

Business Accounts and Payment Services

Terms and Conditions
and General Information.

Effective Date: 23 June 2017

This document contains the terms and conditions for:

- the St. George Bank business Accounts listed in Tables 1 and 2 in Section A, and
- the Payment Services identified in clause 1 of these terms and conditions, along with general information about our banking services (“Terms and Conditions”).

This document does not contain all of the terms and conditions that apply to the Accounts and Payment Services.

There are three parts to the terms and conditions for Accounts and Payment Services. These Terms and Conditions set out the features and benefits, terms and conditions that will apply to your Accounts and Payment Services. The additional terms and conditions are set out in the current versions of our:

- Business Accounts and Payment Services Fees and Charges and how to minimise them booklet; and
- Business Accounts Interest Rates at a glance flyer. Please read the terms and conditions carefully as they will help you to:
- decide whether a St. George Account or Payment Service will meet your needs; and
- compare the St. George Accounts and Payment Services to other bank accounts and other payment services you may be considering.

The products in this booklet are issued by St. George Bank - A Division of Westpac Banking Corporation
ABN 33 007 457 141 AFSL 233714.

You may contact us:

- by calling 133 800, 24 hours a day, 7 days a week
- by email: stgeorge@stgeorge.com.au
- by visiting our website: stgeorge.com.au
- by visiting any of our branches or agencies.

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Table 1 - Summary of the features and benefits of our Accounts

Account Features	Account Type			Land Agents/Brokers and Valuer's Trust Account and Solicitor's Trust Account ²
	Information	Freedom Business Account (Without Overdraft)	Business Cheque Account Plus ¹ and Freedom Business Account With Overdraft	
Minimum opening balance		\$1	\$1	\$1
Can open by phone		✓	✓	✓
Funds at call		✓	✓	✓
Overdraft facility option	Clause 18	✗	✓	✗
Statements	Clause 15	monthly	monthly	six-monthly
ATM mini transaction history		✓	✓	✗
Daily interest accrued on full balance	Clause 12	No	✓	✓
Interest paid ³	Clause 12	No	monthly	Interest is paid according to Trust Account Government legislation
Tiered interest rates	Clause 12	N/A	✓	✗

1. The terms and conditions, features and benefits of Business Maximiser with Overdraft and Commercial Overdraft are as described for the Business Cheque Account Plus in these Terms and Conditions. **2.** All features and benefits of a Land Agents/Brokers Valuers & Solicitor's Trust Account will be subject to the legal requirements of the specific legislation governing the Account. You must make sure that a feature or benefit is permitted by the legislation to be used on the Account and satisfy any pre-conditions. **3.** Interest is paid on the last day of the month.

Account Type				
Account Features	Information	Freedom Business Account (Without Overdraft)	Business Cheque Account Plus ¹ and Freedom Business Account With Overdraft	Land Agents/Brokers and Valuer's Trust Account and Solicitor's Trust Account ²
Business Visa Debit Card	Section G	✓	✓	X
St.George Freedom Card	Section G	✓	✓	X
Deposit Only Card		X	X	X
Business Banking Online	Section K	✓	✓	✓
Internet Banking	Section H	✓	✓	✓
Can this account be registered with PEXA? ³	Clause 25	X	X	✓
Phone Banking	Section H	✓	✓	✓
BPAY [®] Payment	Section I	✓	✓	✓
Periodical payments, direct debits and direct credits	Section J	✓	✓	✓
Cheque book	Section F	✓	✓	✓
Branch access		✓	✓	✓
Telegraphic transfer		✓	✓	X
Electronic agencies		✓	✓	X
Passbook		X	X	X

1. The terms and conditions, features and benefits of Business Maximiser with Overdraft and Commercial Overdraft are as described for the Business Cheque Account Plus in these Terms and Conditions.
2. All features and benefits of a Land Agents/Brokers Valuer's & Solicitor's Trust Account will be subject to the legal requirements of the specific legislation governing the Account. You must make sure that a feature or benefit is permitted by the legislation to be used on the Account and satisfy any pre-conditions. **3.** PEXA functionality subject to availability. Only holders of Solicitor's Trust Accounts and conveyancers with Land Agents/Brokers and Valuer's Trust Accounts can register their Account with PEXA.

Table 2 - Summary of the features and benefits of our Accounts that are no longer offered to customers as new accounts

Account Features	Account Type										Other Trust Account ⁵
	Information	Standby Account	Standard Business Cheque Account	Business Maximiser	Express Saver Account for Business	GST Provision Account	Commercial Money Market Account	Business Umbrella Investment Loan Account ³	Commercial Line of Credit ⁴		
Minimum continuing balance to avoid monthly account keeping fee		\$2,000	Nil	Nil	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Funds at call		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Overdraft facility option	Clause 18	✗	✓	✓	✗	✗	✓	✓	✓	✓	✗
Interest offset facility		✗	✗	✗	✗	✗	✗	✗	✗	✗	✗
Statements	Clause 15	monthly	monthly	monthly	six-monthly	monthly	monthly	monthly	monthly	monthly	monthly
ATM mini transaction history		✗	✓	✓	✗	✓	✓	✓	✓	✓	✗
Daily interest accrued on full balance	Clause 12	✓	✓	✓	✓	✓	✓ ²	✓	✓	✓	No
Interest paid ¹	Clause 12	monthly	monthly	monthly	monthly	Mar, June, Sept, Dec	monthly ²	Mar, June, Sept, Dec	monthly	monthly	N/A
Tiered interest rate	Clause 12	✓	✓	✓	✓	✓	✓	✓	✓	✓	N/A
Business Visa Debit Card	Section G	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗

Table continued next page

		Account Type									
Account Features	Information	Standby Account	Standard Business Cheque Account	Business Maximiser	Express Saver Account for Business	GST Provision Account	Commercial Money Market Account	Business Umbrella Investment Loan Account ³	Commercial Line of Credit ⁴	Other Trust Account ⁵	
St. George Freedom Card	Section G	✓	✓	✓	X	✓	X	✓	✓	X	
Deposit only card		X	X	X	X	X	X	X	X	X	
Business Banking Online	Section K	X	✓	✓	✓	✓	X	✓	✓	✓	
Internet Banking	Section H	X	✓	✓	✓	✓	X	✓	✓	✓	
Phone Banking	Section H	X	✓	✓	✓	✓	X	✓	✓	✓	
BPAY [®] Payment	Section I	X	✓	✓	X	✓	X	✓	✓	✓	
Periodical payments and direct debits	Section J	X	✓	✓	X	✓	✓	✓	✓	✓	
Direct Credits	Section J	X	✓	✓	✓	✓	✓	✓	✓	✓	
Cheque book	Section F	X	✓	✓	X	✓	X	✓	✓	✓	
Branch access		✓	✓	✓	X	✓	✓	✓	✓	✓	
Telegraphic transfer		X	✓	✓	✓	✓	✓	✓	✓	X	
Passbook		X	✓	X	X	X	X	X	X	X	
Can this account be registered with PEXA?	Clause 25	X	X	X	X	X	X	X	X	X	
Electronic agencies		Deposit Only	✓	✓	X	✓	X	✓	✓	X	

1. Interest is paid on the last day of the month. **2.** Interest is only paid if \$50,000 or more is maintained for the whole month. See clause 24. **3.** This document contains some of the terms and conditions which apply to the Account. Please refer to the loan terms and conditions for Business Umbrella Investment Loan Account for other terms and conditions that apply to the Account. **4.** This document contains some of the terms and conditions which apply to the Account. Please refer to the loan terms and conditions for the Commercial Line of Credit for other terms and conditions that apply to the Account. **5.** All features and benefits of an Other Trust Account will be subject to the legal requirements and the specific legislation governing the Account. You must make sure that a feature or benefit is permitted to be used on the Account and satisfy any pre-conditions.

Section B – Terms and Conditions that apply to all Accounts and all Payment Services

1 Important Words

Access Method means a method we authorise you to use to instruct us through Electronic Equipment to debit or credit an Account.

It comprises the use of one or more components including a Card, Card number, PIN, Internet and Phone Banking Security Number, Internet and Phone Banking Access Number or Internet Banking Password or combinations of these.

It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction;

Account means an account held by you with us listed in Tables 1 and 2 of Section A of these Terms and Conditions;

Additional Cardholder means any person to whom a Card has been issued at your request under Section G;

Alert Services mean the provision of information regarding your accounts by SMS (SMS Alert) or Email (Email Alert) or any other method of transmission as agreed between you and us to your Electronic Equipment provided for in Section L of these Terms and Conditions;

ATM means an Automated Teller Machine owned by us or someone else;

At Risk Transaction means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction;

Authority to Operate means a form with that general description which is available at any Branch;

Banking Business Day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

Banking Service means any Account or Payment Service to which the Terms and Conditions apply;

BPAY® means BPAY® Pty Ltd
ABN 69 079 137 518 of Level 4, 3 Rider Blvd,
Rhodes NSW 2138 Tel: (02) 9646 9222;

BPAY® Scheme means the scheme described in Section I;

Branch means any St.George, BankSA and Bank of Melbourne branch and any branch agency. A branch agency is a St.George agency at which deposits and withdrawals can be made;

Business Banking Online means a service we offer through the internet to enable you to receive information from us and to transmit an instruction file containing instructions for us to carry out funds transfers on your behalf to and/or from your Accounts or any other services offered;

Business Day means a day we are open for business, but does not include Saturday, Sunday or any public holiday;

Card means

- (a) any authorised card issued by us for your Account or which we allow you to link to your Account; and
- (b) includes any corresponding card that is loaded onto Electronic Equipment for the purpose of making a contactless transaction,

and, for the purpose of these terms and conditions, each of (a) and (b) are considered to be one and the same **Card**.

Cardlink Services Limited means Cardlink Services Limited ABN 60 003 311 644 of Level 4, 3 Rider Blvd, Rhodes NSW 2138 Tel: (02) 9646 9222;

Contactless terminal means a Terminal which can be used to make a Contactless transaction;

Contactless transaction means a purchase transaction made by holding a Card (which is capable of making a Contactless transaction) in front of a Contactless terminal without having to insert or swipe it;

EFT Account means an Account from or to which you can transfer funds through Electronic Equipment by use of an Access Method;

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

EFT System means the network of electronic systems used for the transmission of EFT Transactions;

EFT Transaction means a transfer of funds initiated by an instruction you give through Electronic Equipment using an Access Method to debit or credit an EFT Account;

Electronic Equipment includes a terminal, computer, television and telephone;

Email means electronic mail message;

Fees and Charges and how to minimise them booklet means the current Business Accounts and Payment Services Fees and Charges and how to minimise them booklet setting out the fees and charges payable by you when you perform a transaction using your Account or a Payment Service;

Financial Institution means any bank, building society or credit union;

Freedom Business Account With Overdraft means a Freedom Business Account with a formal overdraft facility on that Account (see clause 18 for more detail);

Freedom Business Account (without overdraft) means a Freedom Business Account without a formal overdraft facility attached to it under clause 18;

GST means any tax imposed on the supply of any goods, services, real or personal property or other similar things or similar tax;

Including or such as or for example, when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

Interest Rates flyer means the Business Accounts Interest Rates at a glance brochure setting out the interest rates that apply to an Account or any interest rate flyer we give you when you open your Account that sets out the interest rates that apply to an Account;

Internet and Phone Banking means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you to receive information and password from us and to transmit instructions to us electronically, in relation to an Account or other matters we specify;

Internet and Phone Banking Access Number means the number used in conjunction with the Internet and Phone Banking Security Number Password and Internet Banking Password to access Internet and Phone Banking;

Internet and Phone Banking Security Number means the personal identification security number used in conjunction with the Internet and Phone Banking Access Number and Internet Banking Password to access Internet and Phone Banking;

Internet Banking means the internet banking service offered by St. George;

Internet Banking Password means the password you select for use in conjunction with the Internet and Phone Banking Access Number and the Internet and Phone Banking Security Number to access Internet Banking;

Merchant means a supplier of goods or services purchased by use of a Card;

Password means the password or number used in conjunction with your Account and which is not a PIN;

Payment Cut-Off Time means, with respect to a Banking Business Day, the time specified in clause 54 for that day;

Payment Service includes any of the following services offered by us:

- Card
- Internet Banking
- Phone Banking
- personal cheque
- periodical payment
- direct debit
- BPAY® Payment;

PEXA means Property Exchange Australia Limited ABN 92 140 677 792;

PEXA Withdrawal has the meaning given in clause 25.2(a);

PEXA Withdrawal Authoriser has the meaning given in clause 25.2(b);

Phone Banking means the telephone banking service offered by St.George;

PIN means a personal identification number used in conjunction with a Card;

Related Entity means a company owned by us;

Scheduled Payment means a BPAY® Payment, a third party payment or a funds transfer you request us to make at a later date;

Secure Code means a randomly generated code that we send to you to authenticate each At Risk Transaction. The Secure Code is sent to your Australian mobile phone by SMS or landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number;

Secure Code Service means our method of Two Factor Authentication where we send you a Secure Code to authenticate an At Risk Transaction performed by you using Internet Banking;

Small Business means a business having:

- (a) less than 100 full-time (or equivalent) people, if the business is or includes the manufacture of goods; or

- (b) in any other case, less than 20 full-time (or equivalent) people,
but does not include a business that obtains an Account or Payment Service for use in connection with a business that does not meet the elements in (a) or (b) above;

Terminal means an electronic device (including an ATM, cash dispenser unit, point-of-sale terminal, Contactless terminal, or any other electronic funds transfer device) in which a Card may be used to operate an Account, but does not include Internet and Phone Banking or Business Banking Online;

Terms and Conditions means the terms and conditions set out in this booklet, the Fees and Charges and how to minimise them booklet and the Interest Rates flyer.

