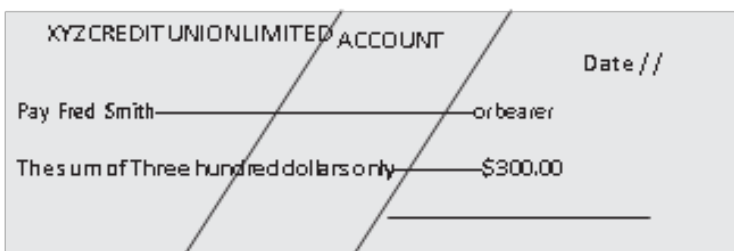
### Example of ‘not negotiable’ crossing:



Crossing a cheque does not prevent the cheque from being negotiated or transferred to a third party before it is presented to a financial institution for payment.

If you write “Account payee only” between the lines of a crossed cheque, you are instructing the financial institution that you wish the cheque to be paid only to the person(s) or company named on the cheque as payee. These words may give you better protection against theft and fraud, and act as a warning to the financial institution to make inquiries of the person paying in the cheque if that person is not the payee of the cheque.

### Example of ‘Account payee’ crossing:



Your pre-printed cheque forms have the words “or bearer” after the space where you are required to write the name of the person(s) or company to whom you are paying the cheque. You can give yourself more protection against theft or fraud by crossing out the words “or bearer” and adding the words “or order”. If the cheque is an “order” cheque, we may only pay the proceeds to the named payee, or to any other person whom the payee has ordered it to be paid by endorsing the cheque on the reverse.

In addition to the above, you can reduce the risk of forgery by taking the following steps every time you write a cheque:

- start the name of the person to whom you are paying the cheque as close as possible to the word “Pay”;
- draw a line from the end of the person’s name to the beginning of the printed words “or bearer”;
- start the amount in words with a capital letter as close as possible to the words “The sum of” and do not leave blank space large enough for any words to be inserted;
- add the word “only” after the amount in words;
- draw a line from the end of the amount in words to the printed “\$”;
- start the amount in numbers close after the printed “\$” and avoid any spaces between the numbers; and
- always add a stop “.” or dash “-” to show where the dollars end and the cents begin, and if there are no cents, always write “.00” or “-00” to prevent insertion of more numbers to the dollar figure.

## Refused Payment of a Cheque

We may instruct the Bank to refuse payment of any cheque if any of the following circumstances apply:

- you have not drawn up the cheque clearly and we are unsure of what you want us to do;
- you have post-dated your cheque and it is presented for payment before the date of the cheque;
- the date of the cheque is more than 15 months ago (that is, the cheque is 'stale');
- we receive notice of your death or mental incapacity;
- the amount of any cheque presented for payment to the Bank exceeds the Available Funds in your nominated Account at the time the cheque is presented.

In such event, we will advise you in writing, by ordinary prepaid post, as soon as practicable, but will incur no liability for failure so to do. Where we refuse to pay a cheque in accordance with this clause, or in accordance with any other provision, we may, at our absolute discretion, debit your Account any costs reasonably incurred through such refusal, and such costs shall constitute a debt from you to us; or

- your Account is closed or your cheque facility is cancelled, unless you make other arrangements with us.

We do not agree to provide you with credit merely because we meet payment on a cheque that causes your Account to be overdrawn.

## 10. Direct Debits

You can arrange for a third party to automatically debit funds from your Account ("Direct Debit"). To commence a Direct Debit arrangement, you will need to enter into a Direct Debit Service Agreement with the person or organisation that will be debiting your Account.

If you wish to cancel a Direct Debit arrangement, you can instruct us to cancel the Direct Debit on your behalf by providing written notice specifying the date you wish the Payment to cease. We also suggest that you notify the third party of your intention to cancel the arrangement.

We will comply with any request by you to cancel a Direct Debit within 48 hours of receiving the request and will not be responsible for any Payments deducted from your Account prior to expiry of that period.

We may at any time cancel or refuse to act on any Direct Debit authorisation if on any occasion the Available Funds in your Account are not sufficient to comply with your Payment authorisation and you may be charged a dishonour fee. However, we have discretion to allow the Direct Debit to be paid and to overdraw your Account for this purpose. If you overdraw your Account, we will charge you interest and/or fees (please refer to the "Interest, Fees & Charges" document). We will not be liable for any cost, loss or damage incurred by you where we impose such a stop or cancellation or refuse to act on any Payments authorisation.

## 11. 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 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. Under the FCS, deposits are protected up to a limit of \$250,000 for each account holder. The FCS limit of \$250,000 is applied to the combined amount of deposits for each account holder. For joint accounts, deposits are shared equally between the account holders.

For more information visit [www.fcs.gov.au](http://www.fcs.gov.au) or phone the APRA hotline on 1300 558 849.

## 12. Summary of Accounts & Access facilities

### Personal Accounts

Account type	S1 Savings Account	S2 Budget Account	S3 Christmas Club Account	S4 Family / Clan / Group Account	S6 Student Account	S9 Child Account	S10 Basic Account
Eligibility	Nil	Nil	Nil	Family / Clan / Groups	Personal Members 13 years to 18 years	Personal Members from birth to 12 years Refer note 7	Refer note 6
Minimum Opening Balance	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Minimum Ongoing Balance	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Fund available at call	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Minimum withdrawal amount	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Branch Access	Yes	Yes – charges apply	Yes – Refer note 3	Yes – charge apply	Yes	Yes	Yes – charges apply
Visa Debit Card or CueCard	Yes	Yes	No	Yes – Refer note 4	Yes - Refer note 2	Yes - CueCard only	Yes
Purchase goods and withdraw funds using EFTPOS	Yes	Yes	No	Yes – Refer note 4	Yes - CueCard only	Yes - CueCard only	Yes
BPAY®	Yes	Yes	No	Yes	Yes	Yes	Yes
Direct Credits Allowed	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Direct Debits Allowed	Yes	Yes	No	Yes	Yes	Yes	Yes
Internet Banking and Mobile Banking	Yes – Refer note 1	Yes – Refer note 1	Yes – Refer note 1 & 3	Yes – Refer note 1 & 4	Yes – Refer note 1	Yes – Refer note 1	Yes – Refer note 1
Cheque Book issued	No	No	No	No	No	No	No
Statements Sent	Bi-annually – Refer note 5	Bi-annually – Refer note 5	Bi-annually – Refer note 5	Bi-annually – Refer note 5	Bi-annually – Refer note 5	Bi-annually – Refer note 5	Bi-annually – Refer note 5



