



T&C's

Terms and Conditions for Savings
Accounts and Payment Services

Welcome

It's nice to feel welcome!

1. About this booklet	4
2. Quick references	4
2.1 About Us	4
2.2 Financial Services Guide	4
2.3 Member Care	5
2.4 Member Numbers	5
2.5 Member Access Password	5
2.6 Privacy	6
2.7 Financial Difficulty	6
2.8 Feedback and Complaints	6
2.9 Financial Claims Scheme	6

A little more information

3. Account features at a glance	7
3.1 Account summaries	8
1. Savings account	8
2. QSaver	8
3. Bonus Saver	8
4. Qantas Points Saver	8
5. Cash Management Account	8
6. DIY Super Saver	8
7. Term Deposits	9
8. Loan Offset Account	10

Making sense of it all

4. Words in plain English	11
5. Interpreting these T&Cs	12

Open for business!

6. Opening your Qudos Bank account	13
6.1 Am I eligible?	13
6.2 How do I open an account with Qudos Bank?	13
6.3 What do I have to provide when I apply?	13
6.4 What does "verification" mean?	14
6.5 It's easy to switch	14

Money in my pocket!

7. What you need to know about fees, charges and interest	15
7.1 Fees and charges	15
7.2 Earning interest	15
1. Savings Accounts, QSaver, Bonus Saver and Cash Management Account	15
2. 100% Loan Offset	16
3. Term Deposits	16
4. DIY Super Saver	16
7.3 Government benefits and tax implications	17
7.4 Your Tax File Number (TFN)	17

Money in, money out...

8. Transacting on your account	18
8.1 Joint accounts	18
8.2 Trust accounts	18
8.3 Authorising others to operate on your account	18
8.4 Making deposits	19
1. How you can make deposits to your account	19
2. Deposits using electronic equipment (including direct credits)	19
3. Depositing cheques	19
4. Making deposits using Bank@Post	19
8.5 Making withdrawals	20
1. How you can make withdrawals from your account	20
2. Over the counter withdrawals	20
3. Withdrawals by cheque	20
4. Withdrawals using our corporate cheques	20
5. Debiting transactions generally	21
6. Direct Debit	21
7. PayPal	21
8. Withdrawal and daily transaction limits	22
9. What if I need to withdraw more than the limit allows?	22
8.6 Payment services generally	23
8.7 Overdrawn accounts	23
8.8 We may transfer money to cover any overdrawing	23
8.9 Transfer of funds between accounts	23
8.10 We may combine your accounts	23
8.11 Credit reversal	23
8.12 Changing your details (name, address, email etc.)	24
8.13 Dormant accounts	24
8.14 Closing accounts and cancelling access	24
8.15 More information about cheques	24
8.16 Your account statements	25
8.17 Notifying you about changes	26
8.18 Sending notices and statements	26
8.19 Liability	26
8.20 Authorisations	26

Resolving your concerns

9. Feedback and resolving complaints	27
9.1 What to do if you have a complaint	27

9.2	Details of your complaint	27	10.	Using Electronic Banking (Telephone, Mobile and Online Banking)	38
9.3	What we'll do with your complaint	27	11.	Reporting loss, theft or unauthorised use of cards, electronic banking or passcodes	39
9.4	If you want someone else to look at your complaint	27	11.1	Reporting inside Australia	39
			11.2	How to report if you're outside Australia	39
The "e-conditions"					
1.	What do these facilities do?	28	12.	Using your card	39
1.1	Account transfers	28	13.	Using your Visa card	40
1.2	ATMS	28	13.1	Visa Debit card	40
1.3	Autotransfer (Periodic payments)	28	13.2	Visa Credit card	40
1.4	CueCard	28	13.3	Visa payWave	40
1.5	Direct Debit	28	13.4	Requesting a chargeback	40
1.6	EFTPOS	28	1.	How to request a chargeback	40
1.7	Visa card	28	2.	What happens when we claim a chargeback	40
1.8	Online Banking	29	14.	Using your cards outside Australia	41
1.9	Telephone Banking	29	15.	Letting others have a card	41
1.10	Mobile Banking (Qudos Bank Mobile App)	29	16.	When your card is expired or cancelled	41
1.11	BPAY	29	17.	Transaction limits and restrictions	41
1.12	SMS Banking	29	18.	Things outside of our control	42
1.13	Mobile Payments	29	19.	Cancelling your card or access services	42
1.14	NPP Payments and PayID	29	20.	When we'll terminate your card or access services	42
1.15	PayTo	30	21.	Using BPAY	42
1.16	Restrictions on overseas use	30	21.1	What you need to give us when you make a BPAY transaction	42
2.	Tips to help protect you	30	21.2	What happens if you enter incorrect information?	43
3.	Important Words	30	21.3	Can I cancel a BPAY transaction?	43
4.	Transactions these e-Conditions apply to	32	21.4	If you find any irregularities	43
5.	Who's responsible for unauthorised transactions?	32	21.5	Processing BPAY payments	43
5.1	When you're not responsible for loss	32	22.	Future-dated payments and recovering them	44
5.2	When you are responsible for loss	34	23.	Regular payment arrangements	44
5.3	Limits on your liability for loss	34	24.	QSafe SMS verification	44
5.4	Unauthorised transactions using a passcode	34	25.	NPP and Osko	45
5.5	How we will assess loss	34	25.1	Overview of NPP and Osko	45
Keeping you safe					
6.	Passcode security requirements	35	25.2	Making payments through NPP	45
6.1	Requirements when choosing your passcode	35	25.3	Privacy and confidentiality	45
6.2	When you aren't in breach of these passcode security requirements	35	26.	PayTo	45
7.	What happens if electronic equipment does not work properly?	35	26.1	Creating a PayTo Payment Agreement	45
8.	Network arrangements	36	26.2	Amending a Payment Agreement	46
9.	Mistaken internet payments	36	26.3	Pausing your Payment Agreement	46
9.1	What happens after we request a return of funds from a receiving financial institution?	36	26.4	Transferring your Payment Agreement	47
9.2	What happens when you receive a Mistaken Internet Payment?	38	26.5	Cancelling your Payment Agreement	47
			26.6	Migration of Direct Debit arrangements	47
			26.7	General PayTo Provisions	47
			26.8	Privacy and PayTo	48

It's nice to feel welcome!

1. About this booklet

Thanks for considering us to help you bank!

Please read this booklet carefully before you start using any of our accounts, to make sure that the account you have chosen meets your needs. Once read through carefully, you should keep this booklet someplace easily accessible for future reference.

Some words in this booklet have special meanings. So to make it easier to read, please take a moment to go through the section 4 **“Words in plain English”**

This booklet will explain the features and benefits of our deposit products and their Terms and Conditions:

- Savings account
- QSaver
- Bonus Saver
- Qantas Points Saver
- Cash Management Account
- DIY Super Saver
- Term deposits
- Loan offset account

More information on account features can be found in “Account features at a glance.”

The Terms and Conditions that apply to our savings accounts, payment facilities and deposit accounts are contained in this booklet, our electronic conditions of use (“the e-Conditions”), at the back of this booklet, our Interest Rates brochure and our Fees and Charges brochure.

For more information visit quodosbank.com.au or feel free to give us a call on 1300 747 747. We're happy to help!

The information contained in this Terms and Conditions booklet is up to date as at May 2024.

2. Quick references

Here are some of the important things you should know upfront.

2.1 About Us

These accounts are provided by Qudos Mutual Limited trading as Qudos Bank, ABN 53 087 650 557, Australian Credit Licence/AFSL No. 238305.

We are a mutual organisation, which means we are owned by our customers (our Members). Membership eligibility and conditions are governed by our Constitution, which is available from our website quodosbank.com.au or by contacting us.

If you need help, you can contact us by:

- phoning 1300 747 747
- faxing 02 9582 3400
- writing to
Qudos Bank,
Locked Bag 5020,
Mascot NSW 1460
- emailing us by accessing your Online Banking, choosing Other functions and selecting Send a Secure Message

2.2 Financial Services Guide

For information on our full range of products and services, please see our Financial Services Guide (FSG). Our FSG, our Constitution and information about how to join are available on our website quodosbank.com.au.

2.3 Member Care

We are proud to subscribe to the Customer Owned Banking Code of Practice and the ePayments Code. The relevant parts of these codes will apply to your account.

We'd like to highlight our 7 key promises to you under the Customer Owned Banking Code of Practice.

We promise you that:

1. We will deliver banking services in the interests of our customers
2. We will obey the law
3. We will not mislead or deceive
4. We will act honestly and fairly
5. We will offer products and services that are fit for general purpose
6. We will deliver services with reasonable care and skill
7. We will contribute to our community

For more information about our 7 key promises to you, please visit our website.

If you would like to make a complaint about our compliance with our promises and the Customer Owned Banking Code of Practice, please see sections 9 **“Feedback and resolving complaints”**

2.4 Member Numbers

We have relationships with our members. That's why when you join us we give you a unique Member Number (or RIM).

All of your accounts and payment services with us are linked to your Member Number. This means you will receive a regular statement for your membership which shows all of your savings and loan accounts (however if you have a credit card you will receive a separate statement for that card).

2.5 Member Access Password

We understand that sometimes you can't come into a Member Service Centre but you would still like to talk to a real person. To make it easier to give us instructions over the phone you can arrange a Member Access Password.

The first time you call our Call Centre on 1300 747 747 we will ask you some questions to help us confirm your identity, then we will ask you to choose a password to use when you call us from then on.

2.6 Privacy

We are committed to protecting your privacy. Our Privacy Policy contains information about how you:

- can request us to provide you access to any personal information about you,
- can seek correction of personal information we hold about you,
- may complain about a breach of an Australian Privacy Principle and how we will deal with such a complaint.

The Privacy Policy is available on our website or on request by calling 1300 747 747 or at any of our Member Service Centres. We may make changes to our Privacy Policy from time to time for any reason. For this reason, we recommend that you review it on a regular basis.

You may request that we provide you with access to your personal information held by us in relation to your account by contacting our Privacy officer by:

- phoning 1300 747 747 during normal business hours
- writing to the
Privacy Officer
Qudos Bank
Locked Bag 5020,
Mascot NSW 1460 Officer 1481
- emailing privacy@qudosbank.com.au

2.7 Financial Difficulty

If you are ever experiencing financial difficulty please let us know and we will do our best to help. Knowing early increases our ability to help you find a solution. In some circumstances we may be able to help by rearranging your payments before you fall behind on your loan.

If you are in a tough situation financially, please call us immediately on 1300 747 747.

2.8 Feedback and complaints

We strive to provide the best possible service to you and your family. And we love to hear from you.

So, if you've had a great experience please let us know, as we like to pass on your compliments to our staff. If you haven't had such a great experience, please let us know that too, so we can ensure that we're always improving and learning how we can do things better.

You can contact us from anywhere by:

- phoning 1300 747 747
- faxing 02 9582 3400
- writing to
Qudos Bank
Locked Bag 5020,
Mascot NSW 1460
- emailing us by accessing your Online Banking, choosing Other functions and selecting Send a Secure Message

We will aim to resolve the matter when you first contact us. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

- website: www.afca.org.au
- email: info@afca.org.au
- telephone: 1800 931 678 (free call)
- In writing to:
Australian Financial Complaints Authority
GPO Box 3,
Melbourne VIC 3001

For more information on how we will try to resolve your complaint, please see section 9 **“Feedback and resolving complaints”**.

2.9 Financial Claims Scheme

You may be entitled to payment under the Federal Government's Financial Claims Scheme. Payments under the Financial Claims Scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from www.fcs.gov.au.

A little more information

3. Account features at a glance

Let's take a look at our savings accounts and payment services.

Features	Savings Account (S0)	Additional Savings Account (S1,2,3...)	QSaver	Bonus Saver	100% Loan Offset	Term Deposits	Cash Management	Qantas Points Saver	DIY Super Saver (Available only for Super funds)
Apply over phone, by post or in branch	■	■	■	■	■	■ ¹	■	■	■
Apply online	■	■	■	■		■	■	■	■
At call withdrawals	■	■	■	■	■		■	■	■
Fixed Term	■	■	■	■	■	■	■	■	■
Tiered variable interest rate	■	■	■	■			■	■	■
Bonus variable interest rate				■					■
Fixed interest rate						■			
Loan offset ²					■				
No account keeping fees	■	■	■	■	■	■	■	■	■
Online Banking	■	■	■	■	■	■ ³	■	■	■
Telephone Banking	■	■	■	■	■	■ ⁴	■	■	■
Mobile Banking	■	■	■	■	■	■ ⁵	■	■	■
Visa Debit Card ⁶	■	■			■				
Cheque book	■				■		■		
Direct credit	■	■	■	■	■		■	■	■
Direct debit to another bank	■	■	■	■	■		■	■	■
Direct debit from another bank	■	■	■	■	■		■	■	■
BPAY	■	■	■	■	■		■	■	■
Account transfer	■	■	■	■	■		■	■	■
Autotransfer	■	■	■	■	■		■	■	■
Bank@Post	■	■			■				
ATM/EFTPOS	■	■			■				
Australia Post deposit book	■				■		■		
SMS Banking	■	■	■	■	■		■	■	■
Member Service Centre access	■	■		■	■	■	■	■	■
Earn Qantas Points								■	
Minimum Balance						■ ⁷			
NPP Payments ⁸	■	■	■	■	■		■	■	■
Create Pay Card ⁹	■	■	■	■	■		■	■	■
Pay-To ¹⁰	■	■	■	■	■		■	■	■

¹ Term deposits can only be applied for over the phone for rollovers and new term deposits where funds eligible are transferred from an account within the same RIM

² Linked to Qudos Bank eligible home loan only

³ View only

⁴ View only

⁵ View only

⁶ For people 16 years or older, not available on non-personal (business) accounts. Qudos Bank also offers a low-limit Visa card for Members between the ages of 12 and 16, and for Members over 16 years if they require a card with lower limits.

Please refer to the limits table at section 8.5(8) of these Terms and Conditions for Savings Accounts for more information.

⁷ See our Interest Rate webpage for information on minimum balance and rates

⁸ Loan accounts can receive NPP Payments but cannot make NPP Payments

⁹ PayID can also be created for eligible loan accounts. See definition of "Eligible Account" in our PayID Terms and Conditions available on our website at

www.qudosbank.com.au/Support/TheFinePrint

¹⁰ We anticipate PayTo will be available 2nd July 2023

3.1 Account Summaries

1. SAVINGS ACCOUNTS

We call our main at call savings account a Savings 0 (S0) account. This account is usually opened when you become a Member of Qudos Bank. You can also choose to open additional savings accounts (S1, S2, S3 etc).

These accounts are primarily designed as transaction accounts. If you would like to earn higher interest on your savings you should consider some of our other deposit accounts.