Third Party Payments include:

- (a) a payment made to a third party; and
(b) a payment made to an account, in the name of the person authorising the payment, at another Financial Institution;

Two Factor Authentication means a security authentication process in which a customer provides a financial institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the financial institution to the customer's physical device, e.g. a mobile phone or a landline phone;

we or us or St.George or St.George Bank or the Bank means St.George Bank – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its successors and assigns;

you means the Account holder in relation to an Account and the user of a Payment Service in relation to a Payment Service.

2 About the Terms and Conditions

- 2.1 The Terms and Conditions sets out all the terms and conditions that govern:
- (a) the Accounts; and
 - (b) any Payment Service listed in Tables 1 and 2 above provided by us to you;
- but will not apply to the extent that these Terms and Conditions are inconsistent with or expressly overridden by the terms and conditions of the credit contract, if any, relating to an Account.
- 2.2 You should carefully read the Terms and Conditions and any other terms and conditions we give you that we inform you apply to your Account or Payment Service.
- 2.3 If you are an individual or a Small Business, the relevant provisions of the Code of Banking Practice will apply to the Account or Payment Service we make available to you.
- 2.4 If any other information about an Account or a Payment Service is made available, it may be accessed by calling 13 38 00, 24 hours a day, seven days a week, by emailing us at stgeorge@stgeorge.com.au or by visiting our website: stgeorge.com.au.

3 Changes to the Terms and Conditions

- 3.1 The Terms and Conditions can be changed by us at any time if we change it in accordance with any applicable law.
- 3.2 We will notify you of:
- (a) any change to any of the matters specified in the Terms and Conditions; and
 - (b) any event that affects any of the matters specified in the Terms and Conditions, in accordance with clause 3.3.
- 3.3 The following table sets out when and how we will notify you about certain changes or events:

Type of change	Timeframe
Introducing a new fee	30 days in advance
Increasing an existing fee	30 days in advance
Change in the way interest is calculated, charged or paid to the Account	30 days in advance
Government charges	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body
Change to how and when deposits may be made	On or in advance of the date of the change
Change to the how and when withdrawals may be made from the Account	On or in advance of the date of the change
Change to any term or condition necessary or desirable to comply with or reflect any law, regulator guidance or requirement, or decision of a court or other dispute resolution process	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body
Change to any term or condition where the change reflects changes to our business or technological systems or processes, where we reasonably consider the change to be beneficial to you, or where the change is administrative or corrects a mistake or omission	On or in advance of the date of the change
Change to any term or condition in any circumstance where it is reasonably necessary to protect our legitimate interests	On or in advance of the date of the change

3.4 We will notify you in one of the following ways:

- (a) in writing. We may write to you directly or notify you in the media, depending on the change to the Terms and Conditions; or
- (b) electronically (if you agree); or
- (c) in any other way agreed to by you; or
- (d) by notifying your agent in any way agreed to by the agent.

- 3.5 If we need to give you written notice, we will regard that notice as given to you 6 Business Days after we post it by ordinary mail to the mailing address we have last recorded. If you change your address and don't tell us, you will be considered to be notified if we write to the old address.
- 3.6 If the Account is a joint Account and all Account holders live at the same address, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving notices from us under this clause. This means that only one notice will be sent for the Account.
- 3.7 If the Government introduces or changes a Government charge payable directly or indirectly by you, you agree to receiving notice in the media or in writing.
- 3.8 If you agree, we may use electronic means to communicate with you.
- For example, sending you electronic statements, written notices or other communications about our products and services.
- 3.9 We need not give you any notice where a change has to be made to maintain or restore the security of our systems or an Account or where you cannot reasonably be located.

4 Your privacy

- 4.1 When you apply for an Account or Payment Service from us, the application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information in relation to the particular Account or Payment Service.
- 4.2 We handle your personal information in accordance with the privacy statement in the application form for the Account or Payment Service applied for or our privacy brochure, entitled "Protecting Your Privacy". You can

obtain a copy of the brochure by asking at any Branch or by calling 13 38 00. Our privacy policy is also available by visiting our website at: stgeorge.com.au

- 4.3 You agree that we may disclose information about you in those cases where the *Privacy Act 1988* (Cwlth) permits disclosure of such information.
- 4.4 If your Account is in more than one person's name or if there are Additional Cardholders, you agree that each person may use the Account and have access to information about the Account without your or any Additional Cardholder's consent.
- 4.5 On a written request by you, we will provide you with our record of your address, occupation, marital status, age, sex, Accounts with us and statements relating to those Accounts. We may charge you our reasonable costs of supplying this information. Any fee is shown in the Fees and Charges and how to minimise them booklet. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.
- 4.6 You must promptly inform us of any change of name or address.
- 4.7 We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please call us on 13 38 00 or visit any of our branches if you do not wish to receive marketing communications from us.

"Westpac Group" means Westpac Banking Corporation and its related bodies corporate.

4.8 We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 663 738 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

*Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative

5 Security and permitted disclosure of an Internet Banking Password, a PIN, Password or Internet and Phone Banking Security Number

- 5.1 For your own security against loss, you should safeguard any payment instruments that relate to your Account such as cheques or Cards, and any Internet Banking Password, PIN, Password or Internet and Phone Banking Security Number or Internet and Phone Banking Access Number relating to a payment instrument. Further information about security is set out in Section C (Passwords), Section G (for Cards and PINs) and Section H (for Internet and Phone Banking Access Methods).
- 5.2 If you want a third party to collect information about your Accounts from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your PIN, Internet Banking Password, Internet and Phone Banking Security Number or Internet and Phone Banking Access Number to that third party. Before doing so you must check that the third party is approved by us. We will not treat the disclosure of your PIN, Internet Banking Password, Internet and Phone Banking Security Number or Internet and Phone Banking Access Number to a third party we have approved as a breach by you of the Terms and Conditions applying to your Accounts and Payment Services.

6 Problems, Disputes and Complaints

- 6.1 If you believe an error has been made, please notify us by contacting your nearest Branch. We will correct any error that is found to be ours as soon as possible.
- 6.2 If you have a problem or complaint about a Banking Service, you should speak to our Customer Service personnel. You can do this by:

- (a) contacting the Branch where the problem arose; or
 - (b) phoning the General Customer Enquiries phone number listed on the outside of the back cover of these Terms and Conditions.
- 6.3 To assist us in resolving your problem or complaint, you should:
- (a) report it promptly;
 - (b) state clearly the nature of the problem or your particular grievance; and
 - (c) have available all documents and background information.

Disputes

- 6.4 If the matter is not resolved to your immediate satisfaction, you can follow the complaints procedures set out below. Please also refer to our "Customer Satisfaction" brochure for further information about disputes. It is available at any of our Branches.

Complaints

- 6.5 If you have a credit contract relating to the Account, you may also have rights regarding disputes under the National Credit Code which are not referred to below. Further information about these rights may be obtained by:
- (a) phoning the General Customer Enquiries phone number listed on the outside of the back cover of these Terms and Conditions;
 - (b) referring to our "Customer Satisfaction" brochure; or
 - (c) contacting the Australian Securities and Investments Commission.
- 6.6 You can lodge a complaint at any of our Branches, by telephone, or write to the Senior Manager, Customer Relations. The relevant details are set out on the outside of the back cover of these Terms and Conditions.

- 6.7 If we do not immediately resolve your complaint to your satisfaction, we will advise you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 6.8 If it is unclear whether you have contributed to any loss that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a transaction occurring. The fact that your Account has been accessed with the correct Access Methods, whilst significant, will not be conclusive evidence that you have contributed to any loss.
- 6.9 We will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT System (such as a retailer or a Merchant). Where we have been notified by another party to the shared EFT System, or form the view that a transaction has been debited or credited incorrectly to your Account, we will investigate. We will make any corrections to your Account we consider appropriate in the circumstances. Any correction will be included in your next statement. We will also notify you as soon as practicable after reversing an incorrect credit.
- 6.10 If you request, we will provide you with further details about any correction shown on your Account statement.
- 6.11 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. Unless there are exceptional circumstances, we will complete our investigation within 45 days.

- 6.12 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.
- 6.13 We will inform you in writing of our decision relating to an EFT Transaction dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute, unless we agree with you that the notice can be given verbally.
- 6.14 The next available step is the Financial Ombudsman Service (FOS). This is a free, external and independent process for resolving disputes between banks and customers, provided the FOS has the power to deal with your dispute. The address and phone number of the FOS are listed on the outside of the back cover of these Terms and Conditions. In addition, if your complaint relates to the way we handle your personal information, then you have the right to complain to the Office of the Australian Information Commissioner, please refer to "Protecting Your Privacy" brochure discussed in clause 4.2 for further information.
- 6.15 If, in relation to an EFT Transaction, we fail to observe these Terms and Conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.

- 6.16 If you have a complaint which relates to the BPAY® Scheme, and you are not an individual or Small Business, then we will resolve your dispute in accordance with dispute resolution procedures established under the BPAY® Scheme.
- 6.17 There are other external avenues for dealing with disputes. Your State or Territory Government has a consumer rights protection agency such as the Department of Consumer Affairs.
- 6.18 In some circumstances, card scheme rules allow us to charge a transaction on the Account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the Account. If it is available, we will claim a chargeback right for a transaction on your Account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback,

within 30 days after the date of the statement on which the transaction is recorded.

Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

7 Trade practices

Nothing in these Terms and Conditions has the effect of excluding, restricting or modifying any rights which by law cannot be excluded, restricted or modified.

7A Appropriate use of our services

You warrant that your use of the services we provide will not breach any law of Australia or any other country.

Where we consider it necessary for us to meet our regulatory and compliance obligations:

- (a) you must provide us with any information we reasonably request;
- (b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the Westpac Group; and
- (c) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

8 Agencies

We may offer a range of Banking Services through agents appointed by the Bank to provide such services. The full range of Banking Services provided by us may not be available through any such agent. Please contact our Customer Service Centre if you require further information.

We may pay commissions and make payments to agents in relation to the banking services they perform under this clause.

9 GST

- 9.1 We tell you if any fees we charge you are GST inclusive.
- 9.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 9.3 We will tell you of any additional GST amount you must make on a payment.

10 Taxation implications

Interest earned on an Account is taxable. As the circumstances of each customer are different, we encourage you to seek independent tax advice.