## Business Accounts

Account type	S24 – Low Usage Plan	S25– Medium Usage Plan	S26 – High Usage Plan	S28 – Benevolent Account
Eligibility	Business, Shires, Companies	Business, Shires, Companies	Business, Shires, Companies	Not for profit – Charities
Minimum Opening Balance	Nil	Nil	Nil	Nil
Minimum Ongoing Balance	Nil	Nil	Nil	Nil
Fund available at call	Yes	Yes	Yes	Yes
Minimum withdrawal amount	Nil	Nil	Nil	Nil
Branch Access	Yes	Yes	Yes	Yes
Visa Debit Card or CueCard	No	No	No	No
Purchase goods and withdraw funds using EFTPOS	No	No	No	No
BPAY®	Yes	Yes	Yes	Yes
Direct Credits Allowed	Yes	Yes	Yes	Yes
Direct Debits Allowed	Yes	Yes	Yes	Yes
Internet Banking and Mobile Banking	Yes	Yes	Yes	Yes
Withdrawal Limits	Nil	Nil	Nil	Nil
Cheque Book issued	Yes	Yes	Yes	Yes
Statements Sent	Bi-annually – Refer note 5	Bi-annually – Refer note 5	Bi-annually – Refer note 5	Bi-annually – Refer note 5

### Summary of Accounts & Access Facilities notes

**Note 1-** Our standard Internet Banking daily limits are set out in the table below.

You can ask us to increase or decrease these limits by contacting us. It is at our absolute discretion as to whether we accept or decline such a request.

We may also increase or decrease the limits that apply to you at any time at our absolute discretion without your consent. Where we are required to do so by the ePayments Code, we will notify you of such a change.

The standard Internet Banking daily limits set out in the table below will not affect any non-standard limit we have agreed or otherwise set for you.

Limit type	Limit Description	Limit Value	Maximum Limit Value
BPAY® Payments	All BPAY® Payments	\$10,000	\$100,000
Internal Payments (member-to-member)	Transfers from your Accounts to other accounts with us, not within the same Membership	\$10,000	\$100,000
Internal transfers (within Membership)	All transfers between your Accounts with us (within the same Membership)	\$10,000	\$100,000
External Payments	The total of all External Transfer Payments made using a BSB and account number	\$10,000	\$100,000

**Note 2** - Visa Debit Card access allowed from the age of 16 only. Upon turning 19 years of age, your S6 – Student account will be converted to a S1 – Savings account or if eligible a S10 – Basic account.

Applicable fees and charges will apply to the S1 – Savings account or S10 – Basic account on conversion as set out in our “Interest, Fees & Charges” document.

**Note 3** - During the withdrawal access period between 1 November and 31 December each year, free Branch/Agency withdrawals apply. Internet and Phone Banking transfers are allowed during the access period. Withdrawals are allowed outside this access period, however a charge may apply: please refer to our “Interest, Fees & Charges” document.

**Note 4** - Where an Account allows Visa facilities, ATM, EFTPOS, Internet Banking, Phone Banking and BPAY® access, they are only available where the Account requires only one signature for withdrawals.

**Note 5** - You may request for your statements to be sent monthly

**Note 6** - You must be a recipient of an \*eligible Centrelink benefit and have your payment credited to the Account. If no eligible payment is received for 6 weeks (3 payments) you will cease to qualify for this Product and your Account will be transferred to a S2 – Budget Account. \*Eligible Centrelink benefits are Pension, Newstart or Youth Allowance.

**Note 7** - Upon turning 13 years of age, your S9 – Child account will be converted to a S6 – Student account.

## 13. Mobile Banking Terms & Conditions

The Terms & Conditions in this section of these Terms & Conditions represent the “Mobile Banking Terms and Conditions” that apply to you if you access or use Mobile Banking.

Mobile Banking is only available to current registered users of Internet Banking.

Not all Devices may be capable of accessing and using Mobile Banking and all Internet Banking services and features may not be available for Mobile Banking.

The features available to you via Mobile Banking, the way in which you can access and use Mobile Banking, and the transactions you can conduct by Mobile Banking may differ depending on the Device and the version of our Mobile Banking application you are using and may change from time to time without notice to you.

You are responsible for obtaining a compatible Device to use our Mobile Banking service.

Any conditions of use and charges relating to a Device or the use of any telecommunications networks to access Mobile Banking are your responsibility. We are not liable or responsible for any costs you incur in relation to your use of a Device to access Mobile Banking or loss or damage to a Device resulting from your access or use or attempted access or use of Mobile Banking.

We may disable or remove your ability to access Mobile Banking at any time.

## Logging in and registering your Device

You may only access and use Mobile Banking on a Registered Mobile Device.

To register a compatible mobile Device as a Registered Mobile Device you must:

- download the latest version of our Mobile Banking application for your type of mobile Device;
- open the Mobile Banking application and log in using your Member Number and Internet Banking password; and
- authorise the registration of your mobile Device.

If you delete the installation of our Mobile Banking application from a Registered Mobile Device you will be required to re-register your Device.

After you have registered your Device, we may allow you to set an access code in the Mobile Banking application ('App PIN') which you can use to log in to Mobile Banking on that Registered Mobile Device in the future. We may reset your App PIN, require that you set a new App PIN or cease to allow you to log in using an App PIN at any time.

You must keep your App PIN and your Device Passcode secure and not disclose either to any person. You must immediately notify us and change your App PIN and Device Passcode if you become aware or suspect that either your App PIN or Device Passcode has become known to another person.