2. QSAVER

This is our online at call savings account. It offers a higher rate of interest than our savings accounts, with a focus on electronic access.

3. BONUS SAVER

This is a savings account that pays a bonus interest rate each month if you have made no withdrawals that month.

While you still enjoy easy electronic access, Bonus Saver is designed to encourage saving. If you need to make withdrawals on a regular basis, you should consider one of our other deposit products.

You can only have one at call savings account that offers a bonus interest rate, such as a Bonus Saver or DIY Super Saver per Member.

4. QANTAS POINTS SAVER

Qantas Points Saver is an at-call cash management account that offers membership of Qudos Bank's Points Banking Reward Program, where the primary account owner is credited with Qantas Points based on the average balance of the account.

To earn Qantas Points with a Qantas Points Saver you must also be a Member of the Qantas Frequent Flyer program and provide your Qantas Frequent Flyer number to us.

Qantas Points Saver is only available to individuals who have a residential address in Australia. It is not available to non-individuals, which includes companies, partnerships, trusts, sole traders, superannuation funds or self-managed superannuation funds.

You can only have one Qantas Points Saver per Member.

We will allocate 400 Qantas Points per annum for each \$1,000 of the average balance of your account in credit up to \$1,000,000.00. This limit applies per Member.

Points are allocated monthly using the following formula:

$(\text{average balance} / 1,000) \times (400/12) = \text{monthly points}$

The average balance is the total of the daily balances during the month divided by the number of days in the month.

Balance	Points	Monthly Points
\$20,000	400 per \$1,000pa	667
\$1,250,000	400 per \$1,000pa	33,333

NOTE: These examples are indicative only and use figures selected by us to demonstrate how the product works. The example is based on a 30 day month, with the closing daily balance remaining the same for the entire month. The points calculation includes rounding down to the nearest whole point.

You will earn both interest and Qantas Points for the first \$1,000,000.00 of your savings (per Member). For any amount over \$1,000,000.00, you will not earn any Qantas Points, but you will still earn interest. This limit applies per Member.

Points calculation changes can be made at our discretion. Calculating and crediting Qantas Points is subject to the Qantas Points Banking Rewards Terms and Conditions (as amended or substituted from time to time). You can find out more information on our website or by contacting us on 1300 747 747.

Some access methods, such as cards, cannot be linked to a Qantas Points Saver. If you need these features then one of our other products may be more suitable for you.

5. CASH MANAGEMENT ACCOUNT

The Cash Management Account is an at-call cash management savings account with optional cheque book access. Some access methods, such as cards, cannot be linked to a Cash Management Account. If you need these features then one of our other products may be more suitable for you.

6. DIY SUPER SAVER

The DIY Super Saver Account is an at call savings account for self-managed superannuation funds. To be eligible to open a DIY Super Saver Account, you must be the Trustee of an ATO Regulated Superannuation Fund or Self Managed Superannuation Fund.

It offers a bonus interest rate for balances of \$10,000 or more, where no withdrawals are made in a month. However, some access methods, such as cards and Member cheque books cannot be linked to a DIY Super Saver Account. If you need these features then one of our other products may be more suitable for you.

You can only have one at call savings account that offers a bonus interest rate, such as a Bonus Saver or DIY Super Saver per membership/person.

7. TERM DEPOSITS

NOTE: We may vary the interest rate for new term deposits at any time without notice. If your term deposit rolls over, it may roll over onto a lower interest rate. Other conditions apply if your term deposit rolls over or is withdrawn early. Read the below provisions carefully.

Term deposits offer a fixed interest rate (this means the rate will not change during the term of your deposit, unless agreed between you and us). You can choose a term of 3, 6, 9, 12, 24 or 36 months. You can choose that interest be paid monthly (for all standard terms), at maturity (for terms of 12 months or less) or annually and at maturity (for terms greater than 12 months).

The minimum term deposit is \$2,000.00 for 3 months and \$5,000.00 for other terms. Term deposits over \$1 million are subject to approval.

If we quote you an interest rate for a term deposit, the rate may differ if your deposit is not made on the same day. The interest rate for new term deposits may be varied without notice. Interest will be calculated from the date of term deposit lodgement but will not be paid for the day on which the deposit matures. Interest will be paid in accordance with the rate shown on your Term Deposit Certificate.

We'll issue you with a Term Deposit Certificate on establishment and when individual deposits are rolled over.

Every now and again we may set maximum and minimum amounts for term deposits and terms. No regular fees or charges are payable over the term of the term deposit.

We may also offer other terms from time to time ("term deposit specials"). We will tell you any conditions that apply to term deposit specials before you apply.

At maturity (we will send you a maturity notice at least two weeks before), the balance can be automatically renewed for the same or closest term (subject to availability) at the interest rate applicable at the time or alternatively your principal and interest or just your interest can be transferred to your nominated Qudos savings account.

If you instruct us to roll over your term deposit at maturity, the interest rate and other conditions will be those applicable to a new term deposit made on that day for the same amount and term. If the applicable term or amount is not available on that day, the rate and other conditions will be those applicable to the nearest (shortest) terms available on that day. The rolled over term deposit may have a lower interest rate. You may change your instructions for your term deposit at any time before maturity by completing our "Instructions For Your Term Deposit" form. If the term deposit was established on a special offer, it will roll over on maturity to the nearest standard or 'special' term available.

If your term deposit is rolled over, you will have a 14 day "grace period" (starting on the maturity date) during which time you may withdraw or transfer your reinvested term deposit without incurring a fee or reduction in your return. If you do not act within the 14-day grace period, the early withdrawal conditions (discussed below) apply.

Due to the fixed interest rate and term, restrictions apply to withdrawals of term deposits. If you believe you may need to access your funds prior to maturity, you should consider a shorter term or another deposit product.

You may withdraw the balance of your term deposit early by giving us 31 days notice. However if you do, we will reduce the interest on the term deposit from the date it was opened until the date of withdrawal by 2% per annum, or the term deposit rate if it is less than 2%. We have the discretion to delay the withdrawal or transfer until the end of the notice period (but not beyond the maturity date).

In the event of emergency or the death of a term deposit owner, or joint owner, if requested, we may agree to early withdrawal of the term deposit without applying the interest reduction, on completion of the normal legal requirements.

8. LOAN OFFSET ACCOUNT

You can link your savings account to your eligible Qudos Bank home loan in your name as a loan offset account. We will tell you which home loans are eligible to have a loan offset account. Instead of being paid interest on your savings, the interest you pay on your Qudos Bank home loan is reduced using the same rate as your home loan.

It is important to note that the maximum loan offset is limited to the balance of your loan.

So, if your savings balance is greater than your loan balance you should consider placing the excess funds in another account to earn interest on those savings.

Regardless of the amount in the loan/savings account, no reduction will apply to the outstanding principal of the linked loan. The offset rate can never exceed the loan interest rate to which it relates. No offset benefit will apply unless the loan offset/savings account is in credit.

If you pay out a linked loan, it is your responsibility to close or cancel the loan offset account, or have it linked to another loan account. If you pay out the linked loan part way through a calendar month, there will be no offset benefit for the entire month.

Making sense of it all

4. Words in plain English

... In these Terms and Conditions (unless the context requires otherwise):

ABN means an Australian Business Number issued by the Australian Taxation Office.

Account owner means the person who applied for and owns the account.

ASIC means Australian Securities and Investments Commission.

ATM means automated teller machine.

Attorney means a person authorised under a Power of Attorney or guardianship or administration order issued by a court or tribunal, able to act on your behalf in respect of financial matters.

Autotransfer means the periodic payments that you set up from your account.

Bank@Post means any Australia Post outlet displaying the Bank@Post™ Agency Banking symbol.

BPAY means the BPAY® bill payment service that allows you to pay bills electronically.

Business day means a week day except a public or bank holiday in New South Wales.

Card means our Visa cards.

Cheque means a cheque issued by you from a Qudos Bank cheque book.

Cleared funds means available funds that you can access in your account. This includes cheque deposits that have been cleared, cash deposits and direct debits.

Corporate cheque means a cheque issued by Qudos Bank.

Direct Entry means the traditional batch-based payment service.

Electronic banking is a collective reference to Telephone, Mobile and Online Banking.

e-Conditions means our electronic conditions of use (found towards the back of this booklet).

ePayments Code is the code issued by the Australian Securities and Investments Commission in September 2011 (as amended from time to time) which regulates consumer electronic payments.

Fees and Charges brochure is our brochure specifying fees and charges that apply to the account.

Identifier means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, an account number).

Interest Rate webpage means our webpage setting out our current interest rates.

Member means someone who holds membership (by way of paid or unpaid shares) in Qudos Mutual Limited trading as Qudos Bank.

Member Access Password means the password our Call Centre gives you to facilitate Telephone Banking.

Member Number means your unique Member number we give you when you become a Member of Qudos Bank (we also call this a “RIM”). We generally only allocate one Member number, regardless of the number of accounts you hold with Qudos Bank.

Member Service Centre means our branches created to service face to face Member needs (also referred to as a “branch”).

Member Service Representative means a person you speak to at our Call Centre, in a branch, by telephone or email communications.

Merchant means whoever accepts your Visa card in payment for the supply of goods or services.

Mobile Banking means our mobile and tablet banking app that allows you to bank electronically using your smartphone or tablet.

Mobile Payments means the contactless wallets described in section 1.13 of the “e-conditions (“**Mobile Payments**”).

NPP means the New Payments Platform.

NPP Payments means payments cleared and settled via the NPP, and includes Osko payments, SCT payments and PayTo payments.

Online Banking means our internet banking portal where you can access your accounts, make payments and organise your accounts online.

Passcode security requirements means the security requirements for your passcode described under “Passcode security requirements” in our e-Conditions.

PIN means your confidential personal identification number used to access your account through your cards.

RIM (See section 2.4 “**Member Numbers**”).

SCT means the single credit payment service on the NPP.

Unauthorised transactions means a transaction on your account that’s not authorised by the user.

Us, our and we means Qudos Mutual Limited trading as Qudos Bank.

You means each person who opens an account, whether on your own or jointly, or an Attorney acting on your behalf.

5. Interpreting these T&Cs

When interpreting our Terms and Conditions:

- headings are only for convenience and do not affect interpretation,
- a word or expression indicating the singular also means the plural, and the other way around,
- examples are descriptive only and are not exhaustive, and
- a reference to any document that is part of these Terms and Conditions includes a reference to all amendments, supplements and replacements of that document.

Open for business!

6. Opening your Qudos Bank account

We've tried to make our application process as simple and clear cut as possible. So once you've read these Terms and Conditions and decided one of our accounts is right for you, please make sure you provide all the details we need for your application.

If you're a little unsure of something, take a look at our website qudosbank.com.au or feel free to call one of our Member Service Representatives who will be happy to help on 1300 747 747.

6.1 Am I eligible?

Yes! Anyone and everyone can be a Qudos Bank Member and bank with us, as long as:

- you reside in Australia, and
- our Constitution says you're eligible for membership, including:
 - a current or former employee of the Qantas Group of Companies, another airline, Qudos Bank, a government body, or in the travel, hospitality, freight or logistics industries,
 - a family member of a person who is eligible, or
 - any person nominated for membership by a Member (including by our Member Service Representatives).

6.2 How do I open an account with Qudos Bank?

When you open an account with us, you will become a Member and shareholder. Don't worry, you don't have to buy shares when you open your account; you'll be issued with five unpaid \$2 shares that may only be called upon in accordance with our Constitution.

Applying to be a Member is easy, it's included in our process when you apply for any of our products.

6.3 What do I have to provide when I apply?

We'll require your:

- full name,
- Australian residential address,
- Australian phone number,
- date of birth,
- email address, and
- other details requested in the relevant product application.

You must also provide us with documents to verify your identity or be verified online when you apply online.

If you apply in person you will need to provide photo ID, such as:

- a Photo Card (NSW only),
- State or Territory driver's licence or proof of age card,
- current Australian passport, or one that expired within the last 2 years,
- photo driver's licence issued by a foreign government,
- foreign passport issued by a foreign Government, United Nations or UN agency,
- national ID card, with photo and signature, issued by a foreign Government, the United Nations, or a UN agency.

If you do not have a photo ID, you should contact us to discuss other forms of identification you could use instead.

6.4 What does “verification” mean?

We can't open or allow you to transact on your Qudos Bank account until we've successfully checked your identity.

All account owners need to be verified, as do attorneys and signatories.

You should note that we are legally unable to open an account using an alias without us verifying your identity under all the other names you are known by.

To comply with our obligations under the law, we may have to verify your identity again if you:

- open a new account,
- become a signatory to an account,
- have an additional card issued,
- wish to withdraw funds,
- increase your withdrawal limits, or
- provide us with instructions about your account.

We may also have to verify your identity again where your identification has expired.

To reverify you, we may require you to provide additional documentation and identification. If you do not provide us with these materials within 30 days of our request, we may restrict access to your account/s. We will unrestrict your account/s once we receive the relevant materials.

6.5 It's easy to switch

Account switching makes it easier for you to switch your account from one financial institution to another. Both your old and new financial institution will help with re-establishing your direct debit and credit arrangements to your new account.

For more information on account switching, please see our website qudosbank.com.au.

Money in my pocket!

7. What you need to know about fees, charges and interest

7.1 Fees and charges

We charge service and administration fees for our products and services including:

- cheque book fee,
- corporate cheque fee,
- card replacement fee,
- fees for SMS Banking alerts,
- dishonour fees,
- fees for providing additional statements and copies of documents,
- dormant account fees,
- telegraphic transfer, international bank draft and bank cheque fees, and
- fees for overseas emergency Visa card replacement and/or cash advances.

Take a look through our Fees and Charges brochure for our current fees and charges, noting that we might change fees or charges every now and again. If we do, we will give you notice.

We will debit your primary account for any applicable government taxes and charges.

Fees or charges may be varied every now and again for our deposit accounts, except our term deposit accounts, which will not be varied within the term.

7.2 Earning interest

This is how we calculate and credit interest to your account.

1. SAVINGS ACCOUNTS, QSAVER, BONUS SAVER AND CASH MANAGEMENT ACCOUNT

Interest is calculated on the daily balance of the account and credited at the end of each month. Tiered interest rates are based on ranges of dollar amounts. Generally, the higher the tier means the higher the interest rate.

For example:

IF

The daily balance of your savings account is \$1,000.00 for the whole month in September

AND

The interest rate for the relevant tier is 1%

THEN

Interest for the month will be \$0.82

IF

The daily balance of your savings account is \$10,000.00 for the whole month in September

AND

The interest rate for the relevant tier is 2.5%

THEN

Interest for the month will be \$20.54

NOTE: These examples are indicative only and use rates and figures selected by us to demonstrate how the product works. Actual interest rates vary from time to time. The examples are based on a 30 day month, with the closing daily balance and interest rates remaining the same for the entire month. The calculations above include truncation of daily interest to the 2nd decimal place and the carry over to the next day of the remaining interest to the 12th decimal place.