Section C – Terms and Conditions that apply to all Accounts

11 Opening an Account

- 11.1 When you open an Account with us you will need to provide any information we reasonably request about you and information necessary to enable identification of signatories. We may charge you a fee for opening an Account. Please refer to the Fees and Charges and how to minimise them booklet.
- 11.2 When you open an interest bearing Account with us you may quote us your Tax File Number (TFN) or an exemption, if one applies. Collection of TFNs by us is authorised by the tax law. Quotation is not compulsory, but tax may be taken out of your interest if you do not quote your TFN or an exemption.
- 11.3 General descriptive information about TFNs is in Section M of these Terms and Conditions.

12 Interest

- 12.1 Interest on credit balances is not payable by us on a Freedom Business Account (without overdraft) and on Other Trust Accounts.

Clause 25 specifies how interest is paid on credit balances for Land Agents/Brokers and Valuer's Trust Accounts and Solicitor's Trust Accounts.

The remainder of this clause 12 does not apply to those accounts.

- 12.2 The current interest rate on credit balances in your Account is set out in the Interest Rates flyer. You can obtain a copy of the Interest Rates flyer on request from any of our Branches, by phoning the General Customer Enquiries phone number listed on the outside of the back cover of these Terms and Conditions, or by visiting our website: stgeorge.com.au

- 12.3 Interest is calculated daily on the balance of the Account at the end of each day, including the day of deposit but excluding the day of withdrawal. Interest is credited to your Account at the end of the months indicated in Tables 1 and 2 of Section A. Any interest credited to your Account is available for your use on the next Banking Business Day after it has been credited to the Account.
- 12.4 We may change the interest rate on an Account at any time. We will notify you in the media of any changes to the interest rate in accordance with clause 3.
- 12.5 Tables 1 and 2 of Section A indicate those Accounts that have tiered interest rates. If you open an Account that has tiered interest rates, the interest rate for the Account may change depending on the new balance in the Account.

The current interest rates that apply for different balances are set out in the Interest Rates flyer. We may change the interest rate that applies to a balance at any time. The new interest rate will apply automatically when your balance changes. The interest is calculated and paid in accordance with clause 12.3.

13 Fees and Charges

- 13.1 The Fees and Charges and how to minimise them booklet shows current fees and charges (including Government charges) on Accounts. You can get a copy of the Fees and Charges and how to minimise them booklet from a Branch, by phoning the General Customer Enquiries number listed on the outside of the back cover of these Terms and Conditions, or by visiting our website: stgeorge.com.au.
- 13.2 We may debit any fees and charges payable under these Terms and Conditions and any reasonable expenses we incur in enforcing this agreement to the Account in relation to which they are charged.

- 13.3 From time to time, we may waive fees normally payable on your Account. We will tell you the period for which any fee waiver applies.
- 13.4 We may vary the fees and charges payable on your Account and introduce new fees and charges to your Account. If we do so, we will notify you in accordance with clause 3. Please refer to the Fees and Charges and how to minimise them booklet.

14 Adjustment of debits and credits to your Account

- 14.1 We credit payments to your Account as soon as practicable after we receive them. This is not necessarily the same day that we receive payment. We do not debit your Account earlier than the date on which the relevant transaction occurs.
- 14.2 We may subsequently adjust debits and credits to the Account, and the balance on your Account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a deposited cheque or a direct entry payment is dishonoured). If we do this we may make consequential changes (including to the interest on the Account).

15 Statement of Account

- 15.1 We will send you a statement of Account for your Account unless:
- (a) some other form of recording transactions is agreed (such as Internet); or
 - (b) you request us not to send you a statement and we are not required by law to do so.

- 15.2 If we send you statements of Account, we will send them as frequently as agreed between you and us. In any case, we will send them at least every 6 months. If you want more frequent statements, you may request this from us by contacting one of our Branches or phoning the General Customer Enquiries number on the outside of the back cover of these Terms and Conditions. A fee may apply if you ask for and receive more than one statement in a calendar month. Please refer to the Fees and Charges and how to minimise them booklet.
- 15.3 Copies of statements of Account are also available on request. You will be charged a fee for a copy of a statement provided on request. Please refer to the Fees and Charges and how to minimise them booklet.
- 15.4 We will send the statement of Account to you in one of the following ways:
- (a) in writing;
 - (b) electronically (if you agree);
 - (c) in any other way agreed to by you; or
 - (d) by notifying your agent in any way agreed to by the agent.
- 15.5 If you are a joint Account holder living at the same address as another joint Account holder of the same Account, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving the statement of Account. This means that only one statement of Account will be sent for the Account. If joint Account holders live at different addresses notified to us, on request we will send statements to up to two different addresses.
- 15.6 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. Any credit made in error to your Account must be returned to us as soon as possible.

We will debit your Account for that amount even if it will result in your Account being overdrawn and if necessary take recovery proceedings against you.

15.7 Records of recent transactions on your Account may be available at Branches, from some of our ATMs, Internet and Phone Banking or by phoning the General Customer Enquiries number listed on the outside of the back cover of these Terms and Conditions.

15.8 In some circumstances, card scheme rules allow us to charge a Business Visa Debit Card transaction back to the Merchant with whom you made the transaction. We will claim a chargeback right (if the right is available) for a Business Visa Debit Card transaction if:

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

Otherwise, any chargeback right we have under card scheme rules may be lost.

We cannot claim a right of chargeback if the right does not exist. For example, a right of chargeback does not exist in relation to BPAY® payments from your Account. Otherwise, card scheme rules prevent us from disclosing details of when a chargeback is or is not available to us.

Any chargeback we may have under card scheme rules may be lost if you do not:

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

16 Deposits

- 16.1 Some Accounts require a minimum opening deposit. The details are in Table 1 in Section A of these Terms and Conditions.
- 16.2 A cheque deposited to an Account is not available for withdrawal until cleared. We may refuse to accept any cheque for deposit in our absolute discretion. Normal clearance times on deposits are shown in the Fees and Charges and how to minimise them booklet. If the cheque is deposited through one of our agents, the clearance time may be longer.
- 16.3 You may request us to specially clear a cheque you have deposited. We may at our discretion agree to specially clear the cheque. An estimate of the time it will take will be given on request. All clearance times are at our discretion. We may charge you a fee for a special clearance. Please refer to the Fees and Charges and how to minimise them booklet.
- 16.4 We may charge you a fee if a cheque deposited to your Account is dishonoured. Please refer to the Fees and Charges and how to minimise them booklet.
- 16.5 If you deposit a cheque or other item ("a foreign item") drawn in Australian dollars on an overseas Financial Institution or drawn in a foreign currency, our encashment, negotiation or collection of the foreign item is subject to further terms and conditions. We will make those terms and conditions available to you on your request at any of our branches and when you wish to deposit a foreign item to your Account.

The terms and conditions applying to our encashing, negotiating or collecting of a foreign item you deposit to your Account include (along with other terms) that:

- (a) the proceeds of the foreign item will not be available for withdrawal until 30 days after the date of the deposit. The foreign item may not be cleared, even if we allow you to withdraw against the proceeds of the foreign item; and
- (b) the foreign item may be dishonoured at anytime even after you withdraw against the proceeds of the item.

If a foreign item is dishonoured, we debit the amount of the foreign item to your Account. We apply the exchange rate at the date we are notified of the dishonour to work out the Australian dollar equivalent of the foreign item amount. This may mean that the amount debited to your Account is greater than the amount we credited to your Account when you deposited the foreign item. Please refer to clause 17.4 for more information about withdrawing an amount from uncleared funds.

- 16.6 We will decide the order in which payments will be made from any deposit to your Account (for instance, interest, fees and charges, periodical payments, etc).
- 16.7 We accept large deposits of coin, if they are counted and wrapped. We may accept other deposits of coin, but may ask you to call at a time convenient to the Branch. We may charge you a fee when we accept deposits of coin. Please refer to the Fees and Charges and how to minimise them booklet. Large deposits of coins cannot be left at the Branch for counting in your absence.
- 16.8 In some cases, other Financial Institutions will accept deposits of cheques or cash for the credit of an Account with us. We recommend that you not make deposits to your Account at other Financial Institutions. We rely on the other Financial Institution to inform us that any cheque you deposit is presented and if the cheque is dishonoured. This is why clearance times for these cheques are significantly longer.

The other Financial Institution does not tell us whether you deposit cheques or cash. So, cash deposits at other Financial Institutions take as long to clear as cheque deposits.

- 16.9 Deposit envelopes from St. George ATMs are opened and the contents are verified by our staff. If the envelope contents differ from the amount recorded by the Terminal as having been deposited, we correct the error and tell you as soon as possible about the difference and the actual amount which has been credited to your Account.
- 16.10 You may make deposits through certain St. George ATMs. Deposits lodged in an ATM are not available for withdrawal until we verify the deposit and credit it to your Account. A deposit at an ATM is at your risk until the deposit is received by the ATM. Coins are not accepted for deposit.
- 16.11 You can make deposits by posting a cheque to our address on your Account statement.

17 Withdrawals

- 17.1 We may not allow a withdrawal unless we have proof of identity of the person making the withdrawal which is acceptable to us. By authorising any person to make a withdrawal from your Account, you consent to us giving that person information about your Account, including the balance of the Account.
- 17.2 We may limit cash withdrawals from your Account at a Branch to a maximum of \$5,000 a day (including Terminal withdrawals) for business Accounts. If you require a larger amount you must give 2 working days notice to the Branch where you wish to withdraw the amount.
- 17.3 See clause 38 for further discussion on withdrawal limits at Terminals.

- 17.4 You should be careful to make withdrawals only against the cleared funds in your Account. If you do withdraw an amount from uncleared funds and the funds are not cleared afterwards (for example, if a cheque deposited to your Account is dishonoured), you may overdraw your Account. From time to time, we may allow you to overdraw your Account. We have no obligation to do so.
- 17.5 If we do allow you to overdraw your Account, we may charge you a fee (please refer to the Fees and Charges and how to minimise them booklet) and you agree to pay us interest on the amount overdrawn at the rate specified by us from time to time (please refer to clause 18.2). You must repay the overdrawn amount immediately without further demand from us. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you.
- 17.6 If you have a Business Cheque Account, and if you purchase shares or other securities online using the **directshares** facility (“**directshares** facility”) supplied by ETRADE Australia Securities Limited (“ETRADE Australia”) ABN 93 078 174 973, under the **directshares** facility terms you authorise us to place a hold on an amount (“the share purchase amount”) in your Account equal to the amount you must pay ETRADE Australia to settle the purchase. We reduce the amount of funds available in your Account by the share purchase amount from the time we are notified by ETRADE Australia of the share purchase amount. The share purchase amount is then debited from your Account when ETRADE Australia draws the share purchase amount under the direct debit authority you gave ETRADE Australia.

18 Overdrafts

- 18.1 If you want a formal overdraft facility on your Account, you must apply for it. We will determine your application based on our normal lending criteria. A fee applies for each approved overdraft facility. Please refer to the Fees and Charges and how to minimise them booklet.
- 18.2 Interest is payable on any overdraft which arises when you obtain credit from us without our prior agreement. The interest rate will be the current applicable rate charged by us. The current rate can be obtained on request from any of our Branches or by telephoning the General Customer Enquiries listed on the outside of the back cover of these Terms and Conditions. We calculate interest charges on the daily overdrawn balance at the overdraft rate applying that day. Interest charges for overdrawn balances accrue daily and are debited to your Account in arrears at the end of each month in which they accrue. If you obtain credit from us without prior agreement, unless we agree otherwise, you must immediately repay that credit. We may also charge a fee for overdrawing. Please refer to the Fees and Charges and how to minimise them booklet.

Overdrafts on Freedom Business Accounts

- 18.3 If you obtain a Freedom Business Account With Overdraft under clause 18.1 **the features, fees and charges applying to your Freedom Business Account will automatically change as soon as we approve your overdraft facility application, to the features, fees and charges of the Business Cheque Account Plus.** Please refer to pages 8 and 9 of this booklet and the Fees and Charges and how to minimise them booklet for more details.