You must immediately notify us if you have set an App PIN on a Registered Mobile Device and the Device is lost or stolen.

## Deregistering your Device

You may deregister a Registered Mobile Device:

- in Mobile Banking on the Registered Mobile Device;
- in Internet Banking accessed through an internet browser; or
- by calling us on 08 8999 0777 and requesting that we deregister your Device.

# 14. EFT Access facilities and EFT Conditions of Use

The terms and conditions contained in this section of these Terms & Conditions represent the "EFT Conditions of Use" and apply to use of our EFT Access Facilities. The other Terms & Conditions of this document also apply but only to the extent not inconsistent with the EFT Conditions of Use.

## Introduction and Description of EFT Access Facilities

Our EFT Access Facilities are:

- CueCard;
- Visa Card;
- BPAY®;
- Internet Banking (including Internet banking on Mobile devices via a browser); and
- Phone Banking.

You can access an Account using any of the EFT Access Facilities which are available for the Account type and which are enabled.

Please refer to:

- the Summary of Accounts & Access Facilities Table for the EFT Access Facilities available for each Account type; and
- the "Interest, Fees & Charges" document for fees and charges in relation to EFT Access Facilities & transactions.

## Important Information you need to know before using any EFT Access Facility

Before you use any EFT Access Facility you must:

- familiarise yourself with your obligations to keep your Cards, Codes, PINs and passwords secure;
- familiarise yourself with the steps you have to take to report loss or theft of your CueCard, Visa Card, or to report unauthorised use of your CueCard, Visa Card, BPAY®, Internet Banking or Phone Banking;
- check your statements regularly for any unauthorised use;

- always access Phone Banking or Internet Banking using the official phone numbers and URL addresses contained in the How to Contact Us clause of this document; and
- always reject any request to provide or to confirm details of your PIN or password. We will never ask you to provide us with these details.

If you fail to ensure the security of your access Card, Codes, PIN or passwords, you may increase your liability for any unauthorised transactions. If you fail to promptly report any security breaches on your Account, you may increase your liability for any unauthorised transactions.

Keeping records is important!

Please make sure that:

- you retain all transaction receipts;
- you record all transaction or receipt numbers generated when using BPAY®, Internet Banking or Phone Banking;
- you keep these records until you have reconciled your periodic statements;
  - If you ever need to trace a transaction, it will help if you can give us transaction receipts and transaction or receipt numbers.

## CueCard

CueCard allows you to access your Account at an ATM or EFT Terminal in Australia displaying the CueCard logo.

We will provide you with a PIN to use with your CueCard.

CueCard allows you to:

- check your Account balances; and
- withdraw cash from your Account; and

We may choose not to give you a CueCard if you are under 16.

## Visa Card

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

- check your Account balances;
- withdraw cash from your Account;

We may choose not to give you a Visa Card for any reason including if, in our opinion, your financial history is not satisfactory, or if you are under 16 years for Visa Debit Cards.

## Visa Benefits

From time to time, Visa may make Visa Benefits available to cardholders issued with a Visa Card or specific type of Visa Card. Visa Benefits are not available for all Visa Card cardholders.

Visa Benefits may change from time to time without notice to you. We will use our best endeavours to advise you of any applicable terms and conditions that apply to any particular Visa Benefit that we may advertise or promote but will not be liable to you if any particular Visa Benefit is withdrawn or the terms on which it is offered are changed.

Visa Benefits are provided or arranged by Visa and not Traditional Credit Union. We are not responsible in any way for the Visa Benefits or liable for any loss, damage, costs or expense you suffer or incur in relation to the Visa Benefits. We do not make any representations and warranties (express or implied) as to the Visa Benefits, the providers of Visa Benefits or the merchantability or fitness for purpose of the Visa Benefits.

## BPAY®

BPAY® allows you to pay bills bearing the BPAY® logo, through either Internet Banking or Phone Banking.

## Phone Banking and Internet Banking

Phone Banking and Internet Banking give you access to your Account by telephone or a computer linked to the Internet. Phone Banking and Internet Banking allow you to obtain information about your Account, to transfer money between Accounts and to make BPAY® payments. Additionally, Internet Banking allows you to transfer money to Accounts at other financial institutions.

## EFT transactions out of your accounts - Limits

We limit the amount of EFT Transactions you may make during any one Day or other period, either generally or in relation to a particular Access Method or particular types of EFT Transactions. These transaction limits are set out in the Summary of Accounts & Access Facilities Table.

Please note that Merchants, Billers or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.

We may reduce transaction limits to zero if, in our opinion, there are security reasons for doing so.

Increases to transaction limits may be available to members on request and at our absolute discretion.

## Processing EFT Transactions

We will debit the value of all withdrawal EFT Transactions and credit the value of all deposit EFT Transactions to or from your Account in accordance with your instructions when the appropriate Access Method is used.

If you close your Account before an EFT Transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that EFT Transaction.

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

## Denying, rejecting or delaying EFT Transactions

We may deny, reject or delay processing of any EFT Transaction where we are legally required to do so or we reasonably believe doing so is necessary to protect your or our interests. For example, without limitation, we may do so where:

- we suspect the EFT Transaction has not been authorised by you or a relevant Third Party Operator;
- we believe the EFT Transaction is part of or related to fraudulent or illegal activity; or
- the person whom the funds are being transferred to or from is listed on an Australian Government regulator's list of known scams or companies you should not deal with (for example, see [www.asic.gov.au](http://www.asic.gov.au) or [www.moneysmart.gov.au](http://www.moneysmart.gov.au)).

You agree that we will not be liable to you or any other person for any loss or damage suffered as a result of us denying, rejecting or delaying processing of an EFT Transaction.

Nothing in this clause requires us to deny, reject or delay processing of any EFT Transaction authorised by you or a Third Party Operator.

## Liability for unauthorised EFT Transactions General liability for unauthorised EFT Transaction

You are liable for all losses caused by an unauthorised EFT Transaction unless any of the circumstances specified in this clause apply.