Bonus interest will also be paid on Bonus Saver accounts where there have been no withdrawals in the month.

We may change interest rates, the method of calculation or the frequency of interest payments and will notify you if we do so. For more information on how we give you notices in relation to interest rate changes, please see section 8.17 “**Changes to your account or our terms and conditions**”.

If we make any changes to the interest rate, we will act reasonably and in accordance with our principals as a mutual organisation.

If your account is overdrawn, interest will be charged on the overdrawn amount calculated on the closing daily balance and debited at the end of the month. Qudos Bank will use the same interest rates on overdrawn amounts as the current interest rate for unsecured overdrafts from time to time.

Current interest rates are available in our Interest Rates brochure, from Member Service Centres, in newsletters or from our website.

2. 100% LOAN OFFSET

Savings Accounts with a 100% loan offset are not paid or credited interest when they have a credit balance. Instead the amount of interest on the linked Qudos Bank home loan is reduced by a loan offset benefit.

The 100% loan offset benefit is calculated on the daily credit balance of the savings account and credited against the interest due on the linked Qudos Bank home loan at the end of each month.

The loan offset rate is the same as the interest rate for the linked Qudos Bank home loan. Loan offset rates may change in the same way as Interest Rates.

For example:

IF

the interest rate on your linked mortgage loan is 7.50% pa

AND

the closing balance of your loan offset savings account for each day in February is \$50,500.00

THEN

your loan offset benefit, credited against the interest due on your linked mortgage account on 28 February, would be calculated as follows:

$\$50,500.00 \times 0.0205\% = \$10.35 \times 28 \text{ (days)} = \289.80
(rounded off to nearest cent)

3. TERM DEPOSITS

Interest on term deposit accounts is calculated on a daily basis and is fixed for the term of the deposit. Interest will be calculated from the date of lodgement of the Term Deposit, but will not be paid for the day on which the deposit matures.

Interest payable monthly is paid to you each month on the date of the original deposit and at maturity. The amount of monthly interest will vary depending on the number of days in the month. This option is available on all term deposits, except where specified on term deposit specials.

Interest payable at maturity is not paid until maturity of the term deposit. This option is not available on deposits with terms greater than 12 months.

Interest payable annually is paid at the end of each 12 months and at maturity. If you select the annual interest option the interest earned is credited to your savings account and cannot be credited to the Term Deposit until maturity. This option is available on deposits with terms in excess of 12 months.

For example:

IF

you have a 4 month Term deposit of \$10,000.00 from 1/03/2009 to 1/07/2009 (total of 122 days)

AND

interest is payable at maturity

AND

the interest rate is 4.2%

THEN

The interest is \$140.38 (interest is truncated daily, there is no carry over on the last day of the term).

NOTE: This example is indicative only and uses rates and figures selected by us to demonstrate how the product works. Note the calculation includes truncation of daily interest to the 2nd decimal place and the carry over to the next day of the remaining interest to the 12th decimal place (except for the last day of the term when there is no carry-over of the remaining interest to the 12th decimal place).

You can find information on our current interest rates in our Interest Rates brochure and on our website qudosbank.com.au.

4. DIY SUPER SAVER

A standard interest rate applies to the whole balance of the DIY Super Saver Account. In addition to the standard interest rate, if the balance is \$10,000 or more and there have been no withdrawals made on the DIY Super Saver Account in the month, a bonus interest rate will apply for that month.

Please see our Interest Rates brochure for the current interest rate and bonus interest rate.

Interest is calculated on the daily balance of your account and credited at the end of each month. The daily interest rate is the interest rate divided by 365.

The standard interest rate applies to the balance of the account, whether or not there have been any withdrawals in the month. The bonus interest rate will apply to balances of \$10,000 or more, if there have been no withdrawals in the month and will be payable on the entire balance.

Example:

Without bonus interest

Balance	Base Interest	Interest Paid
\$9,000.00	1.75% pa	\$12.95

With bonus interest

Balance	Base+ Bonus Interest	Interest Paid
\$10,000.00	1.75% pa + 1.00% p.a. = 2.75% p.a.	\$22.60

NOTE: The examples above are indicative only and use rates and figures selected by us to demonstrate how the product works. The examples are based on a 30 day month, with the closing daily balance remaining the same for the entire month. The calculations above include truncation of daily interest to the 2nd decimal place and the carry over to the next day of the remaining interest to the 12th decimal place.

7.3 Government benefits and tax implications

Interest earned on your savings and term deposit accounts must be declared for income tax purposes may impact your income tax or any Government benefits you receive. You should discuss this with your tax adviser.

7.4 Your Tax File Number (TFN)

When you open an account with us, we will ask for your TFN. You do not have to disclose your TFN to us. If you choose to disclose it, we'll note your TFN on any account you open with us.

If you don't disclose your TFN, or quote an exemption, we will deduct withholding tax from any interest paid on your account, at the highest marginal rate.

For joint accounts, unless both account owners provide us with their TFN and/or exemptions, withholding tax will apply to all interest earned on the joint account (even where one account owner provides their TFN).

Businesses can quote an ABN instead of a TFN.

Money in, money out...

8. Transacting on your account

Before we give you the ins and outs of operating your account, here are a few general things we'd like you to know about deposits, withdrawals and balances.

We'll process deposits and withdrawals as soon as we can, but not necessarily on the day we receive them.

If there's an error, a cheque has been dishonoured, or a credit reversed, we may need to adjust your deposits and withdrawals and consequently your balance, to reflect both yours and our legal obligations.

8.1 Joint accounts

If you open an account jointly with someone else, you authorise us to act on any instruction given by either of you, unless you both agree that all account owners must provide the instruction before we act on it.

If you open a joint account, it can be operated by:

- All to sign – meaning that all joint owners must instruct us to operate the account (for example, all parties must sign a withdrawal slip, cheque etc), or
- Either to sign – means that you and your joint account owner can operate the account independently of each other and instructions about your account can be given by either of you (for example, only one party has to sign a withdrawal slip, cheque etc).

While all account owners must consent to make the account either to sign, any one joint account owner can cancel this arrangement, making it all to sign.

Any one joint account owner can also suspend the account to resolve any dispute between the joint account owners. We require all account owners to consent to close a joint account.

If a card or electronic banking is required for a joint account, then the account must be operated by either to sign.

Other important things you need to know about joint accounts are:

- Credit balance – The credit balance is held jointly by all account owners,
- Survivorship – if one joint account owner passes away, we treat the balance of the account as belonging to the living account owner (for business accounts different rules may apply – see Note below),
- Authority/ Disputes – A joint holder may only make a withdrawal on the terms of any authority to operate

on the account. If we become aware of a potential dispute between joint account owners, we may decide to restrict the account and only permit operation of the account when all parties have signed the necessary authority,

- Joint and several liability – if the account is overdrawn, each joint account owner is individually liable for the full amount owing,
- Cheque payees – we may accept a cheque into a joint account which is payable to any one or more of the joint account owners.

NOTE: The right of survivorship does not automatically apply to joint business accounts, such as partnerships. A partner's interest in a business joint account would normally pass to beneficiaries nominated in the partner's will or next of kin if there is no will. If you are operating a business partnership joint account, you should obtain legal advice to ensure your wishes are carried out.

8.2 Trust accounts

You can open an account as a trust account. However, you should note:

- we are not aware of the terms of the trust, and
- we do not have to verify transactions are authorised by the trust.

You agree to indemnify us for any claim made against us in relation to, or arising out of that trust, except to the extent arising from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint.

8.3 Authorising others to operate on your account

You can let us know anytime whether you would like to authorise someone to operate on your accounts by completing an "Authority to Operate" form, which is available at any Member Service Centre or by calling 1300 747 747.

We will however, have to verify the person's identity before they can transact on your accounts (see section 6.4 "What does "verification" mean?").

Because you are responsible for all transactions made by your authorised person, you should ensure that you both know and trust this person completely.

You can nominate the method of operating the account to be:

- any account owner or signatory to sign/ either to operate (this is the default method unless stated otherwise). For example, you or your signatory can operate the account by signing withdrawal slips, cheques etc.,
- all account owners and signatories to sign (i.e. you and your signatory must both sign to operate the account by both signing withdrawal slips or cheques etc.), or another method which you specify and is acceptable to us.

Authorised signatories can operate the account but cannot manage the account. For example, an authorised signatory cannot:

- open or close accounts,
- change an account owner's address details, or
- appoint other signatories.

These are the types of instructions only an account owner can provide.

If we believe there is a dispute on the account, we may restrict the account and refuse to allow operation on the account until all parties have signed the necessary authority or instruction.

We can stop the authorisation at any time, as long as you send us a withdrawal of your authorisation in writing.

Otherwise, the authority will remain in force until we receive and process a cancellation of authorisation in writing or written notice of the death of the person granting the authority. Notice of cancellation must be signed by all surviving account owners. We may require a new Authority to Operate before we allow further operation of the account.

An authority to operate will lapse if the account owner loses mental capacity.

If a card or electronic banking is required, then the account must be operated by either to sign.

8.4 Making deposits

1. HOW TO MAKE DEPOSITS TO YOUR ACCOUNT

- cash/cheque at any branch
- transferring money from any of your other eligible Qudos Bank accounts
- transferring money from another financial institution

- arranging a direct deposit, e.g. salary payments from your employer (please note that we can reverse a direct credit if we do not receive full value for the direct credit)
- cash/cheque at Australia Posts' Bank@Post (see section 8.4(4) **"Making deposits using Bank@Post"** below) using either a specially encoded deposit book or a Visa Debit card.

We're unable to accept deposits of:

- international drafts, cheques or currency (unless foreign currency is converted into Australian dollars first),
- coins,
- traveller's cheques, or
- cash/cheques at an ATM.

2. DEPOSITS USING ELECTRONIC EQUIPMENT (INCLUDING DIRECT CREDITS)

If you make a deposit that's received by our electronic equipment or devices, we'll take responsibility from the time you complete the deposit, subject to verification of the amount or amounts deposited.

We'll contact you as soon as possible if we find a difference between the deposit amount recorded by our electronic equipment and the amount we receive.

You should note that electronic deposits may not be processed on the same day.

Certain savings account types can receive NPP Payments. These accounts are referred to the table in section **"Account features at a glance"**.

3. DEPOSITING CHEQUES

You can only access funds deposited by an Australian cheque, once the cheque has been cleared by us. From the day you deposit a cheque into your account, it generally takes 3 business days to clear.

4. MAKING DEPOSITS USING BANK@POST

Deposits can be made at any Australia Post outlet offering the Bank@Post service.

To make Bank@Post deposits you need your Visa card linked to the savings account you want to deposit to or a specially encoded deposit book. Deposits can be cash, cheques or a combination of both.

For cash deposits, note that Australia Post may limit the amount of cash you can deposit each day using the Bank@Post service and may refuse to deposit excessive coins or small denomination notes.

For cheque deposits, note that Australia Post is unable to accept cheques that are future dated, stale (dated more than 15 months ago at time of receipt by Australia Post), not authorised, physically altered (without initialisation by drawer) or if payee details are missing, not drawn on an Australian financial institution, or payable to joint names (cheques must be payable to the name on your card).

You should note that deposits through Bank@Post can take up to 10 days to clear.

8.5 Making withdrawals

1. HOW YOU CAN MAKE WITHDRAWALS FROM YOUR ACCOUNT

- Over the counter at any Qudos Bank Member Service Centre
- Direct debit
- Cheque (if your account has a cheque book)
- Telephone, Mobile or Online Banking (including via the NPP)
- BPAY
- ATMs (if you have an access card linked to your account)
- selected EFTPOS (if you have an access card linked to your account)
- using your Visa card (including via mobile payments)
- Bank@Post at Australian Post Office branches (if you have card access)
- PayTo

Refer to our e-Conditions for more information.

We may have to identify you or check any authorisation you give to someone else to withdraw on your behalf, before we can process any withdrawal (including over the counter withdrawals).

2. OVER THE COUNTER WITHDRAWALS

Generally, you can make over the counter withdrawals in cash, by obtaining a Qudos Bank corporate cheque or making transfers between accounts. For information on how much you can withdraw, please see what I need to withdraw more ease see sections 8.5(8) **“Withdrawal and daily transaction limits”** below.

If you ask someone to conduct a withdrawal for you at one of our Member Service Centres, we may require you to provide your written authorisation to verify your instructions.

Please see our Fees and Charges brochure for current fee information.

3. WITHDRAWALS BY CHEQUE

You can make payments by cheque, depending on whether your account allows cheque book access (see section 3 **“Account features at a glance”**). If it does, we'll give you the option of having a cheque book where you can draw cheques on our bank or other banks as we choose. We'll debit your account for the amount of each cheque that you draw.

Please make sure you have sufficient funds in your account before you draw a cheque. If you don't, we may instruct our bank to dishonour your cheque. We can also allow the cheque to be paid and overdraw your account. If we do, we will charge you interest and fees (please see section 8.7 **“Overdrawn accounts”**).

You can stop a payment on a cheque by writing to us with sufficient details to identify the cheque and stop it. If you ask us to stop a cheque verbally, we can't action it unless you have immediately confirmed your request in writing. You must, of course, do this before we have paid a cheque.

It is your responsibility to ensure that all your cheques are properly completed. Any cheque presented for payment which is incomplete (undated, unsigned or without a payee) may be dishonoured.

4. WITHDRAWALS USING OUR CORPORATE CHEQUES

This is our corporate cheque you can obtain from us, which we'll make it payable to a person you nominate. We will advise you if we charge a fee. Our current fees are found in our Fees and Charges brochure.

If you lose a corporate cheque or somebody steals it, you can ask us to stop its payment by:

- completing our request form and attaching evidence of the loss or theft of the cheque, and
- giving us an indemnity (the indemnity protects us if someone else claims that you wrongfully authorised us to stop the cheque).

We will not stop payment on a corporate cheque if you used it to buy goods and services that you are not happy with. You must seek a refund or compensation directly from the goods and services provider. If you need help doing this, we suggest that you contact a Government Consumer Agency

(for example, if you are in New South Wales, NSW Fair Trading) for guidance.

5. DEBITING TRANSACTIONS GENERALLY

We will debit transactions we receive in the order we determine (at our absolute discretion). Transactions will not necessarily be processed to your account on the same day.

For transactions to external accounts processed through Direct Entry, a payment instruction which is given before the cut-off time for a day will be processed on the same day, but if it is given after the cut-off time it may be processed on the next banking day after the instruction is given. For NPP Payments, a payment instruction will be processed as soon as practicable after the instruction is given.

For all transactions, interest may be calculated from the next business day where the transaction is made after the close of business.

We may decline to accept your authorisation for any transaction, if we are uncertain of the authenticity or validity of the authorisation or your legal capacity to give the authorisation. We will not be liable to you or any other person for any loss or damage suffered as a result of our action.