19 Account Combination

19.1 You acknowledge our right at law any time without notice to you to set off or combine any of the balance of your Account with the balance of another of your Accounts, unless:

- (a) the Accounts are not held by the same person or persons; or
- (b) we know that the Accounts are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

19.2 We will give you notice promptly after we combine your Accounts.

19.3 If you overdraw your Account, we do not have to set off the amount overdrawn against any credit balance in another of your Accounts.

When the Bank may prevent access to funds in your Account

Further to any term contained in this booklet, if we reasonably believe your Account receives a mistaken payment or we reasonably believe you are not entitled to funds in your Account then we may:

- withdraw funds from your Account; or
- prevent you from withdrawing funds.

20 Joint Accounts

20.1 The credit balance of a joint Account is held jointly by all Account holders. This means that each Account holder has the right to all of the balance, jointly with the other Account holders.

20.2 If a joint Account holder dies, the remaining Account holder holds the credit balance and if there is more than one, those remaining Account holders hold the credit balance jointly.

- 20.3 Joint Account holders must sign an Authority to Operate form available at any of our Branches. (please refer to clause 21). Joint Account holders may authorise any one Authorised Signatory to operate the Account or they may require one or more Authorised Signatories acting together to operate the Account. Joint Account holders may vary these instructions in writing from time to time. Also, if we are made aware of any dispute on a joint Account, we may decide to only permit operations on the Account if all joint Account holders sign.
- 20.4 The liability of Account holders under an Account held in joint names is joint and several. This means each and all of the Account holders are liable for the whole of the debit balance on the Account. We can sue all or any of the Account holders for an amount owing on the Account.
- 20.5 We may accept a cheque into a joint Account which is payable to any one or more of the joint Account holders or partners of a partnership.
- 20.6 Where a Card has been issued, any of you may operate the Account on your own and if the Account also has cheque access you cannot require that cheques have more than one signature.
- 20.7 Where the Account has cheque access and a Card has not been issued, you may nominate one or more of you as being required to sign cheques. Where you have Internet and Phone Banking access, only one customer can sign.

21 Authority to Operate

- 21.1 You may nominate a person to operate on your Account by duly completing an "Authority to Operate" form.
- 21.2 By signing an Authority to Operate form, you instruct us to allow a person to be authorised to operate on your Account and to conduct any transactions on the Account that you could, including:

- (a) signing and cancelling cheques;
- (b) making withdrawals;
- (c) authorising periodical payments and direct debits; and
- (d) using Electronic Equipment and other Access Methods to access your Account, except when you access your Accounts through Business Banking Online. When you apply for Business Banking Online you will establish authorities to operate for when you use Business Banking Online to access Accounts.

21.3 If a Card is issued on an Account or an Access Method may be used on an Account, the method of operation for the Account will be any Account holder or signatory to sign. Please also refer to Section H in relation to Internet and Phone Banking access to an EFT Account which requires two or more to sign.

21.4 An Authority to Operate will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us (this may take up to 2 Business Days). Notice of cancellation must be signed by all surviving Account holders. We may require a new Authority to Operate before we allow further operation on the Account.

21.5 If there is a dispute notified to us about an Authority to Operate or the owner or owners of an Account, we may refuse to allow operation on the Account until all parties concerned have signed the necessary authority.

21.6 We will not allow a person to operate on an Account until his or her identity has been verified in accordance with our procedures.

21.7 You are liable to pay for (or to repay) any credit provided to any person authorised to operate on your Account. Your Account will be debited with all transactions made on your Account by a person authorised to operate on your Account. Accordingly, you are responsible for all these transactions as if you had made them yourself.

21.8 You consent to us giving any person authorised to operate on your Account, information about your Account.

22 Closing an Account

22.1 We may, acting reasonably, cancel your Card or unused cheques or close your Account at any time. We will give you reasonable notice and repay you the amount of any credit balance if we close your Account. Without limiting the reasons why we may do so, this may happen if:

(a) we reasonably consider you have induced us to issue any Card or cheque by fraud; or

(b) we believe your Card is, or cheques are, being used in a way that may cause loss to you or us; or

(c) the Account becomes inactive or has a nil balance.

22.2 We will close an Account of yours that is in credit on request by you.

22.3 If you close all your Accounts, any unused cheques, or Cards authorised for use on any of your Accounts must be returned to us unless in the case of a Card it is authorised for use on another person's Account.

23 Passwords

23.1 You may choose a Password for your Account. You may need to use this Password to verify your identity at a Branch or when making phone enquiries. We can refuse to allow you

to access your Account if you cannot supply a Password. We strongly recommend that you select a Password that you can remember without needing to make a written record.

If you wish to change your Password you will need to call into one of our Branches or ask us in writing to do so.

23.2 The security of your Password is very important. You must not disclose your Password to any other person or record it in any manner that would indicate to any other person that it is your Password.

23.3 If you require a memory aid to recall your Password you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised Password on your Card;
- (b) not to describe your disguised record as a "Password record" or similar;
- (c) not to disguise your Password using alphabetical characters or numbers:
A=1, B=2, C=3, etc;
- (d) not to select or disguise your Password using any of the following combinations (or parts of them):
 - (i) dates of birth
 - (ii) family members' names.
- (e) not to store your Password in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators
 - (ii) personal computers
 - (iii) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Password. You must exercise extreme care if you decide to record a memory aid for your Password.

- 23.4 You must tell us as soon as possible if you become aware of the loss, theft or misuse of your Password or a record of the Password, or if you suspect that the Password has become known to another person. You may notify us by telephoning our 24 hour hotline on the back of these Terms and Conditions. You will need to give us all relevant information you may have. You must confirm in writing any notice you give us by telephone.
- 23.5 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 23.6 If you are unable to report to us because our facilities are unavailable please tell us within a reasonable time.
- 23.7 If your Account is only used for business purposes, you may wish to give your Password to other people (such as an authorised employee) so they can use the Account. However, you should be careful not to let an unauthorised person know the Password. Anyone who knows your Password can have access to your Account (for example, to order cheques or to make phone enquiries). You should keep a record of who knows the Password and change the Password if the need arises (for example, if an employee who knows the Password leaves the business).

Section D – Additional Terms and Conditions that apply to Commercial Money Market Account, Land Agents/Brokers and Valuer’s and Solicitor’s Trust Account, Other Trust Account and Express Saver Account for Business

24 Commercial Money Market Account

24.1 The following Terms and Conditions apply if you have a Commercial Money Market Account with us. If there is any inconsistency between a term or condition in this clause and in the rest of the Terms and Conditions, the Terms and Conditions in this clause prevail:

- (a) No interest is paid if the balance falls below \$50,000 at any time during the month.
- (b) Withdrawals by bank cheque are only permitted over the counter at our Branches.
- (c) You are permitted to transfer nominated amounts to nominated Accounts held by us on the Commercial Money Market Account authority.

25 Land Agents/Brokers and Valuer’s and Solicitor’s Trust Account

25.1 The following terms and conditions apply if you have a Land Agents/Brokers and Valuer’s Trust Account or Solicitor’s Trust Account with us. If there is any inconsistency between a term or condition in this clause and in the rest of the terms and conditions, the terms and conditions in this clause prevail:

- (a) The Land Agents/Brokers and Valuer's Trust Account is an Account for any real estate agent who requires a trust account that meets the statutory requirements of trust account in the State where the real estate agent operates. The number and type of Accounts required for a Land Agents/Brokers and Valuer's Trust Account varies between each State.
- (b) The Solicitor's Trust Account is an account for any solicitor who requires a trust account that meets the statutory requirements of trust account in the State where the solicitor practices. The number and type of accounts required for a Solicitor's Trust Account varies between each State.
- (c) A Land Agents/Brokers and Valuer's Trust Account and Solicitor's Trust Account will be opened in your firm and/or company name with the title "Trust Account" or as specified in the relevant legislation.
- (d) If you are a Solicitor, Real Estate Agent or other professional with a regulated trust account, you must nominate another Account from which we will debit fees and charges payable in relation to the Land Agents/Brokers and Valuer's Trust Account or Solicitor's Trust Account. Any interest paid on the Account will be paid to the appropriate governing body at the prescribed rate. Please refer to the Interest Rates Brochure.
- (e) You must not issue any instruction to us, or any other person, which would cause a Land Agents/Brokers and Valuer's Trust Account or Solicitor's Trust Account to become overdrawn. If you do, you acknowledge that we may still act on such instruction and we may be required to report such instruction or overdrawn to the relevant governing body.

You should note that there may be statutory restrictions upon how money may be accessed. It is up to you to ensure that you don't use any prohibited means of access. For example, cash withdrawals, ATM and EFTPOS withdrawals and telephone banking are not normally allowed and Internet access may not be allowed under the statutory requirements governing Land Agents/Brokers and Valuer's Trust Account and Solicitors' Trust Accounts.

- (f) Direct debit access is available subject to any statutory requirements and restrictions. We are not able to prevent unauthorised or mistaken direct debits from the Account. You must monitor your Account and advise us as soon as any unauthorised or mistaken direct debit occurs so that it can be reversed.

25.2 This clause 25.2 applies if you have a Land Agents/Brokers and Valuer's Trust Account (provided you are a conveyancer) or a Solicitor's Trust Account with us and those Accounts are eligible for registration with Property Exchange Australia Limited (**PEXA**).

- (a) Subject to the terms and conditions in this booklet and any documentation agreed between the firm and PEXA and the payment to PEXA of any applicable fees, a firm of solicitors or conveyancers which registers its Account with PEXA has the ability to give instructions to us through PEXA's system for funds required for a property settlement to be automatically withdrawn from the Account (**PEXA Withdrawals**).

We have appointed PEXA as our agent for the limited purpose of receiving instructions for PEXA Withdrawals. PEXA is not our agent for any other purpose.

Contact PEXA for information on becoming a PEXA subscriber and registering your eligible Account with PEXA.

- (b) PEXA allows subscribers to appoint users and signers who can be given different levels of authority within the PEXA system. Not all of a subscriber's users need to be appointed as persons who may authorise PEXA Withdrawals (**PEXA Withdrawal Authorisers**). Contact PEXA for details of the different levels of authority within the PEXA system and how you can manage your users and signers.

The records maintained by PEXA of the persons appointed as users and signers are completely separate from the records maintained by us of the authorised signatories for your Accounts with us.

- (c) When you register your Account with PEXA or subsequently you can appoint one or more persons as PEXA Withdrawal Authorisers, those persons first need to be recorded by us as authorised signatories for the Account and properly identified by us in accordance with our standard procedures. However, you do not need to nominate all authorised signatories for the Account as PEXA Withdrawal Authorisers.

If you attempt to appoint as a PEXA Withdrawal Authoriser a person who is not recorded by us as an authorised signatory for the Account, the PEXA Withdrawal Authoriser appointment will be rejected.

- (d) When you register your Account with PEXA, you can specify whether one or two PEXA Withdrawal Authorisers need to authorise a PEXA Withdrawal. What you specify for this is completely separate from any notices of authority you have given or give to us in relation to other types of transactions on your Account. When you give us a new notice

of authority changing the requirements for other types of transactions, you will need to separately notify PEXA if you want to make a corresponding change for PEXA Withdrawals.

- (e) Any transaction limits which may apply for other types of transactions on your Account do not apply to PEXA Withdrawals.
- (f) Removing a person as an authorised signatory of an Account does not automatically result in their removal as a PEXA Withdrawal Authoriser. Where you also wish to remove the person as a PEXA Withdrawal Authoriser, you must do this separately through PEXA in accordance with PEXA's procedures.

If you remove a person as an authorised signatory, but fail to remove a person as a PEXA Withdrawal Authoriser, they will retain their ability to authorise PEXA Withdrawals through the PEXA system.

You agree that where the PEXA Withdrawal Authorisers have been appointed by you in accordance with PEXA's procedures and have not subsequently been removed as required by this clause, we can rely on instructions authorised through the PEXA system by the PEXA Withdrawal Authorisers in processing PEXA Withdrawals, even where that person has been removed as an authorised signatory.