You are not liable for losses caused by unauthorised EFT Transactions:

- where it is clear you have not contributed to the loss;
- that are caused by the fraudulent or negligent conduct of employees or agents of:
  - us;
  - any organisation involved in the provision of the EFT system or BPAY®;
    - in the case of CueCard, or Visa Card transactions – any Merchant; or
    - in the case of BPAY® - any Biller;
- relating to a forged, faulty, expired or cancelled Access Method or any part of the Access Method;
- that are caused by the same EFT Transaction being incorrectly debited more than once to the same Account;
- that are made using:
  - your Account number or Card number without your PIN, password or Code; or
  - a Card or Device without your PIN, password or Code, unless you unreasonably delay notifying us of the loss or theft of the Card or Device;
- resulting from unauthorised use of your Access Method or any part of your Access Method:
  - before you receive all parts of your Access Method necessary for that unauthorised EFT Transaction; or
  - after you notify us in accordance with these terms and conditions, that your Access Method or any part of your Access Method has been misused, lost or stolen or used without your authorisation, or, where relevant, that the security of your Code, PIN or password has been breached.

## **Liability for EFT Transactions occurring prior to notification of loss**

You will be liable for any loss of funds arising from unauthorised EFT Transactions if the loss occurs before you notify us that your Access Method or any part of your Access Method has been misused, lost or stolen or used without your authorisation, or where relevant, the Code, PIN or password has become known to someone else, and if we prove, on the balance of probabilities, that you contributed to the loss through:

- your fraud or, where relevant, your failure to keep the PIN or password secure; or
- unreasonable delay in notifying us of the misuse, loss, theft or unauthorised use of the Access Method or any part of your Access Method or where relevant, of the Code, PIN or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

However, you will not be liable for:

- the portion of the loss that exceeds any applicable daily or periodic transaction limits;
- the portion of the loss on your Account which exceeds the balance of your Account; or
- all losses incurred on any Account which you had not agreed with us could be accessed using the Access Method.

## **Limitation of Liability for EFT transactions occurring prior to notification of loss**

Where a Code, PIN or password is required to perform the unauthorised EFT Transaction (and this clause does not apply) your liability for any loss of funds arising from an unauthorised EFT Transaction, if the loss occurs before you notify us that your Access Method or any part of your Access Method has been misused, lost, stolen or used without your authorisation, or where relevant, the Code, PIN or password has become known to someone else, is the lesser of:

- \$150;
- the balance of your Account, including any prearranged credit; and
- your actual loss at the time you notify us that your Access Method or any part of your Access Method has been misused, lost, stolen or used without your authorisation, or where relevant, of the Code, PIN or password becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).

## **Liability for EFT Transactions due to Card left in ATM**

You are liable for losses from unauthorised EFT Transactions that occur because you, or someone authorised by you, leaves your Card in an ATM provided that the ATM incorporates reasonable safety standards that mitigate the risk of unauthorised Cards being left in the ATM.

## **Liability for EFT Transactions due to breach of Terms and Conditions**

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these Terms & Conditions or acted negligently or fraudulently.

## **Unauthorised BPAY® transactions**

In the case of BPAY®, if you notify us that a BPAY® payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY® payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® payment.

## **Chargeback of Visa transactions**

In some circumstances, Card scheme rules allow us to charge a disputed Visa transaction back to the Merchant with whom you made the transaction.

We will exercise a chargeback right (if the right is available) for a disputed transaction if:

- you ask us to do so; and
- you give us the information we require to support the chargeback, within 30 days after the date of the statement on which the transaction is recorded.

Our ability to exercise a chargeback right on your behalf is limited to the Card scheme rules. The time frames vary between 75 days and 120 days so it is important that you notify us as soon as you become aware of a disputed transaction.

The time frame for disputing a transaction may not apply to reporting unauthorised EFT Transactions covered by the ePayments Code.

We cannot exercise a right of chargeback if the right does not exist.

Any right of chargeback we may have under Card scheme rules may be lost if you do not:

- inform us promptly that you wish to dispute a Visa transaction; and
- provide us with any information or material we require to support a chargeback.

Despite any of the above provisions, your liability will not exceed your liability under the ePayments Code.

## **Liability for non- EFT Visa Transactions**

You are liable for all unauthorised transactions made on your Visa Card without use of your PIN and that occur before you report the loss of your Visa Card (as is relevant) to us.

## **Malfunction**

You will not be responsible for any loss you suffer because the Home Banking System, BPAY®, or an EFT terminal accepted your instructions but failed to complete an EFT Transaction.

However, if there is a breakdown or interruption to our Home Banking System or any BPAY® system, or malfunction to an EFT terminal, and you should have been aware that it was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result.

## **Security of Cards, PINs, Codes and Passwords**

The security of your Cards, PINs, Codes and passwords is very important because they give access to your Account. You must make every effort to protect the Card, PIN, Code or password from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use of the Access Method.

## **Ensuring Security of Cards and PIN**

We recommend that you:

- sign a Card as soon as you receive it;
- keep the Card in a safe place;
- if you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name;
- never write the PIN on the Card;
- never write the PIN on anything that is kept with or near the Card;
- never lend the Card to anybody;
- never tell or show the PIN to another person;
- use care to prevent anyone, including your family or friends, seeing the Card number and PIN being entered at Electronic Equipment;
- immediately report the loss, theft or unauthorised use of the Card to us by telephoning 08 8999 0777 or the CARD HOTLINE by telephoning 1800 621 199 or 61 2 9959 7480 from overseas.
- keep a record of the Card number and the CARD HOTLINE telephone number for your area with your usual list of emergency telephone numbers;
- examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Card has been used without your authority; and
- immediately notify us of any change to your address.

These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions.

## **Ensuring the Security of other Access Methods**

This clause will apply if your Access Method uses a Code such as a PIN or Access Code. You must look after your Code at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.

We will provide you with a PIN to use a Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the Card.

On request, and subject to these Terms & Conditions, we will provide you with Access Codes to use for Phone Banking and Internet Banking, which you can change.