If you close your account before we process a debit transaction, you will remain liable for any dishonour fees incurred from that transaction.

6. DIRECT DEBIT

A direct debit is an authority from you to another person or institution ("merchant") to make payments by electronically debiting your account.

You can nominate eligible Qudos Bank accounts to be used for direct debit requests from merchants, other financial institutions or organisations.

Generally, the merchant will provide you with a direct debit request form for you to complete and sign to give them the authority to debit from your account.

To cancel your direct debit, you can let us or the merchant know, at any time. We will act promptly to cancel a direct debit facility linked to your transaction account if you ask us to do so, and we will give you an estimate of how long cancellation will take.

All direct debits are included in your monthly transaction totals.

If a direct debit authority is given to a merchant using a Visa card, the e-Conditions will apply.

You should always review your account statements to ensure the merchant is debiting your account in accordance with your instructions.

If you:

- believe a direct debit is wrong you should first contact the merchant to fix it. We are not responsible for compensating you for any merchant error
- don't have sufficient cleared funds in your account for a direct debit, it may be rejected. You should contact the merchant to let them know. Any fees the merchant charges as a result are your responsibility
- set up direct debit payments on your Visa card and find any unauthorised or irregular debits, you need to contact us immediately on 1300 747 747
- have 3 consecutive direct debit instructions dishonoured, we can cancel your direct debits. If we do this, merchants will not be able to debit from your account. Depending on the direct debit agreement you sign with your merchant, they may charge you a dishonour fee for each direct debit request dishonoured

This section does not apply to PayTo, which provides an alternative method to pre-authorise a biller to debit amounts from your eligible account. For PayTo see section 26 of the e-conditions ("PayTo").

7. PAYPAL

When you use PayPal you are authorising PayPal to debit from your account as a direct debit "merchant".

You should note that:

- you are responsible for all PayPal debits to your account
- if you dispute a PayPal debit, you must contact PayPal directly
- we are not responsible for compensating you for any disputed PayPal debit or for reversing any disputed PayPal debit to your account
- to cancel any PayPal direct debit arrangement, please contact us or PayPal directly
- when you ask us to cancel your direct debit arrangement with PayPal, we will do this as soon as we can, but we are not responsible if PayPal doesn't respond as soon as possible, or at all.

8. WITHDRAWAL AND DAILY TRANSACTION LIMITS

We limit the amount of daily withdrawals or payments you make using electronic access methods or in our Member Service Centres.

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 also require you to apply for new daily transaction limits if you change any access code. If this is the case, we will require you to provide proof of identity that satisfies us.

Following any increase described in this section 8.5(9) (“**what if I need to withdraw more than the limit allows?**”) below, we may without notice decrease your Internal, External and BPAY transfer limits to the Daily Maximum set out in the table below where you have not used an increased limit for six months or more.

We may also without notice reduce your daily transaction limits where this is necessary to restore or maintain the security of our systems, facilities or individual accounts, or to manage a material or immediate risk.

Following any such action by us, we will make reasonable attempts to notify you of the change. Other changes to your transaction limits will be notified to you in accordance with section 8.17 “**Changes to your account or our terms and conditions?**”

Our daily cash withdrawal and transaction limits are below.

Transaction	By	Minimum	Daily Maximum
Cash withdrawal	Over the counter at Member Service Centre	\$5	\$2,000
Cash withdrawal	ATM – Visa card (low-limit)	\$20	\$200
Cash withdrawal	ATM – Visa card	\$20	\$2,000
Cash withdrawal	EFTPOS – Visa card (low-limit)	\$20	\$200
Cash withdrawal	EFTPOS – Visa card	\$20	\$2,000
Card transaction	EFTPOS – Visa Card (low-limit)	None	\$300
Card transaction	EFTPOS – Visa Card	None	\$15,000

Card transaction	VISA – Visa card (low-limit)	None	\$300
Card transaction	VISA – Visa card	None	\$15,000

Card transaction	PayWave – Visa card (low-limit)/ Mobile Payments	None	\$300 ^{11a}
Card transaction	PayWave – Visa card (low-limit)/ Mobile Payments	None	\$15,000 or 30 transactions per day ¹²

External transfer (including NPP Payments)	Mobile and Online Banking	None	\$5,000 ¹³
--	---------------------------	------	-----------------------

External transfer (including NPP Payments)	Telephone Banking	None	\$0 ¹⁴
--	-------------------	------	-------------------

Internal transfer to another Qudos Bank account (outside your membership)	Mobile and Online Banking	None	\$5,000
---	---------------------------	------	---------

Internal transfer to another Qudos Bank account (outside your membership)	Telephone Banking	None	\$0 ¹⁴
---	-------------------	------	-------------------

BPAY transfer	Mobile and Online Banking	None	\$5,000
---------------	---------------------------	------	---------

BPAY transfer	Telephone Banking		\$0 ¹⁴
---------------	-------------------	--	-------------------

^{11a} Unlimited daily payWave transactions.

¹² You may be requested to enter your card PIN for Transactions over \$200. Mobile payments may also require pre-authentication on your device.

¹³ You can ask us to increase this limit, see section 8.5(9) “**What if I need to withdraw more than the limit allows?**” below.

¹⁴ If you have used Telephone Banking to make a transfer (outside your own membership) in the 12 months prior to 31 August 2021, the default maximum daily transfer limit for Telephone Banking is \$2,000. If your default maximum daily transfer limit is \$0 you can ask us to increase this limit to \$2,000. We may also provide a temporary one-off increase above \$2,000. You can request either of these by calling 1300 747 747 or sending a secure email asking us to increase your limit.

9. WHAT IF I NEED TO WITHDRAW MORE THAN THE LIMIT ALLOWS?

If you require a larger cash withdrawal amount, you will need to provide 24 hours’ notice to the Qudos branch from which you want to withdraw cash, so that we can make arrangements for the required cash amount. Please note that no cash withdrawals or deposits can be processed at the branch in Ascot, Queensland.

The Internal, External and BPAY transfer amounts set out in the Daily Maximum column represent your default limit upon becoming a Member (“Default Limit”).

You may increase your Default Limit for Internal, External and BPAY transfers via Mobile and Online Banking to \$20,000 through Online Banking or the Mobile App. We may also provide a temporary one-off increase above this amount. You can request this by calling 1300 747 747 or sending a secure email asking us to increase your limit.

Please note that we may not allow a limit increase unless we have proof of the identity of the Member or signatory requesting the limit increase.

You may decrease your Internal, External and BPAY transfer limits for Mobile and Online Banking through Online Banking or the Mobile App.

8.6 Payment services generally

Although we endeavour to effect payments, we don't accept responsibility to make them, and accordingly we won't incur any liability through any refusal or omission to make payments or by any reason of late payment or failure to follow instructions.

We may determine the priority of payments from your account at our absolute discretion.

A payment instruction will remain in force for our protection in respect of payments made in good faith after your death, bankruptcy or cancellation of the instructions or until we receive notice of any of those events.

We are not required to pay an amount which exceeds the available balance of your account.

8.7 Overdrawn accounts

As we don't provide credit on your accounts (unless you have an approved overdraft linked to your account), you must not withdraw an amount greater than the available balance in your account.

You must keep enough clear funds in your account to cover any cheque, direct debit, PayTo and electronic transactions. If you don't, we can disallow the transaction and charge you dishonour fees (see our Fees and Charges brochure).

If a withdrawal will overdraw your account, we may still allow the withdrawal. If we allow your account to be overdrawn, we do so on the following terms:

- interest will be charged at our current rate for unsecured overdrafts, calculated on the daily closing balance and debited at the end of the month, (see our Interest Rate webpage for current rates),

- you must repay your debt to us and pay any accrued interest on that debt immediately, and
- you must return the account to a positive balance.

You should inform us as soon as possible if you are in financial difficulty. If so, please call us on 1300 747 747.

8.8 We may transfer money to cover any overdrawing

If your account is overdrawn, we may transfer the money to cover any losses from any other account you have with us that's in the same name as your overdrawn account, including joint accounts where both the overdrawn account and the other account are held by the same account holders.

If any other account you hold with us is overdrawn, including joint accounts, we may transfer money from your deposit accounts up to the amount owing, where both the other account and the deposit account are held by the same account holders.

We're not liable for any loss that may occur whether we do this or not.

If we transfer money to cover any overdrawing, we'll let you know as soon as possible after doing so.

8.9 Transfer of funds between accounts

We may transfer funds between accounts in your membership to meet some withdrawals which would otherwise overdraw your account. Such transfers operate at our discretion and we accept no responsibility to make such transfers. We will not incur any liability from our failure to do so for any reason.

8.10 We may combine your accounts

In certain circumstances, we may have the right to use any credit balance in any savings account you have with us to repay any debt that you owe us.

If we combine accounts, we'll comply with any applicable requirements of the Code of Operation for the Department of Human Service and Department of Veteran's Affairs Direct Credit Payments.

We'll inform you promptly after exercising our right to combine your accounts.

8.11 Credit reversal

We may reverse any credit to any of your savings accounts that we have received on your behalf if we, for any reason, do not receive value for the credit or the credit is reversed by the payee's financial institution.

8.12 Changing your details (name, address, email etc.)

Please let us know immediately if any of your details change. If your name changes, you must provide us with a certified copy of your marriage or change of name certificate. We may ask you to bring in your documents to a branch.

8.13 Dormant accounts

NOTE: If your account is dormant for at least 12 months, we may charge a fee to your account. We may also reduce the amount of interest earned on your account or stop paying interest altogether.

If you don't carry out any transactions on your account for at least 12 months (aside from our transactions, like crediting interest or debiting fees and charges), we may write to you asking if you want to keep the account open. If you don't reply, we may treat your account as "dormant."

This means that we may:

- charge a dormancy fee, and
- stop paying interest or reduce the amount of interest.

When your account remains dormant for 7 years we are legally required to remit balances more than \$500 to ASIC as "unclaimed money." This does not apply to children's accounts.

Please see our Fees and Charges brochure for more information.

8.14 Closing accounts and cancelling access

You can close your accounts and membership at any time, by letting us know and surrendering your cheque book and any access cards at the time. We may defer closure and withhold funds sufficient to cover payment of any outstanding cheques, electronic transactions and fees etc.

If you would like to cancel any access facilities (e.g. Visa card) you can do so at anytime by calling us on 1300 747 747.

NOTE: We may at any time close your account or cancel any access facility linked to your account (not less than 14 days).

Acting reasonably and" make a lowercase on after giving you reasonable notice (not less than 14 days), we can:

- close your account by notifying you and paying out the balance of your account, or
- cancel any facility if you breach these Terms and Conditions, the e-Conditions or the ePayments Code, or
- classify your account as dormant (see section 8.13 "Dormant accounts").

We may request the return of any Visa card authorised for use on your account, unless it is authorised for use on someone else's account.

We may cancel or restrict any access facility immediately without notice where this is necessary to restore or maintain the security of our systems, facilities or individual accounts, or to manage a material or immediate risk.

8.15 More information about cheques

We do not have to issue you with a cheque book if you have an unsatisfactory banking history with us or if you're under 18 years old.

In obtaining a cheque book from us, you accept and agree that you've appointed both Qudos Bank and Indue Ltd ("Indue") as your agent and that you have authorised each of them to:

- conduct accounts with Australia Post (to enable you to draw cheques from your Qudos Bank account and make deposits to Australia Post),
- transfer funds from your Qudos Bank account to meet the amount of cheques or payment orders that you or your authorised signatories have signed, and to meet all fees and charges made or incurred by Qudos Bank or Australia Post, and
- disclose information about your account to Australia Post in order to process your transactions.

You also accept that Qudos Bank, Indue and Australia Post may disclose to each other, all information relating to the transactions completed on your behalf.

We may refuse to pay or dishonour any cheque presented for payment, if:

- Australia Post receives a direction from Indue to dishonour the cheque, (whether or not the direction is authorised or justified),
- at the time the cheque is presented, dishonouring the cheque is the current banking practice,

- Indue doesn't pay Australia Post, an amount of funds equal to the value of the cheque,
- Indue is under administration or in the process of being wound up and/or Australia Post refuses to carry on business with Indue, or
- we have terminated the chequing facility or its linked account.

We don't accept any responsibility if lapse of time is treated as a dishonour of a cheque.

If you overdraw your account because we decided to pay your cheque, you may incur overdrawing fees and charges. Please see section 8.7 **"Overdrawn accounts"** for more details.

We may also withdraw your cheque facility at any time, which means that you can't issue any cheques after we have withdrawn the facility. If we withdraw your cheque facility, we will endeavour to give you prior notice where reasonably practicable.

You can cancel cheques or report lost or stolen cheques or cheque books any time either in writing or calling us on 1300 747 747.

When you cross a cheque or add the words "not negotiable" between the crossing you may be able to protect yourself, but not always, against theft or fraud. This crossing sometimes serves as a warning to the collecting financial institution, if there are other special circumstances, that it should inquire if its customer has good title to the cheque. All Qudos Bank cheques are preprinted with a "Not Negotiable" crossing to give you added protection.

When you add the words "account payee only" between these lines you are saying that only the named person can collect the proceeds of the cheque. This may give you better protection against theft or fraud. It would be prudent for the collecting financial institution to make inquiries of the customer paying the cheque in, if the customer is not the payee of the cheque.

Your preprinted cheque forms have the words "or bearer" after the space where you write the name of the person to whom you are paying the cheque.

The cheque is a "bearer" cheque. If you cross out the words "or bearer" and do not add the words "or order", the cheque is still a bearer cheque. You can give yourself more protection against theft or fraud by crossing out the words "or bearer" and adding the words "or order".

8.16 Your account statements

We'll issue you with a statement of account every three months (including the three month period in which your account is closed).

For accounts that have a pre-arranged credit facility (e.g. overdraft accounts), statements will be sent monthly or as required by the applicable law, ePayments Code or the Customer Owned Banking Code of Practice.

Savings accounts with an overdraft will receive monthly statements.

Your statements will be available to you online if you have registered for electronic statements in your Online Banking. Once you've registered, you can access your statements by logging into your Online Banking.

Alternatively, if you want a copy of a particular statement you may call us. However, we will charge you a fee for providing statements or copies (see our Fees and Charges brochure).

Each statement will record all transactions on your account since the last statement. We recommend you check your statements carefully.

If you would like to check your account details, or believe there's a mistake, or a transaction wasn't authorised by you, you should contact straight away by calling 1300 747 747 or sending a secure email through your Online Banking.

8.17 Changes to your account or our terms and conditions

NOTE: We may make changes to your account at any time, including changing fees, interest rates and transaction limits.

