

AFG
Access Methods
Terms & Conditions

Version 2 February 2013

Access Methods – Terms & Conditions

In this document, the words 'you', 'Lender', 'Manager' 'we', 'us' and 'our' have the same meaning as in your loan agreement.

These terms and conditions govern the ways you can access funds in your loan agreement account and apply in addition to the terms set out in your loan agreement including the general terms and conditions.

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

1. How can you access your loan funds?

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

- card;
- cheque;
- internet(Including BPAY Payments & Funds Transfer);
- direct debits and credits.

So you can use the *access methods*, you will be given an access code, client number, personal identification number (**PIN**) and/or a combination of all these. Together, these are called the *access codes*.

The *access methods* may be subject to certain restrictions such as daily transaction limits. You will need to check your account details to verify if any such restrictions apply.

All fees and charges relating to the *access methods* are contained in your loan agreement. Merchants and other institutions with whom you correspond using the access methods may charge additional fees and may impose additional obligations or restrictions (for example, you may only be able to use your card if your purchase is more than a certain value).

If you hold a *business account*, where specified, this Part does not apply. A *business account* is an account which is primarily used by a business and is established for business purposes.

2. Key contacts

Please contact your Manager if you need to report that the security of any *access method* has been breached (for example, there has been unauthorised access to your account over the internet, or your card has been lost or stolen). You should contact your Manager in respect of any problems or questions relating to the access methods. We will advise you of the Manager's contact details when you request these access methods to be provided to you.

The Manager may seek assistance in relation to your problem or question from AFG Securities Pty Ltd who is the *Service Manager*.

Where your card is lost or stolen you must contact a dedicated phone number which is available to you to report these instances. Within Australia call the VISA Card Hotline 24 hours a day, 7 days a week on 1800 648027 (overseas or Sydney

Metropolitan area 02 8299 9101) as soon as possible to report your lost or stolen card.

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

3. Who provides the access methods?

The *access methods* are provided by third party suppliers and so the Lender and the Manager accept no liability whatsoever in relation to them. A reference to we/us in these conditions includes the third party providing the access methods, the Lender and the Manager acting alone or together

Cards, cheques and direct services are issued and operated under agreement with the *Service Manager* by Cuscal Limited (ABN 95 087 822 455). BPAY payments under agreement with the *Service Manager* by Cuscal Limited (ABN 95 087 822 455) & BPAY Pty Limited (ABN 69 087 822 455). Transactional banking, account details and internet banking are hosted under agreement with the *Service Manager* by Data Action Pty Ltd (ABN 32 008 102 690)

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

4. Who can use the *access methods*?

WARNING: Generally any borrower will be entitled to use any of the *access methods* offered under your loan. Accordingly each borrower can bind each other borrower. Any of you will be able to access the account and all of you will be obliged to repay any and all of the debt even if each of you did not benefit equally from the funds. You should maintain significant security in relation to the *access methods*.

We are entitled to give access to your accounts to any person supplying the relevant *access code* and process transactions authorised by that person. We can debit your account and you are liable for all transactions conducted by persons to whom you have given your *access codes*.

We can block access to your accounts using the *access methods* if instructed by you or any one of you (if there is more than one of you).

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

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

5. What are we not liable for?

Subject to any warranties implied by law that cannot be excluded, we are not liable or responsible to you for any loss or damage (including without limitation, losses or damages for loss of profits, business interruption, negligence or wilful conduct, loss of information, indirect, special, punitive or consequential losses or damages) arising out of: we are not responsible for any:

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

If an error, inaccuracy or omission occurs and you advise the Manager in writing, we will endeavour to correct such error, inaccuracy or omission within 3 business days of notification. If we cannot correct the error, inaccuracy or omission within this period, we will contact you to tell you when we expect corrective action will be completed.

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

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

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

6. Security of *access codes* and cards

You must keep all *access codes* and cards secure. In particular, you must do the following.