- (g) We may, at our discretion, request PEXA to remove or suspend a person as a PEXA Withdrawal Authoriser.

- (h) Once a PEXA Withdrawal has been approved through the PEXA system, it may be possible to withdraw the approval through the PEXA system in certain circumstances, but it is not possible to stop the PEXA Withdrawal by any other means. Contact PEXA for details on the cancellation of PEXA Withdrawals.
- (i) In the event of any inconsistency, this clause 25.2 takes priority of any other terms and conditions in this booklet in relation to an eligible Account registered with PEXA and PEXA Withdrawals.

26 Other Trust Account

26.1 The following Terms and Conditions apply if you have a trust account with us that is not a Land Agents/Brokers and Valuer's or Solicitor's Trust Account. (We refer to this account in these Terms and Conditions as an "Other Trust Account". If there is any inconsistency between a term or condition in this clause and in the rest of the Terms and Conditions, the terms and conditions in this clause prevail:

- (a) ATM and EFTPOS withdrawal is not permitted on an Other Trust Account.
- (b) There is no interest paid on Other Trust Accounts.
- (c) If the relevant legislation or governing body does not allow electronic access, you will not be allowed to have Internet access to the Other Trust Account.
- (d) Direct debit access is available subject to any statutory requirements and restrictions. We are not able to prevent unauthorised or mistaken direct debits from the account. You must monitor your account and advise us as soon as any unauthorised or mistaken direct debit occurs so that it can be reversed

27 Express Saver Account For Business

27.1 The following Terms and Conditions apply if you have an Express Saver Account for Business with us. If there is any inconsistency between a Term or Condition in this clause and in the rest of the Terms and Conditions, the Terms and Conditions of this clause prevail:

27.2 Nominated Account

- (a) You must identify a bank account (“the Nominated Account”) with us or with another Financial Institution in Australia on the application form. Funds can be withdrawn from your Express Saver Account only by transfer to your Nominated Account.

The Nominated Account must contain, as account holders (whether alone or with others), the account holder(s) of the Express Saver Account, in exactly the same name(s) and capacity.

- (b) The Nominated Account must be an “at call” account. That is, you must be able to withdraw funds from it at any time. A term deposit is not an “at call” account.
- (c) If your Nominated Account is with another Financial Institution you must complete the Direct Debit Request (DDR) authority on the application form.

Where your Nominated Account is with another Financial Institution, it is your responsibility to check with that institution to ensure that the Nominated Account will accept electronic debits and credits to it.

- (d) You may have only one Nominated Account for your Express Saver Account and only one Express Saver Account for any given Nominated Account.

- (e) You authorise us to debit amounts from the Nominated Account in accordance with these terms and conditions or as you direct from time to time or both.
- (f) With our prior consent, you may change the Nominated Account from time to time by completing our "Change your Nominated Account form", available on our website at stgeorge.com.au/ESA. Any account you nominate to be the new Nominated Account must satisfy all the requirements in this clause 27.2. We may impose any condition on the giving of our consent, including (amongst other things) that you provide a copy of an account statement, less than 6 months old, from the new Nominated Account, showing the account name and address is the same as the Express Saver Account.

Warning

You may suffer financial loss if there are account holders of the Nominated Account who:

- are not account holders of the Express Saver Account; and
- can operate the Nominated Account without the need to refer to you; and
- obtain your Internet and Phone Banking Access Number, Internet Banking Password and Internet and Phone Banking Security Number.

Section E – Terms and Conditions that apply to all Payment Services

28 Fees and Charges

- 28.1 The Fees and Charges and how to minimise them booklet shows current fees and charges (including Government charges) for Payment Services. You can get a copy of the Fees and Charges and how to minimise them booklet at your Branch, or you can ring the General Customer Enquiries phone number listed on the outside of the back cover of these Terms and Conditions to request a copy.
- 28.2 We may debit any fees and charges payable to the Account in relation to which they are charged except if the Account is a Land Agents/Brokers and Valuer's Trust Account or Solicitor's Trust Account. See clause 25.1(d).
- 28.3 From time to time, we may vary the fees payable on a Payment Service and introduce new fees and charges to a Payment Service. If we do, we will notify you in accordance with clause 3.

29 Stopping a transaction on any Payment Service

- 29.1 See clause 32.3 for how to stop a cheque.
- 29.2 To stop or alter a transaction on any Payment Service (other than a cheque), you must contact us as soon as possible and give full details so that we can locate the transaction and take action. Refer to the “Terms and Conditions of periodical payments and direct debits” section for more information on stopping periodical payments and direct debits from your Account. In some instances, we will not be able to stop or alter a transaction on a Payment Service after you have instructed us to make the transaction. For example, refer to “Transaction processing and limits” and “BPAY View®” sections.
- 29.3 We are not liable to you if you request that a transaction be stopped or altered, but we have already debited the amount to your Account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, or where applicable, the Code of Banking Practice or the ePayments Code.
- 29.4 We may charge you a fee for acting to stop or alter a transaction on a Payment Service. Please refer to the Fees and Charges and how to minimise them booklet.
- 29.5 We and our agents and contractors are not liable for any delay or error in transit or transmission of a Payment Service unless we are liable under a statute, or where applicable, the Code of Banking Practice or the ePayments Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of re-supply of the service, if the law, or where applicable, the Code of Banking Practice and the ePayments Code permits, or does not prohibit, this limitation.

30 Electronic Banking System malfunction

- 30.1 We are responsible for loss caused by the failure of our Electronic Equipment, EFT System or Internet and Phone Banking Service to complete a transaction accepted by our Electronic Equipment, the EFT System or our Internet and Phone Banking Service in accordance with your instructions.
- 30.2 Where you should have been aware that the Electronic Equipment, EFT System or Internet and Phone Banking Service was unavailable for use or malfunctioning, our liability may be limited to the correction of any errors in the Account, and the refund of any charges or fees imposed on you as a result.
- 30.3 We will correct the loss by making any necessary adjustment to the appropriate Account (including adjustment of interest or fees as a result of the malfunction).
- 30.4 Please tell us about any service fault or difficulty with Electronic Equipment, the EFT System, Internet and Phone Banking Service or a Terminal by calling our 24 hour hotline listed on the outside of the back cover of these Terms and Conditions.

Section F – Terms and Conditions that apply to cheque books

31 Features and benefits of a cheque book

A personal cheque book facility will allow you to make payments from your Accounts without obtaining cash.

32 Terms and Conditions of a cheque book

- 32.1 On request, we will issue a cheque book for those Accounts listed in Tables 1 and 2 of Section A where cheque books are available. Cheque Accounts are not available to persons under 18 years of age.
- 32.2 You must notify us as soon as possible if your cheque book is lost, stolen or misused. You may do this by contacting any of our Branches. If you do not contact us as soon as you can, it is possible that you may be liable for cheques drawn on your Account.
- 32.3 You may stop payment on a cheque you have written by telling us before the cheque is paid by us. Speed is important. You may tell us at first by telephone. You should identify the cheque clearly, giving the amount, number and date of the cheque and to whom it is payable.
- You must then notify us in writing to stop the cheque. We will give you a form to complete to provide your written notice.
- 32.4 You can tell us to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify us to stop a cheque, you do not have to confirm that notice in writing.

32.5 We will charge you a fee for stopping a cheque. Please refer to the Fees and Charges and how to minimise them booklet.

32.6 If your cheque has not already been presented and paid, we will stop payment on it. If it has already been presented and paid, we cannot stop payment on it.

32.7 You may cancel a stop payment request. You must do so in writing, giving the cheque number and details on the cheque.

32.8 You must notify us, within 3 months of receiving a statement of your Account, if there is any cheque noted on your statement which we have paid but you did not authorise.

If you do not notify us within this period, you agree that you do not have any right to make a claim against us regarding any lack of authority or forgery in relation to that cheque.

32.9 If your Account is used for business purposes, make sure that you have in place adequate internal procedures to ensure and then verify that only authorised signatories sign cheques and each cheque is promptly and correctly accounted for in your accounting records.

32.10 All cheques are paid and debited to your Account in the order we receive them. You must not postdate your cheques.

32.11 If a cheque is presented for payment and there are not enough cleared available funds in your Account, we may not pay the cheque (i.e. we may dishonour it) or we may pay the cheque at our absolute discretion.

We may charge you a fee to honour or dishonour your cheque. The amount of this fee is set out in the Fees and Charges and how to minimise them booklet.

- 32.12 To deposit a cheque into your Account it must be made payable to you or to "cash", or we must be satisfied that it has correct signatures (endorsed) to you. We may not accept cheques that do not comply with this condition.
- 32.13 We charge a fee when you deposit overseas cheques. The amount of this fee is set out in the Fees and Charges and how to minimise them booklet.
- 32.14 Please see the Fees and Charges and how to minimise them booklet for Government duties payable on cheques.
- 32.15 General descriptive information about cheques is set out in Section L of these Terms and Conditions.

Section G – Terms and Conditions that apply to Cards

33 Features and Benefits of our Cards

Type of Card	Features and benefits
Business Visa Debit Card	<ul style="list-style-type: none"> • Draw directly on your own money from your Account in Australia and around the world – anywhere VISA is accepted. • Make purchases online, over the phone or through mail order by quoting the Business Visa Debit Card number wherever Visa is accepted. • Make purchases at Terminals in Australia and around the world by selecting the “CR” button – wherever Visa is accepted. • Make purchases at EFTPOS terminals within Australia selecting the “CHQ” or “SAV” button. • Make Contactless transactions at Contactless terminals for a simple and fast payment option. There is no need to enter a PIN or sign (where this option is available) for purchases under \$100.00. • Make Account enquiries at St.George or other banks’ ATMs. • Link up to two eligible Accounts to the one Card.
Freedom Card	<ul style="list-style-type: none"> • Draw directly on your own money from your Account almost anywhere in the world using the PLUS ATM Network. • Make purchases using your own money at EFTPOS terminals within Australia. • Make Account enquiries at St.George and other banks’ ATMs. • Link up to two eligible Accounts to the one Card.
Maestro/ Cirrus	<p>Lets you:</p> <ul style="list-style-type: none"> • Draw directly on your own money from your Account almost anywhere in the world using the Cirrus ATM network. • Make purchases using money from your Account using the Maestro EFTPOS network. • Make Account enquiries at St.George and other banks’ ATMs. • Maestro and Cirrus international networks allow access to one account per card only and do not permit access to Visa Debit Cards and St.George Visa Credit Card accounts.

34 Terms and Conditions of our Cards

- 34.1 You may apply to have a Card issued for your Account. Issue of a Card is at our discretion and Cards cannot be used on some Accounts. Contact your nearest Branch for further details.
- 34.2 The first time you or an Additional Cardholder signs a Card or authorise a transaction on an Account (including by using a Card or drawing a cheque) or make a cash withdrawal at any Financial Institution, you or the Additional Cardholders will automatically be agreeing to these Terms and Conditions. These Terms and Conditions then apply to all transactions on the Account. If you do not agree with these Terms and Conditions, do not carry out or permit an Additional Cardholder to carry out a transaction. Instead, return all Cards (cut in half for your protection) to us.
- 34.3 There is an expiry date on Cards and you must not use a Card after that date. We may issue you and any Additional Cardholder with a new Card with a later expiry date before the original Card expires unless you ask us in writing not to do so.
- 34.4 A Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local law applicable in the cardholder's jurisdiction.
- 34.5 You may apply to have an Additional Cardholder operate on your Account with a Card. Approval is at our discretion. If we approve your application, then while the authority is in force, you are responsible and liable for all transactions carried out, and any debts incurred, by use of a Card on your Account by the Additional Cardholder. See clause 21.7 for further information.
- 34.6 You should ensure that any Additional Cardholder has read these Terms and Conditions and understands that they have the same obligations as you, as set out in this Section G.