We may change fees, charges, interest rates and our terms and conditions at any time. We will give you notice of any changes in accordance with the following table:

Type of change	Notice
Increasing any fee or charge	Not less than 30 days
Adding a new fee or charge	Not less than 30 days
Changing the interest rate applicable to your account	Before or as soon as practicable after the change
Reducing the number of fee-free transactions permitted on your account	Not less than 30 days
Changing the minimum balance to which an account keeping fee applies	Not less than 30 days
Changing the method by which interest is calculated	Not less than 30 days
Changing the circumstances when interest is credited to your account	Not less than 30 days
Increasing your liability for losses relating to ePayments (see our “Electronic Conditions of Use” for more details)	Not less than 30 days
All other changes to the “Electronic Conditions of Use”	Not less than 30 days
Imposing, removing or changing any periodic transaction limit	Not less than 30 days
Changing other terms or conditions (excluding changes to the “Electronic Conditions of Use”)	Not less than 30 days

We may without notice cancel, suspend, restrict or limit access to services and facilities (including Online Banking) where this is necessary to restore or maintain the security of our systems, facilities or individual accounts, or to manage a material or immediate risk.”

We’ll notify you of changes through any number of, and any combination of the methods, including:

- letters
- notices on or with your next account statement
- QNews newsletters
- media advertisements
- our website.

We’ll always use the method/s most appropriate to the type and extent of the change, keeping in mind the cost effectiveness of the notice method.

8.18 Sending notices and statements

You will receive our notices and statements by:

- post – to the address in our records, or a mailing address you have nominated
- fax
- email
- media advertisements (for some notices only)

Notices and statements can be posted to our website if you agree to receive them this way. We’ll let you know how we’ll notify you of our postings, if this function is available on your accounts.

8.19 Liability

We’re not liable for any loss or damage caused to you by persons authorised to operate on your account, except where such loss or damage arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint or if we are liable under law or the ePayments Code. We’re also not liable for any loss or damage caused by any delay in processing any Member request.

8.20 Authorisations

You:

- acknowledge that we have the right to refuse authorisation for you to complete any transaction for any reason, and
- agree that we won’t be liable to you or anyone else for any loss that you or anyone else may suffer as a result of our refusal to authorise any transaction.

Resolving your concerns

9. Feedback and resolving complaints

We believe you're entitled to efficient, honest and fair treatment in your dealings with us, especially if something goes wrong.

If we can improve our services we welcome your feedback. If you have any issues, suspect an error, or have any concerns about your accounts, we genuinely want to help resolve them.

9.1 What to do if you have a complaint

Please call us straight away on 1300 747 747 if you:

- suspect an error on your accounts, including an account statement, or
- you've experienced any other problem concerning your accounts, facilities or services.

If you need to put your concern or complaint in writing, or we need you to confirm some of the information in writing, please address it to:

Complaints Resolution
Qudos Bank
Locked Bag 5020,
Mascot NSW 1460

Alternatively, you can also come into any Member Service Centre and our staff will be happy to assist.

We explain our complaints handling process in our Dispute Resolution brochure, available on our website, by calling 1300 747 747 or at any of our Member Service Centres.

9.2 Details of your complaint

To help us resolve your concerns it's important to give us all the information you have, such as:

- Account information – your account name and number
- Contact details – your phone number (and preferred contact times), or another way to contact you
- Detailed information – what your concern is about and when it happened
- Resolution – how you'd like your concern or complaint to be resolved

If we receive everything, we'll be able to properly investigate your complaint and work towards a resolution in our internal dispute resolution procedures.

9.3 What we'll do with your complaint

Once your complaint is made to us, we'll investigate and keep you informed of its progress. We'll contact you if we need more information to help with our investigation.

You should also reply promptly if we ask you for more information (this helps us finish our investigations more quickly).

Within at least 21 days we'll let you know in writing the outcome of our investigation, our findings and the reasons for our findings.

9.4 If you want someone else to look at your complaint

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

- website: www.afca.org.au
- email: info@afca.org.au
- telephone: 1800 931 678 (free call)
- In writing to:
Australian Financial Complaints Authority
GPO Box 3,
Melbourne VIC 3001

If you think we have breached the Customer Owned Banking Code of Practice, you can make a complaint to the Code Compliance Committee by:

- phoning 1300 780 808
- faxing 03 9613 7481
- writing to

Compliance Manager
Code Compliance Committee
P.O. Box 14240
Melbourne VIC 8001

- emailing info@codecompliance.org.au

More information on complaints made to the Code Compliance Committee, can be found on its website cobccc.org.au/consumers/your-rights-under-the-code/.

The “e-Conditions”

(our electronic conditions of use)

You agree to these e-Conditions for all transactions made under our card and electronic access and payment facilities below:

- Account transfers
- ATMs
- Autotransfer (Periodic payments)
- CueCard
- Direct Debit
- EFTPOS
- Online Banking
- Telephone Banking
- Mobile Banking
- Visa cards (debit and credit¹⁴)
- BPAY
- SMS Banking
- Mobile Payments
- NPP payments & PayID
- PayTo

1. What do these facilities do?

1.1 Account transfers

You can make transfers from your account to other accounts within the same membership, to other Qudos Bank accounts or to other Australian financial institutions if you have the recipient's account details.

1.2 ATMS

You can use an ATM to withdraw money from your accounts at any time if you have a Visa card and PIN. Both cards can be used at all Qudos Bank ATMs and other ATMs throughout Australia.

Overseas, you can use your Visa cards at ATMs displaying the “Visa” logo.

1.3 Autotransfer (Periodic payments)

You can make payments or transfers from your account to other financial institutions or suppliers on a regular basis. You need to fill out and lodge an authority form, which remains in place until it is cancelled. Once you set up an Autotransfer you can view or modify details or delete/cancel the authority via Online Banking by letting us know in writing.

¹⁴ Visa credit cards are also subject to the terms of the loan contract, Qantas Points Rewards program and the relevant Credit Card Terms and Conditions.

1.4 CueCard

From 1 September 2020, all customers holding CueCards will be transitioned to Visa debit cards. All existing CueCards will stop working on 1 November 2020.

1.5 Direct Debit

You can authorise an institution or supplier to debit your account, by giving them your written authorisation and providing them with BSB number 704 865 plus your account number. You may stop a direct debit by asking us to stop a payment or you may contact the institution or supplier directly. Please refer to qudosbank.com.au for further information.

1.6 EFTPOS

You can use EFTPOS to withdraw cash or purchase goods and services if you have a Visa card at suppliers that have EFTPOS facilities.

To find out the transactions limits via EFTPOS, please see section 8.5(8) “**Withdrawal and daily transaction limits**”.

1.7 Visa card

You can use your Visa card anywhere in the world with your PIN, where a retailer or ATM displays the Visa logo. Visa card allows you to:

- make payments at any retailer,
- withdraw cash from your account.
- check your account balances
- make online purchases
- make contactless purchases through Visa payWave
- withdraw “cash out” as a cash advance (for Visa credit cards only)

You can use Visa card with most of our accounts (see section 3 “**Account features at a glance**.” Visa Debit card access may be restricted to account with an approved overdraft at our discretion.

You can use Visa card to make withdrawals or purchase goods and services via ATM, EFTPOS and “credit” transactions, including using the Visa card and your signatures (either manual or electronic) on the internet and over the telephone.

Visa cards are available to account owners and signatories over the age of 16 years old. Our low-limit Visa card is available for Members between the ages of 12 and 16, and for Members over 16 years if they require a card with

lower limits. Please see our limits table at section 8.5(8) **“Withdrawal and daily transaction limits”** for more information. However, we may choose not to give you a Visa card if you have an unsatisfactory banking history or if you do not meet our lending criteria (for Visa Credit cards only).

You may be eligible for a Visa Chargeback if you believe a Visa card transaction was unauthorised, the goods or service purchased did not match its description or were not delivered. Please read section 13.4 of these e-Conditions **“Requesting a chargeback”**.

1.8 Online Banking

You can use Online Banking to access information about our products and services and also to access your accounts. Online Banking allows you to undertake a range of transactions and enquiries. You can obtain account balances, transaction details and interest details.

You can make account transfers within your membership, to other Qudos Bank accounts or other Australian financial institutions and make BPAY payments.

You can also view or modify autotransfers and future BPAY payments, change your access code, activate cards, send a secure email to us and request forms or applications. We may from time to time limit the online functionality which is available to non-personal memberships. We will give you notice of this.

You must not disclose your online banking password to anyone (including your spouse and close family). Each account owner and authorised signatory can be set up with their own online banking access.

1.9 Telephone Banking

You can use Telephone Banking to access information about our products and services and also to access your accounts.

Telephone Banking allows you to undertake a range of transactions and enquiries. You can obtain account balances, transaction details and interest details. You can make account transfers within your membership, to other Qudos Bank accounts or other financial institutions and make BPAY payments. You can also change your access codes and order a new Member cheque book.

1.10 Mobile Banking (Qudos Bank Mobile App)

You can take your banking wherever you go with our Qudos Bank Mobile App downloadable onto an iPhone or Android phone or tablet.

With the Qudos Bank App you can check your balance and transaction history, make BPAY® payments, pay into Australian accounts, create scheduled payments and much more.

You can explore the full functionality within the Qudos Bank App, including through the main menu accessible on the top left corner of the app.

You need to register for Online Banking before you can use the Qudos Bank Mobile App. Please see our “Qudos Bank Mobile App Terms and Conditions” available on our website www.qudosbank.com.au for more information.

1.11 BPAY™

You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.

For more information on how to use BPAY, please see section 21 of these e-Conditions (“Using BPAY”).

1.12 SMS Banking

You can use SMS banking to receive alerts about your accounts. Alerts include -direct credit alerts, direct debit alerts, low account balance alerts, high account balance alerts and scheduled balance alerts.

You can also request a balance enquiry, most recent transactions, most recent credit transactions, most recent debit transaction and interest earned/paid.

1.13 Mobile Payments

We currently provide the following contactless wallets:

Apple Pay

Which allow you to use compatible mobile devices to make to make secure contactless purchases in stores, within selected apps and participating websites, using your Qudos Bank Visa debit and credit cards.

Please see the [Apple Pay Terms and Conditions](#) on our website for more detail.

Google Pay

Which allow you to use compatible mobile devices to make to make secure contactless purchases in stores, within selected apps and participating websites, using your Qudos Bank Visa debit and credit cards.

Please see the [Google Pay Terms and Conditions](#) on our website for more detail.

1.14 NPP Payments and PayID

You can make and receive NPP Payments, which are processed in near real time.

You can also set up a PayID (either your mobile number or an email address) instead of a BSB and account number. Please see our separate PayID Terms and Conditions for more information available on our website at www.qudosbank.com.au/support/legal/.

For more information about NPP Payments, please see section 25 of these e-Conditions (“**NPP and Osko**”).

1.15 PayTo

For more information about PayTo, please see section 26 of these e-Conditions (“**PayTo**”).

1.16 Restrictions on overseas use

The Australian Government may, from time to time, impose sanctions against certain country/ies. These sanctions often include prohibitions on direct or indirect dealings with designated persons or entities in those country/ies. In response, we may place restrictions on the use of Qudos Bank services (including EFTPOS and Visa cards, as well as Mobile Payments) within those countries. These restrictions may be at a bank level, where the restrictions cannot be waived for individual members or transactions.

2. Tips to help protect you

Protecting your security is really important. Here are some things we recommend you do to protect against any unauthorised use of your card, electronic banking and passcode.

Before you make an electronic payment, you should note:

- read all of our Terms and Conditions and understand your obligations under our terms of use
- know where to go if your card is lost or stolen or you find unauthorised transactions from your card, BPAY or telephone or Online Banking
- sign your card as soon as you receive it
- immediately report any unusual activity you find on your accounts
- do not select a passcode which represents your birthday, a part of your name or is a sequence of repeated numbers or letters
- never write your passcode on your card or your PIN on anything kept near your card
- never lend your card to anyone or leave it unattended (i.e. in your car or workplace)

- don't tell your passcode or PIN to anyone
- take reasonable measures to make sure no one sees you enter your passcode or PIN
- keep a record of your card number and your emergency telephone numbers
- on expiry of a card, destroy the card by cutting it diagonally in half
- check your statements when you receive them for any unusual activity
- inform us straightaway if you change your address
- always access telephone or Online Banking through official phone numbers and website addresses
- always delete your browsing history, if you access your Online Banking on someone else's computer
- never provide or confirm your passcode or PIN to anyone. We will never ask you to provide these details

3. Important Words

AFCA means Australian Financial Complaints Authority, our external dispute resolution scheme (details are found in section 9 “**Feedback and resolving complaints**”).

ATM means automatic teller machine.

BECS procedures means the Bulk Electronic Clearing System Procedures as existing from time to time.

Card means the card we give to a user that is used to perform a transaction, such as:

- ATM cards
- debit cards or credit cards (whether physical or virtual).

Chargeback means your request to have a disputed or fraudulent transaction returned under the card scheme rules.

Contactless payment means a way to pay for a purchase by tapping your card or a device on a PayPass, payWave or similar terminal, with no need to use a PIN or signature.

Day means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

Direct debit means a “Direct Debit Request” as defined in the BECS Procedures.

Direct entry means a direct debit or credit.

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

Electronic banking is used when we refer to Telephone, Mobile and Online Banking.

Electronic banking terminal means an ATM or EFTPOS device owned by us or included in an authorised interchange network.

Electronic funds transfer (EFT) means an electronic transfer of money between accounts, within a financial institution or across multiple institutions through computerised systems.

Financial institution means an Australian Deposit taking Institution (ADI) under the Banking Act 1959 (Cth) (such as a bank, credit union or building society).

ePayments code means the code issued by ASIC governing consumer electronic transactions

Facility means an arrangement which you can perform transactions through.

Identifier means information that a User:

- knows but is not required to keep secret, and
- must provide to perform an electronic transaction.

Examples include an account number or PayID. An identifier also includes a token generated from information that would otherwise be an identifier.

Linked account means an account you have with Qudos Bank, to which you can obtain access through a card.

Mandate management service means the central, secure database operated by NPP Australia Limited of Payment Agreements.

Manual signature means your handwritten signature (including your signature written on paper or on an electronic tablet).

Mistaken internet payment means a payment by a user through a pay anyone banking facility and processed by an ADI where the funds are paid into the account of an unintended recipient because the user enters or selects a BSB and/or identifier (e.g. account number or PayID) that does not belong to the named and/or intended recipient as a result of the user's error or the user being advised of the wrong BSB and/or identifier.

NOTE: this definition of mistaken internet payment is intended to relate to typographical errors when inputting an identifier or selecting the incorrect identifier from a list. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.

Mobile banking app is our QActive banking app developed for your mobile electronic devices and linked to your Online Banking.

Passcode means a password or code that the User must keep secret, that is normally used to authenticate a transaction of the User. A passcode is made up of numbers, letters, a combination of both, or a phrase.