- Sign your card as soon as you receive it.
- Not give your card to anyone else or allow anyone else to use it.
- Always keep your card with you.
- Check regularly that you still have your card.

- *Access codes* should be memorised, and any correspondence notifying you of an *access code* should be destroyed.
- Keep any record of your *access codes* separate and apart from each other (including separate from your card) so that they are not liable to loss or theft simultaneously. For any *access code*, do not use numbers that represent your date of birth or any other number which can be readily identified (such as the numerals corresponding to your name or your phone number). Do not indicate any *access code* anywhere on your card or anywhere near where you keep your card. We can cancel any *access code* at any time without notice if we believe it is being used in a way that can cause loss to you or to us.
- *Interactive services access codes* must be a minimum of 8 and a maximum of 16 alphabetical/numerical characters. It is also highly recommended that you change your *access codes* frequently.
- Ensure that your *access codes* are not disclosed to any person (including friends and family).
- Avoid your *access codes* being recorded or copied when accessing the *access methods*.
- You must not act with extreme carelessness in failing to protect the security of your *access codes*.

You must tell your Manager as soon as possible if you suspect that any *access code* is known to an unauthorised person.

7. When you are not liable for losses

This clause does not apply to a *business account*. If you hold a *business account*, you will be liable for all transactions on your *business account*, whether authorised by you or not. This clause also does not apply to cheques. You are liable for all transactions authorised by cheque. If transactions not authorised by you are processed against your account you must inform us as soon as you become aware of the unauthorised transactions. In this instance you are not liable for losses::

- if it is clear that you have not contributed to the loss;
- that are caused by the same transaction being incorrectly debited more than once to the same account;
- if the unauthorised transaction took place before you received any relevant card or *access codes*;
- that are caused by the fraudulent or negligent conduct of our employees or agents or any company involved in our networking arrangement or of merchants linked to the electronic funds transfer system, or their employees or agents;
- which relate to a card or *access code* which is forged, faulty, expired or cancelled;
- that occur after you inform us that your card or the *access code* has been lost or stolen or the security of the *access code* has been breached;

- arising because the VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to your Manager as soon as possible during business hours; or
- that would exceed the amount of your liability to us had we exercised our rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations.

8. When you may be liable for losses

This clause does not apply to a *business account*. If you hold a *business account*, you will be liable for all transactions on your *business account*, whether authorised by you or not. If you have contributed to the loss resulting from unauthorised transactions by:

- acting fraudulently;
- breaching the access code security requirements described below ('access code security requirements') by:
 - disclosing any *access code* to any person (including family, friends or our staff);
 - failing to keep any record of any *access code* separate and apart from any other *access codes* or *access method* so that they are not liable to loss or theft simultaneously (for example, you keep your *access code* for internet banking on your computer or your *access code* in relation to your card in your wallet with your card without making a reasonable attempt to disguise the *access code*);
 - *requesting* an *access code* which represents your date of birth or any other number sequence which can be associated with you (such as the last digits of your phone number); or
 - *otherwise* acting with extreme carelessness in failing to protect the security of all *access code*,

you are liable for the actual loss suffered before you notify your Manager or *Service Manager* of the misuse, loss, theft or the breach of the security of the access method. However, you are not liable for that portion of the losses incurred:

- on any one day that exceed the daily transaction limit;
- in a period that exceeds any other periodic transaction limit applicable to the relevant period; or
- that exceed the credit limit applying to your loan account during the period.

If more than one access code is required to perform a transaction and we can prove that you breached the access code security requirements for one or more of the access codes (but not all the access codes) you are liable as above if we can prove that the breach of the access code security requirements was more than 50% liable for the losses (when assessed together with all the contributing causes).

You are liable for losses relating to leaving your card in an ATM if the ATM incorporated reasonable safety measures to mitigate the risk of a card being left.