## Security of Codes and PINs

You agree to protect any Codes and PINs as a means of preventing fraudulent or unauthorised transactions. You must not tell or show a PIN or Code to another person or allow it to be seen by another person, including your family and friends.

You must not write a PIN or Code down, carry it or keep a record of it with any other part of your Access Method unless you have taken reasonable steps to disguise the PIN or Code or prevent unauthorised access to the PIN or Code.

If you change a PIN or Code (other than a Secure Code), you must not select one that represents your birth date or a recognisable part of your name. If you do use an obvious PIN or Code such as a name or date of birth you may be liable for any losses which occur as a result of unauthorised use of the PIN or Code before notification to us that the PIN or Code has been misused or has become known to someone else.

You must not act carelessly in protecting the security of a PIN or Code.

## Liability for Mistaken Internet Payment

You may be liable for a Mistaken Internet Payment where you receive a Mistaken Internet Payment and you do not return the funds.

You may also suffer loss (which is not recoverable from us) arising from a Mistaken Internet Payment made by you.

You indemnify us against any loss or liability we may incur which arises from a Mistaken Internet Payment made or received by you.

# 15. CueCard and Visa Card

## Receiving your Card

You agree to sign the CueCard or Visa Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the CueCard or Visa Card. You must ensure any other cardholder you authorise also signs their CueCard or Visa Card immediately upon receiving it and before using it.

## Using your Card

We will advise you from time to time:

- what EFT Transactions may be performed using a CueCard or Visa Card
- what EFT Terminals of other financial institutions may be used; and
- what the daily cash withdrawal limits are.

Please refer to the Summary of Accounts & Access Facilities table.

You may only use your CueCard or Visa Card to perform transactions on those Accounts we permit.

We will advise you of the Accounts which you may use your CueCard or Visa Card to access.

If you have been issued a Contactless Enabled Card, you can make Contactless Payments using the Card up to AU\$100 without swiping or inserting your Card nor entering a PIN at Contactless compatible EFT Terminals. You will just need to hold or tap your Card at the Contactless compatible EFT Terminal of a participating Merchant. Contactless Payments can only be made at participating Merchants. If your purchase is over AU\$100, you may need to enter your PIN.

At participating Merchants only, you may conduct a Visa Debit Cash Out and withdraw cash with a purchase transaction when pressing the 'CR' button. You will always be required to enter your PIN for any EFT Transaction that includes a Visa Debit Cash Out.

Transactions performed using a CueCard may not necessarily be processed to your Account on the same day.

You will continue to be liable to us for the value of any EFT Transaction occurring after you have closed your Account(s) or after you have resigned from Membership of us.



The CueCard, Visa Card and any installation of our Mobile Banking application installed on a Mobile Device always remains our property.

## **Additional Cards**

You may authorise us, if we agree, to issue an additional CueCard or Visa Card to your Third Party Operator.

You will be liable for all transactions carried out by your Third Party Operator on the Card.

We will give each Third Party Operator that is issued with a Card a PIN.

Your Third Party Operator's use of the Card and PIN is subject to these EFT Conditions of Use.

You must ensure that each Third Party Operator protects their Card and PIN in the same way these Conditions of Use require you to protect your Card and PIN.

You may instruct us to cancel an additional Card at any time. This cancellation may not be effective until the additional Card is returned to us or you have taken all reasonable steps to have the additional Card returned to us.

If you are unable to return the additional Card to us, we may require you to make a written statement describing the steps you have taken to return the Card.

If you request us to cancel an additional Card you will not be liable for any losses resulting from continuing (unauthorised) use of the additional Card following cancellation provided that you have:

- taken all reasonable steps to ensure the Card is destroyed or returned to us; and
- not acted fraudulently or otherwise caused the loss.

## **Using your Card outside Australia**

This clause will apply to Visa Cards and CueCards.

Use of the Card outside of Australia must comply with any exchange control requirements.

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

All transactions made overseas on the Card will be converted into Australian currency by Visa International, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the date on which Visa processes the transaction.

Some overseas Merchants and EFT Terminals charge a surcharge for making an EFT Transaction. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

Contactless functionality (if available on your Card) may not work outside of Australia.

Before travelling overseas, you should ensure you have the overseas CARD HOTLINE number 61 2 9959 7480. You should use the CARD HOTLINE if any circumstances described below.

## **Loss, Theft or Unauthorised use of your Card or PIN**

If you believe your CueCard or Visa Card has been misused, lost or stolen or a PIN has become known to someone else, you must immediately contact us on 08 8999 0777. If you are reporting a Card after business hours you must contact this CARD HOTLINE on Hot Line 1800 621 199 or 61 2 9959 7480 from overseas immediately to ensure the Card has been reported as soon as possible.

You must provide the following information when notifying us or the CARD HOTLINE:

- the Card number;
- the name of the Credit Union; and
- any other personal information you are asked to provide to assist in identifying you and the Card.

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

## **Loss, Theft or unauthorised use of Access Method**

We will attempt to make sure that your transactions are processed promptly (including BPAY® Payments to participants in BPAY® and Payments to external parties), and you must tell us promptly if:

- you become aware of any delays or mistakes in processing your transaction;
- you did not authorise a transaction that has been made from your Account;
- you think that you have been fraudulently induced to make a transaction.

If you think that the security of your Codes (including your Phone Banking or Internet Banking passcode) has been or may be compromised, then you must as soon as possible change your Code through our Phone or Internet Banking services.

If you believe an unauthorised transaction has been made via an Access Method you should change your codes immediately. If the security of an Access Method has been compromised, you should contact us immediately on 08 8999 0777. We will acknowledge your notification by giving you a reference number that verifies the date and time that you contacted us.

## **Cancellation of a Card**

You may cancel your CueCard or Visa Card at any time by contacting us.

We may immediately cancel or suspend your CueCard or Visa Card if, in our opinion, there are security reasons for doing so, or if you breach these EFT Conditions of Use. We may cancel a Card by capture of the Card at any EFT terminal.