This includes:

- a PIN
- a Telephone, Mobile or Online Banking password (this may also be called an "access code")
- an SMS code generated by QSafe

You should note that a number printed on your debit or credit card is not a passcode.

Pay anyone banking facility means a facility where a user can make a payment from one bank account to a third party's bank account by entering, selecting or using a Bank/State/Branch (BSB) and account number, PayID or other identifier, but does not include BPAY® or PayTo payments.

PIN means your personal identification number used to access your Visa card.

QSafe refers to our SMS verification system, where a secure verification code is sent to your mobile phone or landline telephone when you make a transaction to a new account through electronic banking.

Receiving financial institution means a financial institution whose customer has received an internet payment.

Regular payment arrangement means as the cardholder, you have set up recurring payments with your merchant to allow to bill you at agreed intervals.

RBA means the Reserve Bank Australia.

SMS code means the secure verification code sent to your mobile phone or landline telephone through our QSafe SMS verification system.

Telephone, mobile and online banking means any service we offer through a communication network (including telephone and the Internet) to enable you to receive information from us and transmit instructions to us electronically about your account our banking services.

Transaction means the transactions to which these e-Conditions apply to (for more information on these transactions section 1 "**What do these facilities do?**").

Unauthorised transaction means a transaction which has not been authorised by a user. For example, a transaction carried out by someone who is not an account owner or signatory without your knowledge or consent. It does not include any transaction that is performed by you or another user, or by anyone who performs a transaction with the knowledge and consent of you or another user.

Unintended recipient means the recipient of funds as a result of a mistaken internet payment.

User means you or an individual you have authorised to perform transactions on your account including:

- a third party signatory on your account, or
- a person you authorise us to issue an additional card to.

Visa card is a reference to both Visa Debit cards and Visa Credit cards.

Visa Credit card means the card linked to a credit facility provided by us.

Visa Debit card means the card you use to accessed your linked Qudos Bank savings accounts.

Visa payWave allows you to authorise purchases using Visa Debit cards embedded with Visa PayWave contactless technology by waving the card at point of sale readers displaying the contactless symbol.

4. Transactions these e-Conditions apply to

These e-Conditions apply to payments, transfers and cash withdrawals that are:

- made using electronic equipment, and
- not intended to be validated by comparing your signature with a specimen signature.

The types of transactions these e-Conditions apply to include:

- electronic card transactions, (such as ATM, EFTPOS, credit card and debit card transactions, that are not validated by comparing a manual signature with a specimen signature)
- bill payment transactions
- Telephone Banking transactions
- Mobile Banking transactions
- Online Banking transactions, including pay anyone banking facility transactions

- online purchases and transactions using your card details (card number, expiry date)
- online bill payments (including BPAY)
- direct debits
- transactions using mobile devices and services
- contactless transactions (Visa payWave)
- PayTo payments

5. Who's responsible for unauthorised transactions?

NOTE: There are some situations in which you may be liable for unauthorised transactions made on your account. Read the below provisions carefully.

An unauthorised transaction is one which is not authorised by a user (for example, a transaction which is carried out by someone else or another user without you knowing or consenting to it).

The ePayments Code determines your liability for losses resulting from unauthorised transactions. We have reflected the relevant Code provisions below.

Please note that the Code (and the sections below dealing with unauthorised transactions) is not applicable to purchases using your Visa card where you sign to authorise the transaction (but chargeback protection may be available in that situation).

5.1 When you're not responsible for loss

You are not responsible for any loss arising from an unauthorised transaction if any of the following apply:

- it is clear a user did not contribute to the loss in some way
- the loss was due to fraud or negligent conduct by any of our employees or agents of any person (including merchants) in an EFT network,
- the loss occurred because a card, identifier or passcode was forged, faulty, expired or cancelled,
- the loss results from a transaction which occurred prior to you or another user receiving a card or passcode required to access the account (including a reissued card or passcode),
- the same transaction was incorrectly debited more than once to your account, and

- the loss occurs after you notify us that a card used to access the account has been misused, lost or stolen, or the security of a passcode or other code was breached.

You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without

a passcode or card. Where a transaction can be made using a card, or a card and identifier, but does not require a passcode, you are liable only if the user unreasonably delays reporting the loss or theft of the card.

Scenario	You will be liable for:
<p>You have contributed to the loss through fraud or by breaching the passcode security requirements in section 6 of these e-Conditions (“Passcode security requirements”), including:</p> <ul style="list-style-type: none"> • fraud by any user, • any user voluntarily disclosing their passcode or identifiers, • any user recording or otherwise indicating one or more pass code/s or identifiers on the outside of a card or other article, • any user keeping a record of one or more passcodes or identifiers (without making any reasonable attempt to protect their security) on an article or on several articles which are kept with the card, which could be lost or stolen at the same time as the card, • any user keeping a record of passcodes (without making any reasonable attempt to protect their security) which may be used without a card on one article or several articles which could be lost or stolen at the same time, • any user selecting or changing any of their passcodes to one which represents their date of birth or a recognisable part of their name, despite us specifically instructing the user not to do so and bringing to their attention the consequences of doing so, or • a user acting with “extreme carelessness” in failing to protect the security of all their passcodes or identifiers. 	<p>The actual losses that occur before you notify us that:</p> <ul style="list-style-type: none"> – the card used to access the account has been misused, lost or stolen, or – the security of the passcode used to access the account has been breached, but only if that breach was the dominant cause of the loss. <div data-bbox="818 898 1485 1189" style="border: 1px solid black; padding: 5px;"> <p>Note: Where more than one passcode is required to perform a transaction and we prove that a user breached our passcode security requirements, but not for all passcodes. You will be liable for the actual losses, but only if we also prove (on the balance of probability) that the breach of the passcode security requirements caused more than 50% of the loss (when assessed together with all contributing causes)</p> </div>
<p>The losses result from your unreasonable delay in notifying us after you became aware of the misuse, loss or theft of a card used to access an account or that the passcode used to access an account has been breached.</p>	<p>The actual losses which occur between when you become aware (or should reasonably have become aware in the case of a lost or stolen card) and when you notify us.</p> <div data-bbox="818 1693 1485 1854" style="border: 1px solid black; padding: 5px;"> <p>Note: You will still be liable if you were the user who contributed to the loss, or if a different user contributed to the loss.</p> </div>
<p>Losses result from you leaving your card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the machine (for example, the machine captures cards that are not removed after a reasonable time or requires that card be removed from the machine before the transaction can proceed).</p>	<p>The actual losses incurred.</p>

If you dispute receiving a card or passcode:

- it's up to us to prove that you did receive it,
- one way we can prove that you received the card or passcode is if we obtain an acknowledgment of receipt from the user when they received the card or passcode (e.g. activating your card via Online Banking), and
- we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the card or passcode.

5.2 When you are responsible for loss

Where we can prove on the balance probability (this means if it is most probable based on the information available) that you have contributed to the loss, you will be responsible for losses resulting from unauthorised transactions:

5.3 Limits on your liability for losses

Even if we find that you have contributed to the loss, you won't be liable for:

- that portion of money that has been withdrawn from your account on any one day that which is more than any applicable daily transaction limit,
- that portion of money that has been withdrawn from your account in a period which is more than any applicable periodic transaction limit,
- that portion of money that has been withdrawn from your account which exceeds the balance of that account (including any pre-arranged credit) when the transaction occurs,
- that portion of money that has been withdrawn from an account which we had not agreed with you could be accessed using the access method, or
- any amount recoverable under the card scheme rules when you use a Visa card (we are not however required to exercise any rights we may have under the Visa scheme rules).

5.4 Unauthorised transactions using a passcode

Where a passcode was required to perform an unauthorised transaction and the above scenarios do not apply, you are liable for the lesser of:

- \$150, or a lower amount determined by us,
- the balance of those account(s) (including any pre-arranged credit) from which funds were transferred in the unauthorised transactions and which we had agreed with you may be accessed using the card and/or passcode/ access method, or
- the actual loss at the time you notify us (where relevant) that the card has been misused, lost or stolen or that the security of passcodes has been breached (excluding that portion of any money lost on any one day that is more than the applicable daily transaction or other periodic transaction limits).

5.5 How we will assess loss

In deciding on the balance of probability, whether a user has contributed to loss in the scenarios outlined in this section, we will take into account:

- all reasonable evidence (including all reasonable explanations),
- the fact that an account has been accessed with the correct card and/or passcode, does not mean that a user contributed to losses through fraud or breach of our passcode security requirements, and
- it is unnecessary in assessing liability, to consider the use or security of any information that was not meant to be kept secret by a user.

If you are unhappy with our assessment of loss and liability and would like someone else to see if we assessed correctly, please see section 9 "**Feedback and resolving complaints**"

Keeping you safe

6. Passcode security requirements

This section applies when a passcode is needed to perform a transaction.

You must not:

- voluntarily disclose your passcode to anyone (including family or friends),
- write or record your passcode(s) on any card, or on anything:
 - carried with a card, or
 - that could be lost or stolen with a card,unless the user makes a “reasonable attempt” to protect the security of the passcode, and
- where a card is not needed to perform a transaction, keep a written record of all passcodes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a “reasonable attempt” to protect the security of the passcode.

NOTE: If you or another user breaches these passcode security requirements, we may not be required to indemnify you for loss arising from that breach. See section 5 of these e-Conditions (“Who’s responsible for unauthorised transactions?”).

A “reasonable attempt” to protect the security of a passcode record includes making any reasonable attempt to disguise the passcode within the record, or prevent unauthorised access to the passcode record. For example:

- hiding or disguising the passcode record among other records
- hiding or disguising the passcode record in a place where a passcode record would not be expected to be found
- keeping a record of the passcode record in a securely locked container
- preventing unauthorised access to an electronically stored record of the passcode record.

You must not act with “extreme carelessness” when protecting the security of your PIN and all passcodes.

“Extreme carelessness” means being so careless, that your actions greatly exceed what is normally considered careless behaviour. For example, storing your Online Banking user name and passcode in a diary, smartphone or computer that is not password protected, under the

heading “Internet banking codes” would be seen as acting with “extreme carelessness”.

6.1 Requirements when choosing your passcode

You must not select a passcode that represents your birthday or a recognisable part of your name. You will be liable for loss in accordance with section 5.2 of these e-Conditions (“**When you are responsible for loss**”) if we can prove on the balance of probability that we:

- told you not to use a passcode that resembles your birthday or a part of your name, and
- warned you of the consequences of doing so (i.e. proving you with our warning message on our machines for changing your PIN).

6.2 When you aren’t in breach of these passcode security requirements

You won’t breach our passcode security requirements if:

- we expressly authorise you to act in a certain way or engage in particular conduct (either generally or subject to conditions), or
- we authorise the use of a service for accessing a facility and you have to disclose, record or store a passcode that is required for using the service (for example, hosting an access service on our electronic address).

We are not taken to have promoted, endorsed or authorised a user’s use of a particular service merely because we have chosen to use the service for our own purposes or have not actively prevented the user from accessing a service.

7. What happens if electronic equipment doesn’t work properly?

You’re not liable for loss which is caused by electronic system or equipment failure, if our system or equipment fails after accepting your instructions. For example, You request \$50 from a Qudos Bank ATM. After entering your PIN, our ATM only gives you \$20 but debited \$50.

However, we won’t be responsible if our system or equipment does not accept your instructions, card or passcode. For example, If you enter your PIN into ATM and it doesn’t process your withdrawal at all.

If you were reasonably aware at the time of use that our system or equipment was unavailable or not functioning properly, our liability is limited to:

- correcting any wrong entry in your account
- refunding any fees or charges debited to your account as a result of the wrong entry.

8. Network arrangements

We can't avoid any obligation owed to you on the basis that:

- we are a party to a shared electronic payments network, or
- another party to the network (e.g. a retailer, merchant or communications service provider) caused a failure to meet the obligation.

We must not require you to:

- raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network, or
- have a complaint or dispute investigated by any other party to a shared electronic payments network.

9. Mistaken internet payments

When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred.

We may be the sending institution, that is the financial institution whose customer made the payment, or the receiving institution, that is the financial institution whose customer received the payment (this customer is the unintended recipient of the payment). We will be the sending institution where the payment is made from your Qudos Account. We will be the receiving institution where the payment is made to your Qudos Account.

If, as the sending financial institution, we are satisfied that a mistaken internet payment has occurred, we must, as soon as reasonably possible and by no later than 5 business days from the time of the user's report of a mistaken internet payment, send the receiving financial institution a request for the return of the funds.

If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.

As the sending financial institution, we must let you know the outcome of any reported mistaken internet payment in writing and within 30 business days of the day you reported it to us.

If you are dissatisfied with the outcome we provide you, or the way we have dealt with your mistaken internet payment (i.e. not complying with the process or timeframes set out in this section), you may make a complaint to us or to the external dispute resolution scheme (AFCA).

You may complain to us, as the sending financial institution, about how the report is dealt with, including that we:

- do not accept that a mistaken internet payment has occurred, or
- have not complied with the processes and timeframes as described above or in section 9.1 of these e-Conditions (“**What happens after we request a return of funds from a receiving financial institution**”).

When we receive a complaint under the paragraph above, we must:

- deal with the complaint under our internal dispute resolution procedures, and
- not require you to complain to the receiving financial institution.

For more information on how to make a complaint, please see section 9 “**Feedback and resolving complaints**”

Where the unintended recipient of a mistaken internet payment is receiving Services Australia income support payments or Department of Veterans Affairs payments, the receiving ADI must recover the funds from the unintended recipient in accordance with the Code of Operation: Recovery of Debts from the customer nominated bank.

9.1 What happens after we request a return of funds from a receiving financial institution?

Mistaken Internet Payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. This section provides a summary of the processes in that Code.

The information contained in the table below does not give you any contractual right to recover the mistaken payment from us or to recover the mistaken payment from the receiving financial institution.

NOTE: Within 5 business days of our request, the receiving financial institution must:

- send us an acknowledgment of our request, and
- let us know whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.