If you have contributed to the loss resulting from unauthorised transactions by unreasonably delaying notification to the Manager or *Service Manager* after becoming aware of the misuse, loss or theft of any device forming part of the *access method* or that the security of any *access code* has been breached, you are liable for the actual losses that occur between when you became aware, or should have reasonably become aware, and when the Manager or *Service Manager* was actually notified but you are not liable for any portion of the losses incurred:

- on any one day that exceeds the daily transaction limit;
- in a period that exceeds any other periodic transaction limit applicable to the relevant period;
- that exceeds the credit limit applying to your loan account during the period; or
- on any account where it is not clear whether or not you and us agreed could not be accessed by way of the access methods..

If an access code was required to perform an unauthorised transaction and we cannot prove on the balance of probability that you have contributed to the loss resulting from an unauthorised transaction, or it is not clear that you did not contribute to the loss resulting from unauthorised use, your liability will be limited to the lesser of:

- \$150;
- your credit limit at that time; or
- the actual loss suffered at the time we are notified of the breach of security.

You are liable for losses arising from unauthorised transactions that occur because you (or an additional cardholder) contributed to the loss by leaving a card in an automatic teller machine so long as the automatic teller machine incorporated reasonable safety standards that mitigate the risk of the card being left in the machine.

9. Changes suspension and termination of *access methods*

We can change, suspend, or cancel the *access methods* at any time without notice, subject to any applicable law or relevant codes of conduct to which we have subscribed. We do not warrant that any of the *access methods* will operate at any time.

10. Termination of use

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

11. Resolving disputes

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

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

12. Transaction Limits

We may limit the amount which may be withdrawn or transferred from your account. At no time should your total withdrawals exceed the amount of cleared available funds in your account.

Access method	Limit
PIN generated ATM/EFTPOS transactions (within Australia)	Up to \$1,000.00 per day.
Visa authorised transactions (Visa/credit/cash advance transactions and overseas transactions)	Up to \$3,000 per day.
Accumulative transactions via internet banking (external transactions) and any manual request to transfer funds	Up to \$3,000 per day.
BPAY payments	Up to \$3,000 per day.
Cheques written from your cheque facility	No limit

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

- a. dishonour any payment instruction given; and
- b. charge you an administrative fee as advised to you from time to time.

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

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

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

13. Cheques

(a) Your liability

The cheque facility will be provided by a third party (the *cheque provider*). You must ensure that neither us nor the *cheque provider* suffer any loss as a result of a cheque facility being made available to you. Any loss which we or the *cheque provider* incur as a result of making the cheque facility available to

you can be recovered from you by us or by the *cheque provider*. You are liable for all losses relating to unauthorised cheques.

(b) Authorised signatories

You may specify authorised signatories to operate the cheque facility so long as each authorised signatory is approved by us.

You may cancel the authority of any authorised signatory by sending us a request in writing. You are liable for any cheques issued by the authorised signatory before their authority is cancelled.

(c) Completing cheques

You must only write cheques on the cheque books we give you in pen only (never use a pencil or erasable ink). To complete a cheque you must write:

- the name of the person or company who the cheque is made out to;
- the amount (in words and numbers);
- the date on which the cheque is written; and
- the signature of an authorised signatory.

Care should be taken not to leave any gaps between words or figures when completing the amounts. You should also begin the amount in words with a capital and add the word 'only' after completing the amount in words.

If the cheque is not completed correctly we may dishonour the cheque or we may still debit the cheque amount to your account.

Any borrower may sign cheques. Each borrower is liable for the amount of the cheque regardless of which borrower signed the cheque.

(d) Stopping a cheque

You may cancel or stop payment on a cheque before it has been paid by giving written and signed notification to the Manager. To stop payment on a cheque you must give us the following information:

- your loan account number;
- the cheque number;
- the cheque amount;
- who the cheque is payable to; and
- the reason for stopping the cheque.