You will be liable for any transactions you make using your Card before the Card is cancelled.

Your Card will be terminated when:

- we notify you that we have cancelled your Card with us;
- you close the last of your Accounts with us to which the Card applies;
- you cease to be our member; or
- you alter the authorities governing the use of your Account or Accounts to which the Card applies (unless we agree otherwise).

We may demand the return or destruction of any cancelled Card.

## **Use after cancellation or expiry of the Card**

You must not use your CueCard or Visa Card:

- for a Card only, after the expiration date shown on the face of the Card; or
- after the Card has been cancelled.

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

## **Exclusions of warranties and representations**

We do not warrant that Merchants or EFT Terminals displaying CueCard or Visa signs or promotional material will accept your Card and/or Contactless Transactions.

We do not accept any responsibility should a Merchant, EFT Terminal bank or other institution displaying CueCard or Visa signs or promotional material, refuse to accept or honour your Card and/or Contactless Transactions.

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

## Renewal of the Card

Unless you are in breach of these EFT Conditions of Use or we consider it otherwise necessary for the security of the EFT System or individual Accounts, we will automatically provide you with a replacement Visa Card before the expiry date of the current Card or additional Card.

If you do not wish to receive a replacement Card, you must notify us before the expiration date of the current Card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement Card.

# 16. Phone Banking, Internet Banking, BPAY®

## Using Phone Banking and Internet Banking

We will tell you from time to time:

- what services are available using Phone Banking or Internet Banking (including Mobile Banking); and
- which of your Accounts you can access using Phone Banking or Internet Banking (including Mobile Banking).

We cannot effect your Phone Banking or Internet Banking instructions if you do not give us all the specified information we request or if you give us inaccurate information.

If you instruct us to make more than one Payment from your Account, we will determine the order of making the Payments.

We do not warrant that:

- the information available to you about your Accounts through our Home Banking System is always up to date;
- you will have 24 hours a day, seven days per week, access to Phone Banking or Internet Banking.
- data you transmit via Phone Banking or Internet Banking is totally secure. After you have finished accessing your Account using:
  - Phone Banking, you must ensure that you end the telephone call to our Phone Banking service;
  - Internet Banking, you must ensure that you log off from our Internet Banking service.

## External Payments

Our External facility allows you to make a Payment to an account with us or with another financial institution through Internet Banking (including through Mobile Banking). You can only use our External Payment facility if you have registered for Internet Banking.

When you tell us to make a External Payments you must tell us the amount to be paid, a reference or description to be sent with the Payment, your Account which is to be debited for the amount of the Payment and the BSB number for the financial institution at which the Account is held, the account number for the account the Payment is being paid to and the account owner's name for the account the Payment is being paid to.

You must ensure that the reference or description you tell us to send with an External Payments does not contain, reference or link to:

- any swearing, profanity, offensive, discriminatory, threatening or abusive content;
- any information that is confidential or must be kept secret;
- sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information);
- anything which infringes the intellectual property rights of any person; or
- anything which is illegal or seeks to promote illegal activity.

Where we consider it appropriate to do so, we may disclose the information you include in an External Payments reference or description to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.

The reference or description you tell us to send with an External Payments may not be included in the relevant Account statement, or may be included in a truncated form.

You acknowledge that we are not required to effect an External Payments if you do not give us all the required information or if any of the information you give us is inaccurate or incomplete. We will immediately debit the amount of each External Payment from the Account you have told us is to be debited when we accept your External Payment instruction.

## Processing of External Payments

An External Payments instruction you give us is irrevocable. You cannot stop an External Payments once you have instructed us to make it and we have accepted it. You must therefore ensure all information you give us in relation to an External Payments is correct and complete. We will process any External Payments as a Direct Entry Payment.

If you instruct us to send an External Payments on a Business Day (in Queensland) before the Cut Off Time, and we process it as a Direct Entry Payment, we will generally process it on that Business Day. If you instruct us after the Cut Off Time, or on a day that is not a Business Day (in Queensland), we will process the Payment on the next Business Day.

Subject to the arrangements and processes of the financial institution to whom the Direct Entry Payment is being sent, the Direct Entry Payment will generally be available to the payee, on the Business Day (in Queensland) after the Business Day on which we process the Direct Entry Payment. However, Direct Entry Payments may take longer to be credited to the payee account and you should not assume that the payment will be credited to the payee account or available to the payee within any specific timeframe.

## Delays

Delays may occur in processing External Payment where:

- we experience a services disruption which prevents us from processing transactions;
- we are required to delay processing a transaction in compliance with any applicable laws (including any laws relation to anti-money laundering and sanctions);
- you fail to comply with your obligations under these Terms & Conditions for any reason;
- the financial institution at which the payee account is held or the relevant accountholder fails to comply with their obligations or is experiencing a services disruption which prevents them from processing transactions;
- the financial institution at which the payee account is held delays processing; or
- we delay processing of the External Payment to investigate and review it to ensure it is not fraudulent, illegal or improper or to confirm that it has been properly authorised by you.

We will not be liable to you for any delay in an External Payments being processed or received by the payee for any reason.

## Suspension of External Payment Facility

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

## Account Restrictions

External Payments cannot be made from all Account types. The Summary of Accounts & Access Facilities Table indicates which Account types are able to have External Payments made from them and eligibility requirements that apply.

We may impose restrictions on the Accounts from which an External Payments may be made, or impose limits on the amount of External Payments from an Account.

## Transaction Limits

See the Summary of Accounts & Access Facilities Table for details of the daily or other periodic limits which apply to the number or value of External Payments you may request across all your Accounts on any day.

We may decline any External Payment request or instruction from you where accepting it would cause you to exceed an applicable limit.

## Failed Payments

If we are advised that your External Payment cannot be processed by the other financial institution, or it fails and cannot be completed for any reason we will credit your Account with the amount of the Payment. Where we have transferred funds to another financial institution as part of processing an External Payments that has failed or cannot be completed, we will not credit your Account with the amount of the Payment until the funds have been returned to us from the other financial institution.