34.7 We own any Card we issue. You must tell us in writing if you want to cancel any Card (including any Card you asked us to issue to an Additional Cardholder) or stop that Card from being used. You must return that Card to us or, if you cannot readily do so, you must take all reasonable steps to have it returned to us. If you cannot return that Card to us, you must give us reasonable evidence that you have taken all reasonable steps to have the Card returned to us. You remain responsible for all transactions made with that Card until we receive the Card or, if you cannot obtain the Card, until the later of:

- the date you ask us to cancel the Card; and
- when you have taken all reasonable steps to have the Card returned to us.

34.8 For security reasons, we may require identification to verify the identity of a Cardholder if a Card is used to request a withdrawal from an Account.

34.9 We will not be responsible if an electronic banking terminal does not accept your instructions or your Card fails to work in the terminal, such as where your Card is faulty, or an electronic banking terminal malfunctions or is unavailable.

34.10 Merchants or other institutions may impose restrictions on the use of a Card in addition to these Terms and Conditions.

34.11 When a Business Visa Debit Card is used to make a purchase and either the 'credit' button is selected on a Terminal, the card is used at a Contactless terminal or the Business Visa Debit Card number is used, the transaction may need authorisation from us. We may choose not to authorise a proposed transaction.

If we give an authorisation, we reduce the available balance by up to the amount of the authorisation. Some Merchants, for example, hotels and car rental agencies, may request confirmation that your Account has sufficient available balance to meet the estimated cost of goods and services they will supply. We treat the request as a request for authorisation. Once the authorisation is given, the available balance is reduced by up to the amount of the estimated cost of the goods and services. This means, even though the balance of your Account is a certain amount, you may find you have a reduced available balance (including no available balance).

When the goods and services have been supplied, the Merchants may request a subsequent authorisation for the actual costs. This may have the effect of reducing the available balance by the sum of multiple authorisation amounts.

You should ensure that the Merchants cancel the original authorisations.

34.12A Card purchase transaction made by selecting the “credit” button on a Terminal or made at a Contactless terminal may take some weeks to be processed and debited to your Account. If we gave an authorisation for the purchase or payment, the available balance of your Account may be less than the balance of your Account. Please consider this whenever you obtain a statement or a mini transaction history or a balance of your Account.

34.13 We may cancel any Card and suspend the operation of an Account, on which we issued a Card to you or at your direction, at any time without notice for any reason. We will notify you as soon as possible afterwards. Without limiting the reasons why we may do so, this may happen if:

- (a) we reasonably consider you induced us to issue you a Card by fraud; or
- (b) we believe the Card is being used in a way that may cause loss to you or us.

34.14 You must not use your Card and you must return all cards we issued on your Account (cut in half for your protection) as soon as possible if:

- (a) we close the Account on which we issued the Card; or
- (b) we cancel the Cards; or
- (c) we request you to do so.

Please refer to clause 34.7 in relation to your obligations regarding the return of Cards.

34.15 Fees apply to each foreign currency transaction made with a card on your Account. Please refer to the Fees and Charges and how to minimise them booklet.

34.16 When a Freedom Card or Business Visa Debit Card is used to make a foreign currency transaction on your Account, the transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets or the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rates Visa International receives itself; or
- a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars.

34.17 When a Maestro/Cirrus ATM Card is used to make foreign currency transactions on your Account by use of the Maestro EFTPOS or the Cirrus ATM network, the transaction is converted into Australian dollars by Mastercard® International at the conversion rate or rates Mastercard International applies at the date it processes the transaction. Mastercard International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars.

35 Security of your Card and PIN

35.1 The security of your Card and PIN is very important as they are comparable to your signature on a cheque. You must make every effort to see that your Card and any record of your PIN are not misused, lost or stolen. If you fail to ensure the security of your PIN your liability is determined under clause 36.

35.2 **Your obligations** – You must:

- (a) sign your Card as soon as you receive it;
- (b) not record your PIN on your Card or on any article normally carried with your Card and which is liable to loss or theft with your Card;
- (c) not permit any other person to use your Card;
- (d) not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff); and
- (e) use care to prevent anyone else seeing your PIN being entered into a Terminal.

Your own Personal PIN

35.3 We give you the additional convenience and security of being able personally to select your own PIN (which may be a word or number). We strongly recommend that you select a PIN that you can remember without needing to make a written record of it.

Can you record a memory aid for your PIN?

35.4 If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised PIN on your Card;
- (b) not to disguise your PIN by reversing the number sequence;
- (c) not to describe your disguised record as a "PIN record" or similar;
- (d) not to disguise your PIN using alphabetical characters or numbers: A=1, B=2, C=3, etc;
- (e) not to select or disguise your PIN using any of the following combinations (or parts of them):
 - (i) dates of birth;
 - (ii) personal telephone numbers;
 - (iii) car registration numbers;
 - (iv) family members' names;
 - (v) social security numbers; or
 - (vi) licence numbers; and
- (f) not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators;
 - (ii) personal computers; or
 - (iii) electronic organisers.

35.5 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN. You must exercise extreme care if you decide to record a memory aid for your PIN.

If your Card is lost or stolen or your PIN is revealed

- 35.6 You must tell us as soon as possible if your Card is lost or stolen or you suspect that your PIN is known to someone else or you suspect any unauthorised use of the Card.
- 35.7 You may notify us by telephoning our 24 hour hotline on the outside of the back cover of these Terms and Conditions.
- 35.8 If you do not notify us you may be liable for unauthorised use – see clause 36.
- 35.9 You will need to give us all relevant information you may have, so that we can suspend Card access to your Account. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions, however, it will help us to effectively deal with your report.
- 35.10 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 35.11 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us. However, you must tell us within a reasonable time after our facilities become available again. If a Card which has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us.

36 Liability for unauthorised transactions

PIN Transactions

36.1 You are not liable for unauthorised transactions by use of a Card and PIN if it is clear that you did not contribute to the losses resulting from those transactions. Otherwise your liability will normally be limited to:

- (a) \$150; or
- (b) the balance of your Account on which the unauthorised transactions were made and to which you have access by use of your Card and PIN, including any agreed line of credit; or
- (c) the actual loss incurred, whichever is the smallest amount.

In some circumstances you may be liable for a greater amount of unauthorised transactions by use of a Card and PIN.

36.2 You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by clause 35.6;
- (b) unauthorised transactions before you receive your Card and PIN; or
- (c) the same transaction being incorrectly debited more than once to the same Account.

When you will be liable

36.3 You will be liable for unauthorised transactions if you have contributed to the unauthorised use because you:

- (a) voluntarily disclosed your PIN to anyone, including a family member or friend; or
- (b) indicated your PIN on your Card; or

- (c) kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your Card or liable to loss or theft simultaneously with your Card; or
- (d) selected a PIN which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN; or
- (e) acted with extreme carelessness in failing to protect the security of your PIN.

36.4 Your liability under clause 36.3 will not exceed the smallest of:

- (a) the actual loss incurred up to the time we are notified of the loss or theft of your Card or the time we are notified of the existence of unauthorised transactions; or
- (b) the funds available in your Account including any agreed line of credit; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

36.5 You will be liable for unauthorised transactions if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that:

- (a) your Card has been lost, stolen or misused; or
- (b) your PIN has become known to someone else.

36.6 You will be liable for any losses directly attributed to that delay that were incurred before notification referred to in clause 36.5. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware of the events described above and the time we were actually notified; or

- (b) the funds available in your Account; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

36.7 Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to clause 15 in this context.

Liability for Card transactions without a PIN

36.8 If you do not meet your obligations in clauses 35.1 to 35.11, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature. Also, you are liable for any unauthorised transactions, conducted by use of a Card and that required a manual signature, made prior to you notifying us that your Card is lost or stolen.

You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice in accordance with clause 35.6;
- (b) unauthorised transactions before you receive your Card; or
- (c) the same transaction being incorrectly debited more than once to the same Account.

37 Using a Terminal

37.1 When you use the Card or the Card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal. You should ensure that the transaction amount is correct before you sign any vouchers or transaction records given to you by Merchants or Financial Institutions, or use the Card at a Contactless terminal and before you enter your PIN at a Terminal. By signing a voucher or transaction record or entering your PIN or otherwise using the Card at the Terminal, you indicate your agreement that the transaction amount is correct.

There may be short periods when transactions will not be available when we are maintaining our systems. If it is not possible to carry out the instructions you give a Terminal using your Card, the transaction will not be accepted.

37.2 A Card may be deactivated or retained in a Terminal if you enter an incorrect PIN 3 times during the one day at any combination of Terminals.

37.3 Money is at your risk when it becomes visible or available to you at an ATM.

37.4 A transaction made at a Terminal is processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.

38 Withdrawal limits

38.1 The maximum amount of cash you can obtain with a Card and PIN through ATM and EFTPOS on any one day is \$1,000. We will tell you in writing if we change this limit.

We emphasise that any cash you obtain through EFTPOS makes up a part of your daily cash limit.

38.2 The daily cash limit referenced above applies to cash withdrawal and purchase transactions through a Terminal at any Merchant that conducts a gaming or betting business. Otherwise, the maximum amount of value you can obtain with your Card or Card and PIN for purchases of goods or services through a Terminal on any one day is \$8,000 or such other amount as we determine from time to time ("daily purchase limit"). We may change these limits at anytime. If we do so, we will give you notice in accordance with clause 3.

38.3 You (Account holder) can nominate the limits of a Card in the Card application. You (including any Card user for your account) can ask us to change any of these limits for your own Card (up to the maximum limit we agree) through Internet Banking (if available) or by calling us or visiting a branch. When you (including a Card user) increase a limit, the Account holder may be at risk of larger financial losses in the event of unauthorised transactions.

38.4 The daily cash limits do not apply to:

- PIN pad transactions at our Branches,
- any Contactless transactions made through a Terminal when the 'credit' button is selected,
- any Contactless transaction made at a Contactless terminal; and
- vouchers manually processed by a Merchant accepting a Business Visa Debit Card.

- 38.5 Transaction limits apply to the use of the Card to make a Contactless transaction at a Contactless terminal. We will notify you of any such limit if your Card is capable of making a Contactless transaction.
- 38.6 If you are using one of our ATMs the minimum withdrawal of cash in any transaction is \$20 (subject to note denominations available).
- 38.7 When another ATM is used, the maximum and minimum withdrawals are determined according to the relevant Financial Institution and additional fees for each transaction may be incurred by you.
- 38.8 We do not accept any responsibility for an operator of another ATM imposing restrictions or conditions on the use of an ATM.
- 38.9 For the purpose of this clause, each day ends at 12 midnight Eastern Standard Time or 12 midnight Eastern Summer Time whilst daylight saving is in effect in New South Wales.

Section H – Terms and Conditions that apply to Internet and Phone Banking

39 Summary of the features and benefits of Internet and Phone Banking

When you open an Account on which Internet and Phone Banking access is available, we issue you with the Internet and Phone Banking Service. You can register for Internet and Phone Banking after you open an Account on which Internet and Phone Banking is available. Please refer to clause 40 for further information.

Internet and Phone Banking services allow you to complete the transactions set out in clause 40.4 using your computer or telephone any time, 24 hours, 7 days a week (subject to systems availability and maintenance).

40 How to start using Internet and Phone Banking

40.1 You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by visiting any of our branches or by phoning 1300 555 203, 24 hours a day, seven days a week. When you ask us, we will register you for Internet and Phone Banking. For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in your EFT Accounts and obtain information about your EFT Accounts.

40.2 When we register you for Internet and Phone Banking:

- (a) we give you an Internet and Phone Banking Access Number. The number may be the same as the number on your card;

- (b) you may select your own Internet and Phone Banking Security Number and Internet Banking Password. If you do not select an Internet and Phone Banking Security Number within the time we allow we will issue one to you; and
- (c) you will also be registered automatically for Secure Code Service.

40.3 You can select and change your own Internet and Phone Banking Security Number when you use Phone Banking. You can change your Internet and Phone Banking Security Number and select and change your own Internet Banking Password when you use Internet Banking. For your security, we recommend that you select an Internet and Phone Banking Security Number and an Internet Banking Password that is different from any of your ATM/EFTPOS PINs. Refer to clause 43 regarding the security of your Internet and Phone Banking Security Number and Internet Banking Password.