Neither we nor the *Service Manager* will be responsible to you if any cheque you want to cancel or stop is paid. Even if you have directed that a cheque be cancelled or stopped, it may still be debited to your account.

(e) Terms used on cheques

All of the cheques provided to you will be crossed with the words "not negotiable" between the parallel lines. This means that the cheque cannot be cashed but must be paid through an account.

This does not stop the person who you pay the cheque to endorsing it to another person. Endorsing means directing payment to someone else. However the ultimate holder of the cheque who presents it for payment into their account gets no better title to the money than the person who transferred (endorsed) it to them.

The words "account payee only" on your cheque means that the cheque may only be paid into the account of the person you make the cheque in favour of.

Deleting the words "or bearer" on your cheque will mean the cheque is payable to the named payee only.

(f) Other general information regarding cheque books

A cheque may be paid even though it is dated after the date on which it is presented for payment. A cheque may also be honoured even though it has become a "stale cheque" because it was dated a long time before it was presented for payment.

(g) Lost or stolen cheques and cheque books

You should look after your cheque book and keep it in a safe place. Do not leave signed blank cheques in your cheque book. You must tell the Manager immediately if:

- you lose a cheque or your cheque book;
- a cheque or your cheque book is stolen; or
- there is unauthorised use of your cheque book.

Neither we nor the *Service Manager* will be responsible to you if any cheque is paid even if you have told us any of these things, and your account may still be debited with any cheque amount.

(h) Ending the cheque facility

If you or we decide to end the cheque facility (which either of us can do at any time), we may dishonour any cheque that is presented after the facility has ended.

(i) Dishonouring Cheques

We may, at our discretion, dishonour a cheque if:

- you have insufficient funds in your account to cover the amount of the cheque;
- The cheque has not been completed correctly or is incomplete (including but not limited to a cheque that is unsigned, undated, post dated, stale, has no payee stated or has been materially altered and you have not authorised the alteration);

- you have instructed us to stop payment on the cheque;
- we have received notice of your mental incapacity, bankruptcy or death;

If your account is closed or your cheque facility is cancelled, we may dishonour any cheque presented after the closure or cancellation, unless you make other arrangements with us.

14. Accessing the *interactive services*

(a) Accessing the *interactive services*

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

(b) Your instructions

When you use the *interactive services*, your instructions will be carried out if:

- they are permitted by these terms and conditions; and
- they comply with any directions on how to use the *interactive services*.

Before processing a transaction, the transaction can be postponed to seek further information from you or from an authorised third party.

When you or anyone authorised by you gives us instructions using the *interactive services*, those instructions may be unable to be stopped. You are responsible for ensuring that the instructions are correct.

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

(d) Recorded transactions

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

15. Cards

(a) Additional Cardholders

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

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

You may also specify authorised signatories to operate as additional cardholders on your account, however each authorised signatory must be approved by us. You should ensure that each authorised signatory reads and understands these terms and conditions.

You may cancel the authority of any authorised signatory by sending us a request in writing.

Your account will be debited with all transactions made by any additional cardholder. Therefore, you are responsible for all these transactions as if you had made them yourself.

Any further reference to you/your/yours in this clause 15 includes additional cardholders and authorised signatories.

(b) Purchasing goods from a merchant

- We are not responsible if a merchant refuses to accept or honour your card.
- The price the merchant charges for goods or services purchased with your card may be different from the price the merchant charges for the same goods or services purchased with cash.
- We do not accept any responsibility for the goods or services purchased with your card.
- You should ensure that the correct amount is entered by the merchant or written in the total box on the sales voucher before you authorise the transaction. As your instructions to us to debit your account and pay another person will be regarded as being final and irrecoverable once processed, you must take up with the merchant any disputes regarding incorrect charging.
- You agree that the amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the price of the goods or services to which the voucher or withdrawal slip relates.
- You agree that your card will not be used as payment for any illegal purchase

(c) Obtaining cash

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

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

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

(d) Your loan account

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

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

(e) Transactions outside Australia

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

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

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

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

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

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

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

(f) No deposits at an ATM

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

(g) Expiry date

Your card is only valid during the period stated on the card. You must not attempt to use your card before or after this date.