## Mistakes and Issues with External Payments

You must be careful to ensure you tell us the correct amount you wish to pay. If you make an External Payments and later discover that:

- the amount you paid was greater than the amount you needed to pay, you must contact the holder of the account to which you instructed us to make the payment to obtain a refund of the excess; or
- the amount you paid was less than the amount you needed to pay, you will need to make another Payment for the difference between the amount you actually paid and the amount you needed to pay.

You should notify us immediately if you think that:

- you have made a mistake when making an External Payments;
- you did not authorise an External Payments that has been debited to your Account or you think an External Payments has not been processed in accordance with your instructions; or
- you were fraudulently induced to make an External Payments;

In the case of Mistaken Internet Payments the timing of your report may impact on our ability to recover your funds (see below for more information about Mistaken Internet Payments Made By You).

Where we consider it appropriate and we are reasonably able to do so, we may request that the financial institution to whom the funds were transferred returns the funds to us, on your behalf. However, depending on the circumstances, the financial institution to whom the funds were transferred may not return the funds to us unless the relevant account holder consents.

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

You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur as a result of the return of funds to us where we have requested that an External Payments be returned on your behalf. We may debit any such loss, damage or cost to any Account you hold with us.

## Refunds and Chargebacks

Except as expressly provided in "Mistaken Internet Payments made by you", refunds cannot be processed in respect of External Payments.

Where an External Payments has been correctly completed but you have a dispute with the person to whom the funds were transferred, you will need to resolve the dispute directly with that person.

No "chargeback" rights are available in relation to External Payments, even if the payment has been made from an account with a Card linked to it.

## Mistaken Internet Payments made by you

If you believe you have made a Mistaken Internet Payment you should immediately contact us on 08 8999 0777 at any time to report the payment as any delays may impact our ability to recover the funds on your behalf.

We will investigate every Mistaken Internet Payment reported to us. If after our investigation into the payment we are satisfied that a Mistaken Internet Payment has occurred, we will send the receiving financial institution a request for return of the payment. If after our investigation into the payment we are not satisfied that a Mistaken Internet Payment has occurred, we are not required to take any further action.

When you report a Mistaken Internet Payment you are providing consent for us to disclose your personal information to other parties in order to recover the funds on your behalf.

Your Mistaken Internet Payment report will be acknowledged with a reference number that verifies the date you reported the payment. Please retain this reference number.

We will notify you within 30 Business Days of the Mistaken Internet Payment report to advise you of the outcome of our attempt to recover your funds. If a receiving financial institution returns the Mistaken Internet Payment, we will return the funds to you (including by crediting your account) as soon as practicable.

A Mistaken Internet Payment may only be returned without the consent of the unintended recipient if:

- the unintended recipient's financial institution is a subscriber to the ePayments Code;
- the unintended recipient's financial institution is satisfied that a Mistaken Internet Payment has occurred;
- there are sufficient credit funds in the unintended recipient's account to the value of the Mistaken Internet Payment; and

Either:

- you reported the Mistaken Internet Payment to us within 10 Business Days; or
- you reported the Mistaken Internet Payment to us after more than 10 Business Days and within 7 months; and
- the unintended recipient fails to establish to the unintended recipient's financial institution that they are entitled to the funds within 10 Business Days of their financial institution notifying them that it will return the funds if the unintended recipient does not do so.

Otherwise, the Mistaken Internet Payment will not be returned without the consent of the unintended recipient.

You may suffer a loss as a result of a Mistaken Internet Payment if:

- we are not satisfied that it is a Mistaken Internet Payment;
- the unintended recipient's financial institution is not satisfied that it is a Mistaken Internet Payment, or despite this view, seeks the consent of the unintended recipient to return the funds, but that recipient does not give that consent;
- the unintended recipient of the Mistaken Internet Payment does not have sufficient funds in their account to the full value of the Mistaken Internet Payment to facilitate its return (and the receiving financial institution's reasonable endeavours to retrieve the funds from the unintended recipient are unsuccessful);
- you do not report the Mistaken Internet Payment to us within seven months of the payment and the unintended recipient does not consent to the receiving financial institution returning the payment; or
- the unintended recipient's financial institution does not subscribe to the ePayments code.

We will not be liable to you for any loss you suffer as a result of a Mistaken Internet Payment.

## Complaints about Mistaken Internet Payments

If you are not satisfied with our handling of a Mistaken Internet Payment then you may complain in accordance with the Complaints process.

## Future-Dated Transfer Payments

You may arrange transfer Payments in advance of the date that they are due for payment through Internet Banking. Future-dated Payments can be once only or recurring Payments and may be used to transfer funds to Accounts held with the Credit Union and Accounts held with other financial institutions. If you use this option the following conditions apply:

- If the Available Funds in your Account are not sufficient to comply with your Payment authorisation, we will check your Account balance for five consecutive days for sufficient Available Funds to make the payment. After this time if the amount is still unpaid, the transfer will be rejected and we will not attempt to make a further transfer until the next due date. A charge for the rejection may also apply (see the "Interest, Fees & Charges" document).
- If we are unable to make the Payment on five successive occasions (after five attempts on each occasion) we will cancel the Payment.
- You are responsible for checking your Account transaction details or Account statement to ensure the future-dated Payment is made correctly. You should contact us immediately if there are any problems with your future-dated Payment.
- You can elect to cancel a future-dated Payment after you have given the direction but before the date for payment by making the relevant changes via our Internet Banking service. You cannot stop a Payment on or after the date for payment.

## Reporting unauthorised use of Phone Banking or Internet Banking

If you believe that your Access Method used for BPAY® or Internet Banking transactions, or any part of your Access Method, has been misused, lost or stolen, or, where relevant, your PIN or password has become known to someone else, you must contact us immediately.

If you believe an unauthorised EFT Transaction has been made via BPAY® or the Internet Banking System and your Access Method uses a PIN or password, you should change that PIN or password immediately.

## BPAY®

You can use BPAY® to pay bills bearing the BPAY® logo using Internet Banking or Phone Banking.