40.4 Your Internet and Phone Banking Access Number and your Internet and Phone Banking Security Number are the Access Methods for Phone Banking. Your Internet and Phone Banking Access Number, your Internet and Phone Banking Security Number and your Internet Banking Password are the Access Methods for Internet Banking. You can use your Internet and Phone Banking Access Methods to initiate EFT Transactions on your EFT Accounts with us, including funds transfers, checking the balance of your EFT Accounts, transferring funds to registered third party accounts, ordering statements, making BPAY® payments and, if you are registered and your loan terms and conditions so allow, redrawing excess payments on your loan account. You can also use your Internet and Phone Banking Access Methods to access any other credit facility you have with us.

Also, if you register for BPAY View®, you may use Internet Banking and BPAY View® to view bills. Please refer to Section I for further information.

- 40.5 (a) When you use Internet Banking Access Methods to initiate a transaction, certain Internet Banking transactions may be identified by us as an At Risk Transaction.
- (b) An At Risk Transaction can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each At Risk Transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.
- (c) If you are currently registered for Internet Banking, you will not be able to perform certain At Risk Transactions using Phone Banking.
- (d) In order to receive the Secure Code, you must:
- provide us with a valid Australian mobile phone number or an Australian landline telephone number, and
 - choose your preferred method of delivery for the Secure Code – either via SMS or automated interactive voice response message.
- (e) If you do not provide us with a valid Australian mobile phone number or an Australian landline telephone number when you initiate an Internet Banking transaction that is an At Risk Transaction, you will not be able to complete that transaction.
- (f) You may from time to time change your preferred method of delivery for your secure code or your telephone number, or both, by following the instructions provided to you on Internet Banking.

- (g) It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.
- (h) If for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 555 203, 24 hours a day, seven days a week.

40.6 We may cancel your access to Internet and Phone Banking at any time without prior notice. We inform you in writing after we cancel your access. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.

40.7 You can cancel your registration for Internet and Phone Banking by telling us at any time that you wish to do so. If you want to use Internet and Phone Banking at a later time, you may ask us to register you again.

40.8 We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you.

40.9 It is your responsibility to obtain and maintain any Electronic Equipment (e.g. touch tone telephone or PC) which you may need to have for you to use Internet and Phone Banking. You must take all reasonable steps to protect the security of your computer's hardware and software including ensuring your computer does not have any viruses and any form of program or mechanism capable of recording your Access Methods to Internet and Phone Banking.

40.10 It is your responsibility to ensure your contact information is correct. You can maintain your contact details including your contact phone numbers, residential and mailing address as well as your email address via Internet Banking.

40.11 We may place your Internet or Phone Banking access into an “inactive status” if you do not access them within 120 consecutive days. You can re-activate your access by calling us on 1300 555 203, 24 hours a day, seven days a week.

41 Availability

We will make reasonable efforts to:

- (a) ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and
- (b) ensure that information we make available to you through Internet and Phone Banking is correct.

42 Transaction processing

We will email an electronic receipt for a Scheduled Payment, if you ask us to send you an electronic receipt once we make that payment. Otherwise, you agree that we will not issue a receipt to you for a Scheduled Payment. We recommend that you check your Account after the due date for a Scheduled Payment to ensure the Scheduled Payment was made.

- 42.1 We issue an electronic receipt for other Internet and Phone Banking transactions at the time of the transaction. However, an Internet and Phone Banking transaction may not be processed until the next batch processing day for the Account on which you make the transaction.
- 42.2 We will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transaction.

- 42.3 If you are seeking to use Internet and Phone Banking in relation to an EFT Account which requires two or more to operate, you may only use Internet and Phone Banking to debit the Account via funds transfer or BPAY[®] if all authorised parties to the Account have informed us in writing and we have approved your use of Internet and Phone Banking.
- 42.4 You acknowledge and agree that we may record by whatever means the transactions which you effect via Internet and Phone Banking and that we may use these records to and amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password.
- 42.5 We will not accept an order to stop or alter a Third Party Payment once you have instructed us by Internet and Phone Banking to make that Third Party Payment.
- 42.6 You may use Internet and Phone Banking to make Third Party Payments from your Account. You may use Internet Banking to direct us to make a Third Party Payment that is a Scheduled Payment.

You must identify the BSB and the account number of the account to which you wish to make a Third Party Payment. We rely on the BSB and account number only to make a Third Party Payment from your Account.

You must take care to identify the correct BSB and account number for a Third Party Payment. Otherwise, the payment may not be made to the correct account.

If you use Internet Banking to schedule making a Third Party Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the Third Party Payment to be made. Otherwise, we will not accept an order to stop or alter a Third Party Payment you schedule to make from your Account at a later time. Also, we will not accept an order to stop or alter any other Third Party Payment once you have instructed us by Internet and Phone Banking to make that payment.

- 42.7 You may use Internet and Phone Banking to transfer funds between your EFT Accounts. You may use Internet Banking to direct us to make a Scheduled Payment that is a transfer of funds between your EFT Accounts.

If you use Internet Banking to schedule transferring funds between your EFT Accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT Accounts at a later time. You must ensure that the funds to be transferred at a Scheduled later date are available before midnight on the Business Day immediately prior to the day on which you Schedule the transfer to take place.

Also, we will not accept an order to stop or alter any other transfer of funds you ask us to make between your EFT Accounts once you have instructed us by Internet and Phone Banking to make that transfer.

43 Security of your Internet and Phone Banking Security Number and Internet Banking Password

43.1 The security of your Internet and Phone Banking Security Number and Internet Banking Password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking Security Number and Internet Banking Password, and any record of them, is not misused, lost or stolen. If you fail to ensure the security of your Internet and Phone Banking Security Number and/or your Internet Banking Password your liability is determined under the 'Liability for unauthorised transactions' section of this clause.

Your obligations - You must:

- (a) not record your Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking;
- (b) not record your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number or Internet Banking Password or on any article normally carried with any such item and which is liable to loss or theft with that item;
- (c) not permit any other person to use your Internet and Phone Banking Security Number or Internet Banking Password;
- (d) not disclose your Internet and Phone Banking Security Number or Internet Banking Password or make them available to any other person (including a family member, a friend or one of our staff); and
- (e) use care to prevent anyone else seeing your Internet and Phone Banking Security Number or Internet Banking Password being entered into any Electronic Equipment.

Can you record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password?

43.2 If you require a memory aid to recall your Internet and Phone Banking Security Number or your Internet Banking Password you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- (a) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number;
- (b) not to record your disguised Phone and Internet Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Phone or Internet Banking;
- (c) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password by reversing the number sequence;
- (d) not to describe your disguised record as an "Internet and Phone Banking Security Number record" or "Internet Banking Password record" or similar;
- (e) not to disguise your Internet and Phone Banking Security Number or Internet Banking Password using alphabetical characters or numbers: A=1, B=2, C=3, etc;
- (f) not to select or disguise your Internet and Phone Banking Security Number or Internet Banking Password using any of the following combinations(or parts of them):
 - (i) dates of birth
 - (ii) personal telephone numbers
 - (iii) car registration numbers

- (iv) family members' names
- (v) social security numbers
- (vi) licence numbers; and
- (g) not to store your Internet and Phone Banking Security Number or Internet Banking Password in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators
 - (ii) personal computers
 - (iii) electronic organisers.

43.3 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Internet and Phone Banking Security Number or Internet Banking Password.

You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking Security Number or Internet Banking Password.

If your Internet and Phone Banking Security Number or Internet Banking Password is revealed

43.4 You must tell us as soon as possible if you suspect that your Internet and Phone Banking Security Number or Internet Banking Password is known to someone else or you suspect any unauthorised use of it. You may notify us by telephoning us on 1300 301 805, at any time.

43.5 If you do not notify us you may be liable for unauthorised use – see the 'Liability for unauthorised transactions' section below.

43.6 You will need to give us all relevant information you may have, so that we can suspend phone and Internet access to your EFT Accounts. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions. However, it will help us to effectively deal with your report.

43.7 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

43.8 If you are unable to report to us because our facilities are unavailable you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us. However, you must tell us within a reasonable time after our facilities become available again.

Liability for unauthorised transactions

43.9 You are not liable for losses caused by:

- (a) unauthorised Internet and Phone Banking transactions which occur after you have given us notice as required;
- (b) unauthorised transactions before you receive your Internet and Phone Banking Security Number; or
- (c) the same transaction being incorrectly debited more than once to the same Account.

43.10 You are not liable for unauthorised Internet and Phone Banking transactions if it is clear you did not contribute to losses resulting from these transactions. Otherwise your liability for Internet or Phone Banking transactions will normally be limited to:

- (a) \$150;
- (b) the balance of your EFT Account on which the unauthorised Internet and Phone Banking transactions were made and to which you have access by Internet and Phone Banking including any agreed line of credit; or
- (c) the actual loss incurred, whichever is the smallest amount.

In some circumstances you may be liable for a greater amount of unauthorised Internet and Phone Banking transactions.

When you will be liable

43.11 You will be liable if you have contributed to the unauthorised use because you:

- (a) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend; or
- (b) indicated your Internet and Phone Banking Security Number or Internet Banking Password on any item that identifies your Internet and Phone Banking Access Number or Internet Banking Password; or
- (c) kept a record of your Internet and Phone Banking Security Number or Internet Banking Password (without making any reasonable attempt to disguise the Internet and Phone Banking Security Number or Internet Banking Password) with any article carried with any item that identifies your Internet and Phone Banking Access Number or that is liable to loss or theft simultaneously with that item; or
- (d) selected an Internet and Phone Banking Security Number or Internet Banking Password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such an Internet and Phone Banking Security Number or Internet Banking Password; or
- (e) acted with extreme carelessness in failing to protect the security of your Internet and Phone Banking Security Number or Internet Banking Password.

Your liability in these circumstances, will not exceed the smallest of:

- (i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking Security

Number or Internet Banking Password has been breached or notice of the existence of unauthorised transactions; or

- (ii) the funds available in your EFT Account including any agreed line of credit; or
- (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

43.12 You will be liable if you have contributed to the unauthorised transactions because you unreasonably delayed in notifying us that your Internet and Phone Banking Security Number and/or Internet Banking Password has become known to someone else. You will be liable for any losses directly attributable to that delay that were incurred before notification. Your liability for these losses will not exceed the smallest of:

- (a) the actual loss which could have been prevented from occurring in the period between when you became aware of the events described above and the time we were actually notified; or
- (b) the funds available in your EFT Account; or
- (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

43.13 Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under Card scheme rules against any other party to the Card scheme (whether or not that claim or other right is actually exercised). Refer also to clause 15 in this context.

43.14 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling 1300 301 805, 8am to 8pm (Sydney time), Monday to Saturday.

Section I – Terms and Conditions that apply to BPAY®

44 Features and benefits of the BPAY® Scheme

The BPAY® Scheme is a facility that allows you to make electronic payments by requesting us to debit an amount from your Account to pay organisations (“billers”) who agree that you can make payments (“BPAY® Payments”) to them through the BPAY® Scheme. BPAY® Payments are made using Internet and Phone Banking, or an account enquiry terminal in a Branch.

45 Terms and Conditions of the BPAY® Scheme

- 45.1 This Section I applies if you ask us to make a payment on your behalf through the BPAY® Scheme. We are a member of the BPAY® Scheme. We will tell you if we are no longer a member of the BPAY® Scheme.
- 45.2 BPAY® is not available with all Accounts. The Tables in Section A set out the Accounts from which you can make BPAY® Payments.
- 45.3 You may also receive or access bills or statements electronically (BPAY View®) from participating billers nominated by you by:
- (a) opening an email sent to you whenever a bill or statement is received by us with a link to our Internet Banking website; or
 - (b) accessing our Internet Banking website.
- 45.4 You may choose to make a BPAY® Payment using Internet and Phone Banking or any other payment method accepted by the Biller. We are a biller and you may nominate us as a biller for the purposes of BPAY View®. You may be able to make a transfer from an account at another Financial Institution, which is a member of the BPAY® Scheme, to your Account through the BPAY® Scheme.