At our discretion we may automatically issue a new card to you before the expiry date. We do not have to tell you first.

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

(h) Replacement cards

We may issue a replacement card to you at any time. You may order a replacement card by contacting the Manager.

(i) Cancelling your card

The card remains the property of Cuscal Limited ABN 95 087 822 455 at all times. We can cancel your card at any time (under these term you may also request that your card be cancelled at any time), even if:

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

If you or we cancel your card:

- you must immediately return your card(s) to us (cut in half);
- we may refuse to honour any transactions using the cancelled card(s) which take place after cancellation. However, we do not have to do this; and

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

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

(j) Disputes

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

If you believe that an error has occurred in relation to your card (including in relation to any entries on a statement of account) you should tell the Manager as soon as possible. A copy of the Disputes Resolution Procedure brochure will be made available to you.

16. Direct debits and credits

You can arrange for:

- direct credit payments, which can be either inbound or outbound. For example, an inbound direct credit payment occurs when your salary or other regular payment is credited directly to your account, and an outbound direct credit occurs when you ask us to transfer funds to a third party on your behalf, or to another account with us held by you;
- direct debit payments, which can be either inbound or outbound. For example, an inbound direct debit payment occurs when you ask us to take a payment from an account held by you with a third party, and an outbound direct debit occurs when you authorise a third party to take a payment from your account with us.

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

(a) Direct credit payments

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

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

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

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

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

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

An outbound direct credit is treated as received if:

- on the date you direct us to make it, if we receive your direction by 4pm Australian eastern standard time on a business day; and
- otherwise, on the next business day after you direct us to make it. The outbound direct credit if you tell us to make it on a Saturday, Sunday or a public holiday.

Notwithstanding this, a delay may occur processing a outbound direct credit 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 outbound direct credit on a day which is not a business day or after 4pm Australian eastern standard time on a business day; or
- another financial institution participating, does not comply with its obligations.

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

- advise you of this;
- credit your account with the outbound direct credit amount

(b) Direct debit payments

Inbound: You can arrange for a direct debit to be drawn on your third party account and paid into your account with us by supplying us with written authorisation (which includes your BSB, account number and account name).

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

(c) Terms relating to all *direct services*

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

You can arrange for credits or debits to be made on a recurring basis.

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

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

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

We do not warrant that any credit or debit will be made on the day requested or any other period of time, however we will endeavour to complete the transaction as soon as practicable.

To the extent permitted by law, we are not liable for any loss or damage you suffer as a result of using this *access method* or any delay omission or failure in respect of any payment.

(d) Altering or stopping a debiting or crediting service

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

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

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

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

17. BPAY payments

(a) Using BPAY

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

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

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

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

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

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

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

(b) Processing of BPAY payments

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

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

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

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

- on the date you direct us to make it, if we receive your direction by 4pm Australian eastern standard time on a Business Day; and
- otherwise, on the next business day after you direct us to make it. The BPAY Payment may take longer to be credited to a BPAY Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.

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

- 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 4pm Australian eastern standard time on a business day; or
- a BPAY Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

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

- advise you of this;
- credit your account with the amount of the BPAY Payment; and

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 BPAY 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.

(c) Future dated BPAY payments

You may arrange BPAY Payments in advance of the time for payment. If you use this option you should be aware that:

- you are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments on the day(s) you have nominated for payment;
- if there are insufficient cleared available funds the BPAY Payment will not be made and you may be charged a dishonour fee;
- 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 on if there are any problems with your future-dated payment;
- you must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY Payment on or after that date.

(b) Refusing BPAY payments directions

You acknowledge and agree that we may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY;

and we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

(b) BPAY reversals and charge backs

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.