When you make a BPAY® payment you must use the Biller's code number (found on your bill), your Customer Reference Number (e.g. your Account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.

We may disclose your personal and transactional information to other participants in BPAY® in order to execute your instructions, including:

- Billers nominated by you;
- BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY®.

If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY® Payments.

We will debit the value of each BPAY® Payment to the Account.

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

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

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

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

## Processing BPAY® Payments

We will attempt to ensure that your BPAY® payments are processed promptly by participants in BPAY®, and you must tell us immediately if:

- you become aware of any delays or mistakes in processing your BPAY® payment;
- you did not authorise a BPAY® payment that has been made from your Account; or
- you think that you have been fraudulently induced to make a BPAY® payment.

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

A BPAY® payment instruction is irrevocable.

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

We will treat your BPAY® payment instruction as valid if, when you give it to us, you use the correct Access Method. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay - for these errors see below) when making a BPAY® payment or if you did not authorise a BPAY® payment.

You must provide us with written consent addressed to the Biller who received that BPAY® payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® payment.

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

- on the date you direct us to make it, if we receive your direction by the Cut Off Time; and
- otherwise, on the next Business Day after you direct us to make it.

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

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

- there is a public or bank holiday on the day after you instruct us to make the BPAY® payment;
- you tell us to make a BPAY® payment on a day which is not a Business Day or after the Cut Off Time on a Business Day; or
- a Biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.

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

- advise you of this;
- credit your Account with the amount of the BPAY® payment; and
- take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

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

- the amount you paid was greater than the amount you needed to pay - you must contact the Biller to obtain a refund of the excess; or
- the amount you paid was less than the amount you needed to pay - you can make another BPAY® payment for the difference between the amount you actually paid and the amount you needed to pay.

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

## **Future-Dated BPAY® Payments**

You may arrange BPAY® Payments up to 60 days in advance of the date that they are due for payment through Internet Banking. If you use this option you should be aware that, if the Available Funds in your Account are not sufficient to comply with your Payment authorisation, the BPAY® Payment will not be made and you may be charged a rejection fee (see the "Interest Fees & Charges" document).

You are responsible for checking your Account transaction details or Account statement to ensure the future-dated Payment is made correctly. You should contact us immediately if there are any problems with your future-dated Payment.

You can elect to cancel a future-dated BPAY® Payment after you have given the direction but before the date for payment by making the relevant changes using our Internet Banking or Phone Banking service. You cannot stop the BPAY® Payment on or after the date for payment.

## **Consequential Damage**

We are not liable for any consequential or indirect loss or damage you suffer as a result of using BPAY®, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law into contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent. To the extent permissible by law, these conditions and warranties are excluded.

# **17. Verified by Visa (VBV)**

## **Introduction**

Where there is any inconsistency between the EFT Access Facilities and EFT Conditions of Use or Visa Card conditions of use found in this document, the EFT Access Facilities and EFT Conditions of Use or Visa Card conditions will apply to the extent of the inconsistency.

Each time you complete or attempt to complete a VBV transaction, you are deemed to accept these conditions.

## **Using the VBV Visa Service**

You may use VBV to make purchases online. However, the VBV service may only be available in connection with participating online merchants.

When making an online purchase or other transaction for which VBV applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa Card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.

If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa Card or payment for that transaction and you may be unable to complete an online transaction using your Visa Card.

A Third Party Operator may use the VBV service if they hold a Visa Card linked to your Account. The Third Party Operator will be asked to provide information to us that allows us to validate the identity and verify that they are the cardholder of the specified Visa Card. The information that they provide may be validated against information we hold about them and maybe validated against information held by third parties.

## **Privacy**

We (or our nominated service provider) may collect personal information about you for the purposes of providing the VBV service to you. You authorise us to disclose personal information to others in order to execute your instructions including, but not limited to, conducting the VBV service and investigating disputes or allegations of unauthorised transactions, or if it is required by law. For more details of how your personal information is handled, please refer to our privacy policy, which can be viewed by accessing [www.tcu.com.au](http://www.tcu.com.au)



## Termination of Verified by Visa

We may discontinue, terminate or suspend (permanently or temporarily) the VBV service, or any part of the VBV service. We may also change any aspect or functionality of the VBV service at any time without giving you prior notice.

## Participating Online Merchants

You will know that an online merchant is a participating online merchant because you will see the VBV logo and you may be asked to verify your identity before completing an online transaction with that merchant.

We do not endorse or recommend in any way any participating online merchant.

Your correspondence or business dealings with, or participation in promotions of, online stores through VBV, including payment for and delivery of related goods or services not purchased via VBV, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

## Exclusion of Liabilities

Subject to any warranty which is imported into these conditions by law and which cannot be excluded, the VBV service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

We will not be liable for any damages whatsoever arising out of or in relation to:

- your use of or access to (or inability to use or access) the VBV services; or
- any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction.

If you are dissatisfied with any aspect of the VBV service, your sole and exclusive remedy is to terminate participation in the VBV transaction or service, as provided in these conditions.

## Your Conduct

Whilst using the VBV service and Traditional Credit Union's Internet Banking services, you agree not to:

1. impersonate any person or entity using the VBV authentication process;
2. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the VBV service or by us;
3. spam or flood our Internet Banking service and the VBV service;
4. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the VBV service.
5. remove any copyright, trademark, or other proprietary rights notices contained in the VBV service;
6. "frame" or "mirror" any part of the VBV service without our prior written authorisation;
7. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the VBV service;
8. otherwise interfere with, or disrupt the VBV service or our Internet Banking services or servers or networks connected to us or the VBV service or violate these conditions or any requirements, procedures, policies or regulations in relation to the VBV service; or
9. intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the VBV service.

## Your Liability

Your liability for unauthorised transactions is governed by the EFT Access Facilities and EFT Conditions of Use (above). If you breach these conditions, this may affect your liability for unauthorised transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.

## Errors

If you believe a VBV transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us immediately.