If sufficient funds are?	and your report is made?	What happens (where we are the sending financial institution?)
Available	within 10 business days	<ul style="list-style-type: none"> • If the receiving financial institution accepts that a mistaken internet payment has occurred, it must return the funds to us within 5 business days of receiving the request. If reasonably necessary, the receiving financial institution has up to a maximum of 10 business days to return the funds. • If the receiving financial institution isn't satisfied that a mistaken internet payment has occurred, it may seek consent from the unintended recipient to return the funds to us. • Once received, we must return the funds to you as soon as possible.
Available	between 10 business days and 7 months	<ul style="list-style-type: none"> • The receiving financial institution must complete its investigation into the reported mistaken payment within 10 business days of receiving the request. • If satisfied that a mistaken internet payment has occurred, the receiving financial institution must: <ul style="list-style-type: none"> – prevent the unintended recipient from withdrawing the funds for 10 further business days, and – notify the unintended recipient it will withdraw the funds from their account, if they don't establish entitlement to the funds within 10 business days (starting on the day the unintended recipient was prevented from withdrawing the funds). • If the unintended recipient does not establish that they are entitled to the funds within the 10 days, the receiving financial institution must return the funds to us within 2 business days, after the 10 business day period has ended (during which the unintended recipient is prevented from withdrawing the funds from their account). • If the receiving financial institution is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to you. • Once received, we must return the funds to you as soon as practicable.
Available	after 7 months	<ul style="list-style-type: none"> • If the receiving financial institution accepts that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to you. • If not satisfied that a mistaken internet payment has occurred, the receiving financial institution may seek the consent of the unintended recipient to return the funds to you. • If the unintended recipient consents to the return of the funds: <ul style="list-style-type: none"> – the receiving financial institution must return the funds to us, and – we must return the funds to you as soon as possible.
Not available		<p>Where we and the receiving financial institution are satisfied that a mistaken internet payment has occurred, but there aren't sufficient funds available in the unintended recipient's account (to match the full value of the mistaken internet payment), the receiving financial institution must exercise discretion, after appropriate weighing of interests of the sending consumer and unintended recipient and information reasonably available to it about the circumstances of the mistake and the unintended recipient, in deciding whether it should pursue return of the total value of the mistaken internet payment, pursue the return of a partial amount of the mistaken internet payment, or not pursue any return of funds.</p> <p>The processes in the above rows where sufficient funds are available will also apply where insufficient funds are available, but only in relation to the value of the insufficient funds available</p>

9.2 What happens when you receive a Mistaken Internet Payment?

Where (as the receiving financial institution):

- both we and the sending institution are satisfied that a payment made to your account is a Mistaken Internet Payment; and
- sufficient credit funds are available in your account to the value of that payment; and
- the Mistaken Internet Payment is reported 7 months or less after the payment; and
- for Mistaken Internet Payments reported between 10 business days and 7 months of the payment, you don't establish that you are entitled to the payment within the relevant 10 business day period referred to in section 9.1 of these e-Conditions (“**What happens after we request a return of funds from a receiving financial institution?**”),

If you receive a mistaken internet payment into your account and we are required under the ePayments Code as receiving financial institution to return funds to the sending financial institution then we will, without seeking your consent, transfer the funds from your account. If there are insufficient funds in your account you must co-operate with us to facilitate repayment of the funds.

We can prevent you from withdrawing funds that are the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.

10. Using Electronic Banking (Telephone, Mobile and Online Banking)

We take all reasonable steps to make sure our systems and services are accessible and secure, however we can't guarantee:

- that the information about your accounts through our electronic banking services are always up to date,
- that you will have access 24 hours a day, 7 days a week to electronic banking, and
- that data you transmit via electronic banking is totally secure.

It is your sole obligation to make sure your electronic equipment (such as your mobile phone, computer or tablet etc.) is in proper working order to use electronic banking methods.

11. Reporting loss, theft or unauthorised use of cards, electronic banking or passcodes

If you believe your card or passcode has been misused, lost or stolen or the passcode has become known to someone else, you must contact us immediately on 1300 747 747.

If you call us, we'll give you a reference number to confirm the date and time you contacted us. Please keep this reference number in case we ask you for it.

If our Call Centre isn't operational when you try and contact us, you still need to report the loss, theft or unauthorised use as soon as possible during business hours. We will be liable for losses due to our Call Centre not being operational at the time you tried to contact us, as long as you make your report as soon as possible afterwards.

If you report loss, theft or misuse of your card or passcode, we will immediately restrict your account, meaning that no one (including you) can transact on the account until we remove the restriction.

11.1 Reporting inside Australia

If you believe your passcodes used for cards or Telephone, Mobile or Online Banking transactions have been misused, lost or stolen, or your passcode has become known to someone else, you must contact us immediately on 1300 747 747. For more details on how to contact us, please see section 2.1 "About Us".

NOTE: If you believe an unauthorised transaction has been made and your access method uses a passcode, you should change that passcode.

When you make a report with us, we'll give you a reference number that verifies the date and time you contacted us. Please keep this reference number in case we ask for it.

If you need to make a report about your card outside of business hours, please contact:

24/7 Emergency Hotline
Australia wide toll free
1800 621 199

If you call this number, you will be given a reference number that you should keep as a record of the time and date of your report.

11.2 How to report if you're outside Australia

If you are outside Australia, you need to immediately report any loss, theft or misuse immediately by:

- contacting us by telephone on +61 2 9582 3200 (this includes an option to be redirected to our 24/7 Emergency Hotline)
- contact us by email or priority mail,
- telephoning the Visa Customer Assistance number for the country you are in,
- notifying an organisation displaying the Visa sign and then confirm the loss, theft or misuse of the card:
 - with us by telephone, email or priority paid mail as soon as possible, or
 - by telephoning the Visa Global Customer Assistance Centre number for the country you are in, please see the Visa website for more details at visa.com.

12. Using your card

To use your card to access your account, you must:

- sign your card immediately when you receive it (this also prevents any fraudulent or unauthorised use), and
- then activate the card within Online Banking, or by calling 1300 747 747, or attending a Member Service Centre.

You agree that you won't use your card to overdraw the balance in any linked accounts. For information on your daily limits, please see the section 8.5(8) "**Withdrawal and daily transaction limits**".

You must ensure that any additional cardholder signs their access card immediately upon receiving it and before using it. See section 15 of these e-Conditions ("**Letting others have a card**") for more information on additional cardholders.

Every now and again, we'll let you know:

- the transactions that your card may perform,
- ATMs of other financial institutions that may be used, and
- what the daily cash withdrawal limits are.

Please note that cards, PINS, passcodes and cards remain our property at all times.

13. Using your Visa card

13.1 Visa Debit card

When you use your Visa Debit card at ATMs or EFTPOS terminals, you may be asked to choose between the “credit” and the “savings” options.

Whichever option you choose, the funds are debited to your account attached to the card. However, if you choose the “credit” option to make a purchase, you may be able to exercise Visa chargeback rights (see section 13.4 of these e-Conditions (“**Requesting a chargeback**”) below).

When you use your Visa Debit card to make purchases online, by telephone, mail order, by PayWave and contactless purchases the “credit” option automatically applies to that transaction.

13.2 Visa Credit card

The use of Visa Credit card is subject to Credit Card Terms and Conditions, the terms of your loan contract and the Qantas Points Rewards programme (if it applies).

13.3 Using Visa payWave

If your Visa card has the Visa payWave symbol on the front of the card, it can be used to authorise purchases at merchants displaying the contactless symbol, simply by waving the card at the merchant’s point of sale reader.

There is no need for a Visa payWave transaction to be authorised by a PIN or signature, provided that the transaction is under the relevant authorisation limit (\$200 at the time of these Terms and Conditions).

If you exceed your payWave maximum limit for the day (see section 8.5(8) “**Withdrawal and daily transaction limits**”), you’ll still be able to use the PIN with your card.

You should note that all of our Visa cards issued from March 2014 come with PayWave, and we are unable to provide Visa cards without payWave functionality.

13.4 Requesting a chargeback

In some cases, Visa’s scheme rules allow us to dispute a transaction and request a refund of the transaction (a “chargeback”) for you from the merchant’s financial institution.

We can request a chargeback if you believe your Visa card transaction was:

- unauthorised,
- not delivered by the merchant (for goods and services only), or
- for goods and services that didn’t match the description given by the merchant.

Usually, we can only do this after you have tried to get a refund from the merchant and were unsuccessful.

You should tell us as soon as possible if you think your statement has a mistake in it or records a transaction which is possibly unauthorised, so that we may ask for a chargeback. Time limits may not apply where the ePayments Code applies.

Chargeback rights do not apply to BPAY transactions (see section 21 of these e-Conditions (“**Using BPAY**”)).

13.4.1 How to request a chargeback

To request a chargeback:

- tell us you want us to chargeback the transaction within 90 days of the disputed transaction, and
- provide us with any information we ask for to support your request.

If you don’t follow these steps, we may lose any chargeback right we have under Visa’s scheme rules. However, this doesn’t apply to an unauthorised transaction that is regulated by the ePayments Code Code (see section 5 of these e-Conditions (“**Who’s responsible for unauthorised transactions**”)).

13.4.2 What happens when we claim a chargeback

We will try our best to claim a chargeback for you. However, for your claim to be successful, the merchant’s financial institution must accept the claim.

If they reject a chargeback, we will only accept the rejection if we are satisfied that it is reasonable and is consistent with Visa scheme rules.

As a result of our investigations, if we find that your account has been incorrectly debited or credited, then we will adjust your account (including any interest and charges) and notify you in writing.

14. Using your cards outside Australia

NOTE: Fees and sometimes surcharges will apply if you use your card overseas or with an overseas merchant.

All your overseas transactions on cards are converted into Australian dollars by the card scheme provider and calculated at a wholesale market rate by the card scheme provider from a range of wholesale rates, or the government mandated rate that is in effect on the day before the date the card scheme provider processes the transaction.

All transactions made in a foreign currency on your card are subject to a conversion fee. Please refer to the Fees and Charges brochure for the current conversion fee.

Some overseas merchants and ATMs charge a surcharge for making a purchase using your card. You can't dispute this surcharge once you have completed the transaction. The surcharge may also appear on your statement as part of the purchase price.

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

15. Letting others have a card

If you ask us to do so in writing and we agree, we may issue a card and PIN to another person. An additional cardholder must be a signatory on the account and be 16 years of age or older for a Visa card (with full limits), or over 12 years of age for a Visa card (with restricted limits), if there are no credit facilities attached to the card.

If there are credit facilities attached to the card, we may require additional cardholders to be 16 years of age or older.

An additional cardholder's use of a card is subject to these Terms and Conditions and e-Conditions and we suggest that additional cardholders have a copy of them.

You are responsible for an additional cardholder's use of a card and for all transactions carried out by this cardholder (including withdrawals, purchases or payments). You should note that additional cardholders may have access to your account information.

NOTE: You are responsible for an additional cardholder's use of a card and for the operation by an additional cardholder of your account.

We'll give each additional cardholder a separate passcode. You must ensure that any additional cardholders protect their access card and passcode in the same way as these e-Conditions require you to protect access card and passcode.

If you wish to stop access by an additional cardholder, you must ask us in writing via our contact centre or in one of our branches to remove the additional cardholder and place a stop on the additional card. You should also ensure that the additional card is destroyed.

You won't be liable for any continued use of the additional card from the day you have: let us know that you want it cancelled.

16. When your card is expired or cancelled

You must not use your card:

- after the expiration date shown on the front of the card, or
- after the card has been cancelled.

If you continue to use your card after it has expired or been cancelled, you must reimburse us for any indebtedness incurred through such use, whether or not you have closed your account.

17. Transaction limits and restrictions

You agree that you won't use your card or electronic banking access methods to overdraw the balance in any linked accounts or exceed the unused portion of your credit under any pre-arranged credit arrangement (i.e. Visa Credit cards).

We:

- may set limits on the minimum and maximum transaction amounts on a daily or cumulative basis,
- may set restrictions on the use or processing of transactions (for example, processing cut off times),
- and will advise you of the transaction limits and/or restrictions on the use or processing of transactions at the time you apply for a card or access method or on the relevant system or equipment (e.g. our website or Online Banking).

For information on your daily card and access method limits, please see section 8.5(8) "Withdrawal and daily transaction limits".

18. Things outside of our control

We can't guarantee that merchants or ATMs displaying card signs or promotional material will accept our cards.

We do not accept any responsibility if a merchant, bank or other institution displaying card signs or promotional material, refuse to accept or honour our cards.

We are also not responsible for any defects in the goods and services you purchase through the use of your Visa card. Disputes about the quality of goods and/or services must be addressed to the supplier or merchant.

NOTE: We are not responsible or liable for any goods or services you purchase with your card. If you have a complaint about those goods or services, you must contact the merchant directly.

19. Cancelling your card or access services

You may cancel your card, telephone banking, Online Banking or BPAY at any time by letting us know in writing. If you do so, we'll immediately restrict your card or access services.

We may immediately restrict and/or cancel your card, access to telephone banking, Online Banking or BPAY without prior notice where this is necessary to restore or maintain the security of our systems, facilities or individual accounts, or to manage a material or immediate risk. In the case of a card, we may cancel it by capturing the card at any ATM.

NOTE: We may cancel any of your account access facilities for security reasons. Cancellation of your card will not take full effect immediately.

You will continue to be liable for any transaction amounts not yet processed on your Visa card for purchases made before the card is cancelled.

If you continue to carry out a transaction using telephone banking, Online Banking or BPAY, despite the cancellation of your access, you will be liable for that transaction.

20. When we'll terminate your card or access services

We'll terminate your card, access to electronic banking or BPAY when:

- we notify you that we have cancelled your card or your access method to the account with us,
- you close the last of your accounts with us to which the access card applies or has telephone banking, Online Banking or BPAY,
- you cease to be our customer, or
- you change the authorities governing the use of your account or accounts to which the card applies or has telephone banking, Online Banking or BPAY access (unless we agree otherwise).

In the case of an access card, we may require you to return or destroy the cancelled card.

21. Using BPAY

You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.

You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.

You can pay your bills using Online Banking or Telephone Banking or at any Qudos branch.

You may select to pay your bills on either the current date or on a future date.

21.1 What to give us when you make a BPAY transaction

You will need to provide the following accurate information so that we can process a BPAY payment:

- Biller code (printed on your bill near the BPAY logo),
- customer reference number (printed on your bill near the BPAY logo),
- details of the account from which you wish to make the payment,
- amount to be paid, and
- date on which the payment is to be paid (only if the user is scheduling a future payment with BPAY)

It is important that you give us all of the required information and it is accurate, otherwise we will be unable to complete your BPAY instructions.

Please note that a mistaken payment received by a biller does not discharge, all or in part, the underlying debt you owe that biller.

We will treat your BPAY payment instruction as valid if you use the correct access method.

All BPAY payments are given a receipt number immediately at the time of the transaction.

21.2 What happens if you enter incorrect information?

You must be careful to tell us the correct amount to be paid and let us know immediately if you make a mistake. If you tell us to make a payment and later you discover that:

an amount was not paid in accordance with your instructions	call 1300 747 747 and speak with our Call Centre
the amount you told us to pay was less than the required amount	you can make up the difference by making another BPAY payment
the amount you told us to pay was more than the required amount	you should call the biller and request a refund.
you have made any other mistake (i.e. the account, Biller code or customer reference number was incorrect)	call 1300 747 747 and speak with our Call Centre

We may ask you to give us a written consent addressed to the biller to investigate a mistaken BPAY transaction. If you don't give us that consent, the biller may not be legally required to give us the information we need to investigate or fix the mistaken BPAY payment.

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

21.3 Can I cancel a BPAY transaction?

You cannot stop any BPAY transaction (except for a future dated payment, see below) once you have entered the relevant data, and given the instruction to process the payment.

21.4 If you find any irregularities

Please contact us immediately on 1300 747 747, if you:

- become aware of any delays or mistakes in processing your BPAY payment,
- find an unauthorised BPAY payment made from your account, or
- think that you have been fraudulently induced to make a BPAY payment.

21.5 Processing BPAY payments

We'll attempt to make sure that your BPAY payments are processed promptly by BPAY participants, however you must tell us promptly 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.

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

All "pay now" transactions are debited to your account immediately. If a request is made after 3pm (Eastern Standard Time) on a business day or at any time on a weekend or public holiday, the payment will not be sent to the biller until the following business day.

A BPAY payment is treated as received by the biller:

- on the date of your instructions, if we receive your instructions by the cut off time on a banking business day (a day in Sydney or Melbourne when banks can effect settlements through the RBA), and
- or else, on the next banking business day.

Please note that a 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.

Delays may occur when 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 banking business day or after the cut off time on a banking 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:

- let you know as soon as reasonably possible,
- 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.

22. Future-dated payments and recovering them

Future BPAY, Autotransfer or direct debit payments (either “one-off” or “periodic”) can be scheduled at any time in advance of the date for payment. If you schedule a future payment, you should note:

- you must ensure there are sufficient available funds in your account(s) to cover any future-dated payments (and any other payments coming out of your account) on the due date,
- if there are insufficient cleared funds or credit, the 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 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 payment on or after that date, and
- we may stop future payment instructions at any time after giving written notice to you, or without notice at any time, after being informed by a payee that no further payment is required.

23. Regular payment arrangements

You should maintain a record of any regular payment arrangement (i.e. a direct debit) that you have entered into with a Merchant.

To change or cancel any regular payment arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.

Should your card details be changed (for example, if your Visa card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.

If your Visa card or your accounts with us are closed for any reason, you need to immediately contact the Merchant to change or cancel your regular payment arrangement (because the Merchant may stop providing the goods and/or services).

24. QSafe SMS verification

QSafe works by sending a unique code to your Australian mobile phone each time you request to make a new transfer or BPAY payment through electronic banking.

If you don't have a mobile phone, we'll let you know your unique code over your Australian telephone landline.

You can register for QSafe SMS under the 'Security' tab' in Online Banking. Just make sure your mobile number details are up to date in the 'My Details' tab.

There are no charges associated with QSafe SMS verification. If you are travelling overseas some costs may apply to use international roaming, please check with your service provider.

25. NPP and Osko

25.1 Overview of NPP and Osko

The NPP is new payments infrastructure that enables customers to make and receive real-time payments.

We subscribe to Osko under the BPAY Scheme. Osko is an overlay service that leverages the functionality of the NPP to provide payment services to participants.

This section 25 applies to NPP Payments made or received through a Qudos Bank account.

25.2 Making payments through NPP

Where you are making a payment from an Eligible NPP Account, (see those accounts referred to as being able to make and receive NPP Payments in the table in section 3 **“Account features at a glance”** we will attempt to send the payment via Osko. An Osko logo will appear on the confirmation page if the receiving account can accept Osko payments. If the receiving account does not accept Osko Payments but can accept other types of NPP Payments (such as SCT), we may send the payment as another NPP Payment type. If we can't send the payment through the NPP, we will then send the payment through Direct Entry (which can take up to 48 hours for the payment to be processed into the receiving account).

You should ensure that all information you provide in relation to any NPP Payment is correct as we will not be able to cancel an NPP Payment once it has been processed.

Where you make an NPP Payment using a credit or debit card, no 'chargeback' rights will be available in relation to the payment.

We may impose limits on the value of any NPP Payment, or the aggregate value of NPP Payments permitted over a particular period. These limits may be different from limits that apply to other payment types.

We may suspend your ability to make NPP Payments at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to Qudos Bank or you, including where we suspect that the service is being used or will be used for fraud. If we suspend your ability to make NPP Payments, we will endeavour to give you prior notice where reasonably practicable.

NOTE: We may suspend your ability to make payments through the NPP at any time if we reasonably believe it is necessary to prevent loss to you or us.

We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades. We may also suspend or limit the operation of the service where necessary to preserve the efficiency and integrity of the payment process.

The transaction limits that apply to external transfers in the table section 8.5(5) **“Withdrawal and daily transaction limits”**

25.3 Privacy and confidentiality

NOTE: We may disclose information about you to BPAY, BPAY's service providers and our service providers. That disclosure may be in a form that may enable those parties to identify you.

In order to provide you with NPP Payment services, we may need to disclose your Personal Information to BPAY, its service providers and our service providers. If we do not disclose your Personal Information as described, we will not be able to provide you with NPP Payment services.

Accordingly, you agree to our disclosing to BPAY, its service providers, our service providers and any other participants involved in the NPP such Personal Information relating to you as is necessary to facilitate the provision of NPP Payments to you.

26. PayTo

26.1 Creating a PayTo Payment Agreement

PayTo allows you to establish and authorise Payment Agreements with merchants or Payment Initiators who offer PayTo as a payment option.

If you elect to establish a Payment Agreement with a merchant or Payment Initiator that offers PayTo payment services, you will be required to provide that merchant or Payment Initiator with your personal information including your BSB and account number, or your PayID. You are responsible for ensuring the information you provide to the merchant or Payment Initiator is correct. Any personal information or data you provide to the merchant or Payment Initiator will be subject to their own privacy policy and terms and conditions.

Payment Agreements must be recorded in the Mandate Management Service before NPP Payments can be processed in accordance with them. The merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the

Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your account or PayID details. We will notify you of the creation of a Payment Agreement, and provide details of the merchant or Payment Initiator, the payment amount and payment frequency (if these are provided) to seek your confirmation of the Payment Agreement. You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be effective. If you decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.

We will only process payment instructions in connection with a Payment Agreement once you have confirmed the Payment Agreement and it is effective. Once the Payment Agreement is effective we will process payment instructions received from the merchant's or Payment Initiator's financial institution. We are not liable for any loss you or any other person may suffer as a result of our processing a payment instruction submitted under a Payment Agreement that you have confirmed.

Payment instructions may be submitted to us for processing immediately after you have confirmed the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you confirm them.

If a Payment Agreement requires your confirmation within a timeframe stipulated by the merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the merchant or Payment Initiator.

If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the Payment Agreement and contact the merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.

This section 26.1 does not apply to Migrated DDR Mandates.

26.2 Amending a Payment Agreement

Your Payment Agreement may be amended by the merchant or Payment Initiator from time to time, or by us on your instruction.

We will notify you of proposed amendments to a Payment Agreement requested by the merchant or Payment Initiator. Such amendments may include variation of the payment amount (if a fixed amount) or payment frequency. You may confirm or decline any amendment request presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be effective. If you decline, the amendment will not be made and the Payment Agreement will continue on existing terms.

If you do not confirm or decline an amendment request within 5 calendar days of it being sent to you, then the amendment request will be deemed to be declined.

If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the merchant or Payment Initiator.

Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.

Once a Payment Agreement has been established, you may instruct us to amend your name or transfer the Payment Agreement to another account you hold with us. If you wish to transfer the Payment Agreement to an account with another financial institution, you may, when available, give us a transfer instruction (see section 26.4 of these e-Conditions (“**Transferring your Payment Agreement**”). We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the merchant or Payment Initiator, or another party.

26.3 Pausing your Payment Agreement

You may instruct us to pause and resume your Payment Agreement. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. While the Payment Agreement is paused, we will not process payment instructions in connection with it. We are not liable for any loss that you or any other person may suffer as a result of you pausing a Payment Agreement.

Before pausing a Payment Agreement you should ensure this will not breach, or result in a breach of, any contract you have with the merchant or Payment Initiator.

A merchant or Payment Initiator may pause and resume a Payment Agreement to which you are a party. We are not obliged to notify you when a Payment Agreement is paused or resumed by a merchant or Payment Initiator. We are not liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the merchant or Payment Initiator.

26.4 Transferring your Payment Agreement

When available, you may ask us to initiate the transfer of a Payment Agreement to an account at another financial institution. We will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.

Your new financial institution will be responsible for obtaining your consent to transfer the Payment Agreement and for updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will only become effective upon being updated in the Mandate Management Service.

Until the transfer is completed, the Payment Agreement will remain linked to your account with us and payments under the Payment Agreement will continue to be made from your account with us. If the other financial institution does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your account with us.

When available, to transfer a Payment Agreement that you have with another financial institution to us, you will need to obtain a Transfer ID from that institution and provide it to us.

We will use reasonable endeavours to process the transfer within 14 calendar days. Not all Payment Agreements will be transferrable to us. If we are unable to complete a transfer, we will notify you and advise you of your options.

26.5 Cancelling your Payment Agreement

You may instruct us to cancel a Payment Agreement on your behalf. We will act on your instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or Payment Initiator's financial institution or payment processor of the cancellation. We are not liable for any loss that you or any other person may suffer as a result of cancelling a Payment Agreement.

You may remain liable to the merchant or Payment Initiator for payments that would otherwise have been paid under the Payment Agreement, including for any cancellation fees.

A merchant or Payment Initiator may cancel a Payment Agreement to which you are a party. We are not obliged to notify you when a Payment Agreement is cancelled by a merchant or Payment Initiator. We are not liable for any loss that you or any other person may suffer as a result of cancellation of your Payment Agreement by the merchant or Payment Initiator.

26.6 Migration of Direct Debit arrangements

A merchant or Payment Initiator who has an existing direct debit arrangement with you, may migrate it to a Payment Agreement, as a Migrated DDR Mandate. We are not obliged to notify you of a Migrated DDR Mandate initiated by a merchant or Payment Initiator. We will process instructions received from a merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

A Migrated DDR Mandate takes effect without your confirmation. If you do not consent to the migration of a direct debit arrangement you should contact the merchant or Payment Initiator.

A Migrated DDR Mandate has effect as a Payment Agreement. You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, and will receive notice of amendment, pause or resumption, or cancellation initiated by the merchant or Payment Initiator of your Migrated DDR Mandates, in the same manner as for other Payment Agreements.

26.7 General PayTo Provisions

1. A Payment Agreement can only be linked to an account that has the PayTo facility.
2. You must carefully consider any Payment Agreement creation request, or amendment request made in respect of a Payment Agreement, and promptly respond to such requests. We are not liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement.
3. You must notify us immediately if you no longer hold or have authority to operate the account from which a payment under a Payment Agreement has been or will be made.
4. You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason. We are not responsible for any loss that you suffer as a result of you not promptly responding to such a notification. We are not obliged to notify you if the merchant or Payment Initiator's financial institution or payment processor pauses a Payment Agreement for misuse, fraud or for any other reason.
5. You are responsible for complying with the terms of any agreement that you have with a merchant or Payment Initiator, including any termination notice periods. You are responsible for any loss that you suffer in connection with you cancelling or pausing a Payment Agreement, including for a breach of any agreement that you have with that merchant or Payment Initiator.
6. You are responsible for ensuring that you have sufficient funds in your account to meet the requirements of all your Payment Agreements. We are not responsible for any loss that you suffer as a result of your account having insufficient funds to meet a payment instruction under a Payment Agreement. See section 8.7 "**Overdrawn accounts**" for our rights if there are insufficient funds in your account.
7. If you receive a Payment Agreement creation request or become aware of payments being processed from your account that you are not expecting or experience any other activity that appears suspicious or erroneous, please report such activity to us immediately.
8. From time to time we may ask you to confirm that your Payment Agreements are accurate and up to date. You must promptly respond to any such request. Failure to respond may result in us pausing the Payment Agreements.
9. We recommend that you allow notifications from our Mobile Banking app to your smartphone to ensure that you're able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.
10. You are responsible for ensuring that: (i) all data you provide to us or to any merchant or Payment Initiator that subscribes to PayTo is accurate and up to date; (ii) you do not use PayTo to send threatening, harassing or offensive messages to the merchant, Payment Initiator or any other person; and (iii) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
11. All intellectual property, including but not limited to the PayTo trade marks and all documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with these terms and conditions.
12. Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:
 - (i) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
 - (ii) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
 - (iii) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and
 - (iv) your failure to use Our Intellectual Property in accordance with this agreement.

13. We may cancel or suspend your use of PayTo in accordance with our rights under section 19 of these e-Conditions (“**Cancelling your card or access services**”) or section 20 of these e-Conditions (“**When we’ll terminate your card or access services**”).
14. We may amend the terms and condition relating to PayTo in accordance with our rights under section 8.17 “**Changes to your account or our terms and conditions**”. If you do not accept our amendments, you may cease using PayTo.
15. You must comply with all applicable laws in connection with your use of PayTo.
16. We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.
17. We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action.
18. If you become aware of a payment being made from your account, that is not permitted under the terms of your Payment Agreement or that was not authorised by you, contact us immediately and submit a claim. We will promptly respond to all claims and if the claim is founded, we will refund your account. We are not liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement.
19. We may impose daily, or other periodic, limits on the value of payments that can be made using PayTo. These limits are set out in section 8.5(8) “**Withdrawal and daily transaction limits**”. We may reject any payment instructions from a merchant or Payment Initiator that will cause you to exceed any such limit. We are not liable for any loss that you or any other person may suffer as a result of us rejecting a payment instruction under this section.
20. If your Payment Agreement is linked to a PayID:
 - (a) transferring your PayID to another account (whether with us or another financial institution)] will not automatically transfer the Payment Agreement to that account, and payments under the linked Payment Agreement will fail (subject to paragraph (21) below);

- (b) closing your PayID will cause payments under the linked Payment Agreement to fail (subject to paragraph (21) below).
21. To ensure payments under a linked Payment Agreement continue after transferring or closing the PayID you will also need to either link the Payment Agreement to an account with us (see section 26.2 of these e-Conditions (“**Amending a Payment Agreement**”)) or, when available, transfer the Payment Agreement to another financial institution (see section 26.4 of these e-Conditions (“**Transferring your Payment Agreement**”)).

26.8 Privacy and PayTo

By confirming a Payment Agreement or permitting the creation of a Migrated DDR Mandate against your account with us, you acknowledge that you authorise us to collect, use and store your personal information and the details of your Payment Agreement or Migrated DDR Mandate in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your account.

26.9 Authority for PayTo Instructions

Your instructions in relation to a Payment Agreement must be provided in accordance with the account operating instructions for the account that is, or is intended to be, linked to the Payment Agreement. This includes instructions to confirm or decline a Payment Agreement or the merchant’s or Payment Initiator’s amendments to a Payment Agreement, or to amend, pause, resume, cancel or transfer a Payment Agreement. For example, instructions to confirm a Payment Agreement linked to a joint account operated on an ‘all to sign’ basis must be provided by all the joint holders.