- 45.5 When you ask us to make a BPAY® Payment, you must give us the information specified in clause 48 below. We will then debit the Account you specify with the amount of that BPAY® Payment. We may decide not to make a BPAY® Payment if there are not sufficient cleared funds in that Account at the time and when you tell us to make that payment.
- 45.6 When we make a BPAY® Payment on your behalf we are not acting as your agent or the agent of the biller to whom that payment is directed.

46 How to use the BPAY® Scheme

- 46.1 You can ask us to make BPAY® Payments from an Account you hold with us if these Terms and Conditions permit you to make withdrawals from that Account.
- 46.2 We may impose restrictions on the Accounts from which a BPAY® Payment may be made. In addition to the limits specified in clause 42, a BPAY® biller may set limits on the amount of a BPAY® Payment to that biller. Some billers will not accept payment from certain accounts (for example, credit card accounts).
- 46.3 If there is any inconsistency between these Terms and Conditions and the BPAY® Scheme terms and conditions, then the BPAY® Scheme terms and conditions will apply to the extent of that inconsistency.
- 46.4 When you use a credit card to pay a bill through the BPAY® Scheme, we treat that payment as a credit card purchase transaction.
- 46.5 A mistaken or erroneous payment received by a biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

47 Valid payment direction

We will treat any instruction to make a BPAY® Payment as authorised by you if, when it is given to us:

- (a) your Internet and Phone Banking Security Number and Internet and Phone Banking Access Number are entered, if you make the BPAY® Payment by Phone Banking; or
- (b) your Internet and Phone Banking Security Number, Internet Banking Password and Internet and Phone Banking Access Number are entered, if you make the BPAY® Payment by Internet Banking.

48 Information you must give us

48.1 To instruct us to make a BPAY® Payment, you must give us the following information:

- (a) the Account you want us to debit the payment from;
- (b) the amount you wish to pay;
- (c) the biller code of the biller you wish to pay (this can be found on your bill); and
- (d) your customer reference number (this can be found on accounts or invoices you receive from billers).

48.2 Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using the phone) or your computer (where you are using the Internet).

48.3 We are not obliged to effect a BPAY® Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

49 Payments

- 49.1 You may use Internet Banking to direct us to make a BPAY® Payment that is a Scheduled Payment from your Account. If you use Internet Banking to schedule making a BPAY® Payment from your Account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the BPAY® Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY® Payment you schedule to make from your Account at a later time. You must ensure that the funds to make the BPAY® Payment at a scheduled later date are available before midnight on the Business Day immediately prior to the day on which you Schedule the payment to be made. Also, we will not accept an order to stop or alter any other BPAY® Payment once you have instructed us to make that payment.
- 49.2 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY® Payment, or if you did not authorise a BPAY® Payment that has been made from your Account (except for a mistake as to the amount you mean to pay – for those errors see clause 49.6 below). Clause 51 describes when and how we will arrange for such a BPAY® Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.
- 49.3 Subject to clause 54, billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment you make will be treated as received by the biller to whom it is directed:
- (a) on the date you make that BPAY® Payment, if you tell us to make the BPAY® Payment before our Payment Cut-Off Time on a Banking Business Day; or

- (b) on the next Banking Business Day, if you tell us to make the BPAY® Payment either after our Payment Cut-Off Time on a Banking Business Day or on a non-Banking Business Day.

49.4 A delay might occur in the processing of a BPAY® Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY® Payment;
- (b) you tell us to make a BPAY® Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day;
- (c) another Financial Institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- (d) a biller fails to comply with its obligations under the BPAY® Scheme.

49.5 While it is expected that any delay in processing a BPAY® Payment for any reason set out in the clause above will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

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

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess; or
- (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY® Payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

50 BPAY View®

50.1 You may register to use BPAY View®.

You can register for BPAY View® at our website:
stgeorge.com.au

50.2 If you register with BPAY View®, whilst you are registered you:

- (a) agree to our disclosing to billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable billers to verify that you can receive bills and statements electronically using BPAY View® (or telling them if you cease to do so); and
 - (ii) that an event in clause 50.3 (b), (c), (d), (e) or (f) has occurred;
- (b) agree to us or a biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement;
- (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. Whilst you are registered, you may receive a paper bill or statement from the biller only in the circumstances set out in clause below. For the purposes of this clause, we are the agent for each biller nominated by you under (a) above;
- (d) agree to direct to a biller any enquiry relating to a bill you receive electronically from that biller; and
- (e) agree that the BPAY View® terms in these Terms and Conditions apply to you.

50.3 You may receive paper bills and statements from a biller instead of electronic bills and statements:

- (a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a biller de-register from BPAY View® or you no longer have an EFT Account with us;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason; or
- (f) if any function necessary to facilitate BPAY View® malfunctions or is not available for any reason for an extended period.

50.4 You agree that when using BPAY View®:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification on our Internet Banking website without an email then that bill or statement is received by you:
 - (i) when a notification is posted on our Internet Banking website, whether or not you choose to access our website; and
 - (ii) at our Internet Banking website;

- (c) bills and statements delivered to you remain accessible through our Internet Banking website for the period determined by the biller up to a maximum of 18 months, after which they will be deleted, whether paid or not; and
- (d) you will contact the biller direct if you have any queries in relation to bills or statements.

50.5 You must:

- (a) check your emails or our Internet Banking website at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notifications (for example, it has sufficient storage space available); and
- (e) arrange with the biller to send you bills or statements by an alternative means if you no longer have an EFT Account with us.

51 Liability for mistaken payments, unauthorised transactions and fraud

51.1 BPAY® participants undertake to promptly process BPAY® Payments. You must tell us promptly:

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

51.2 We will attempt to rectify any such matters in relation to your BPAY® Payments in the way described in the clauses below.

51.3 If a BPAY® Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.

51.4 If a BPAY® Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and
- (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

51.5 If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.

51.6 If a BPAY® Payment you have made falls within the type described in clause 51.4 and also clauses 51.3 or 51.5, then we will apply the principles stated in clause 51.4.

- 51.7 If a BPAY® Payment you have made falls within both the types described in clauses 51.3 and 51.5, then we will apply the principles stated in clause 51.5.
- 51.8 Your obligation under clauses 51.3 and 51.4 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 57.
- 51.9 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under this Section I; or
 - (b) acted negligently or fraudulently in connection with these Terms and Conditions.
- 51.10 If you tell us that a BPAY® Payment made from your Account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY® Payment, consenting to us obtaining from the biller information about your account with that biller of the BPAY® Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® Payment. We are not obliged to investigate or rectify any BPAY® Payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY® Payment.

52 BPAY View® billing errors

52.1 For the purposes of clauses 52.2 and 52.3, a BPAY View® billing error means any of the following:

- (a) if you have successfully registered with BPAY View®:
 - (i) failure to give you a bill (other than because you failed to view an available bill);
 - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
 - (iii) giving a bill to the wrong person;
 - (iv) giving a bill with incorrect details; or
- (b) if your BPAY View® deregistration has failed for any reason, giving you a bill if you have unsuccessfully attempted to deregister.

52.2 You agree that if a BPAY View® billing error occurs:

- (a) immediately upon becoming aware of the BPAY View® billing error, you must take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the BPAY View® billing error.

52.3 You agree that for the purposes of this clause you are responsible for a BPAY View® billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View®.

53 Suspension

We may suspend your right to participate in the BPAY® Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

54 Cut-off time

If you tell us to make a payment before the time specified, it will in most cases be treated as having been made on the same day.

Cut-off time:

7 days per week: 5.30pm (Sydney time)

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

55 When a biller cannot process your payment

If we are informed that your payment cannot be processed by a biller, we will:

- (a) inform you of this;
- (b) credit your Account with the amount of the BPAY® Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY® Payment to that biller as quickly as possible.

56 Account records

You should check your Account records carefully and promptly report to us as soon as you become aware of them, any BPAY® Payments that you think are errors or are BPAY® Payments that you did not authorise or you think were made by someone else without your permission.

57 Consequential damage

- 57.1 This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed that applies to your Account. If the application of those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with the application of those laws or that code to this agreement or, if necessary, omitted.
- 57.2 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

58 Privacy

- 58.1 In addition to clause 52.2, you agree to our disclosing to billers nominated by you and if necessary the entity operating the BPAY® Scheme (BPAY® Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY® Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY® Scheme;
- (b) such of your transactional information as is necessary to process, rectify or trace your BPAY® Payments. Your BPAY® Payments information will be disclosed by BPAY® Pty Ltd, through its agent, to the biller's Financial Institution and your information necessary to process your use of BPAY View® will be disclosed by BPAY® Pty Ltd, through its agent, to the biller. Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY® Payment you make by mistake to the biller that received the payment and the biller to whom you intended to make the payment or the Financial Institution of either or both billers; and
- (c) that an event in clause 52.3 (b), (c), (d), (e) or (f) has occurred.

58.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY® Scheme referred to in this clause as necessary.

58.3 You can request access to your information held by us, BPAY® Pty Ltd or its agent, Cardlink Services Limited at their contact details (see clause 1).

58.4 If your personal information detailed above is not disclosed to BPAY® Pty Ltd or its agent, it will not be possible to process your requested BPAY® Payment or for you to use BPAY View®.

Section J – Terms and Conditions that apply to Periodical Payments, Direct Debits and Direct Credits

59 Features and benefits of periodical payments and direct debits

- 59.1 A periodical payment is a transfer of funds at your request from your Account to a specified account on a certain date on a regular basis.
- 59.2 A direct debit transaction is a transfer of funds from your Account to an account with another Financial Institution, under a direct debit request you give a third party authority to debit your Account.

60 Terms and Conditions of periodical payments and direct debits

- 60.1 You may have periodical payments or direct debits made from those Accounts that permit periodical payments and direct debits as indicated in Tables 1 and 2 in Section A. To arrange periodical payments you must apply to us. The form must be signed in accordance with the Authority to Operate held by us for the Account.
- 60.2 If your periodical payment application is approved by us, the authority may not take effect for up to 6 Business Days after the request is received.
- 60.3 The periodical payment authority will remain in force until we receive:
- (a) written notice from you to cancel or vary the authority; or
 - (b) notice of the death, bankruptcy or insolvency of any of you.

- 60.4 You may cancel your direct debit facility by contacting us or the person who is debiting the funds from your Account. We will promptly process your instruction to cancel a direct debit request relevant to a Banking Service (except for a Card Account) we provide you. If you wish to alter your direct debit facility, you should contact the person who is debiting the funds from your Account.
- 60.5 We may decide not to make a periodical payment or direct debit if there are not sufficient cleared funds in the Account at the time and on the date for the transfer of money.
- 60.6 If we decide not to make the payment for this reason, we may still charge you a fee. Please refer to the Fees and Charges and how to minimise them booklet. From time to time, we may allow you to overdraw your Account. We have no obligation to do so.
- 60.7 If we decide not to make the payment because there are not enough cleared funds in the Account or if we decide to make the payment and overdraw the Account, we may charge a fee. Please refer to the Fees and Charges and how to minimise them booklet. Also, if the payment overdraws the Account, you agree to pay us interest on the amount overdrawn at the rate specified by us from time to time. You must repay the overdrawn amount immediately without further demand from us. You agree to pay us any reasonable legal fees we incur in seeking to recover the overdrawn amount from you. Please see clauses 17 and 18 for more information about overdrawing.
- 60.8 We do not have to inform you if a periodical payment or direct debit is not made.
- 60.9 If you request more than one periodical payment or direct debit, we will determine the order in which they are paid.

- 60.10 We may charge you a fee for periodical payments or direct debits (please refer to the Fees and Charges and how to minimise them booklet) and also debit your Account for any fees or charges passed on to us by another Financial Institution as a result of a periodical payment or direct debit.
- 60.11 When we make a periodical payment we are not acting as your agent or the agent of the payee.
- 60.12 If a periodical payment is for a loan with us and there are not sufficient funds to make the payment, we may at any time debit your Account from which the payment is made for any amount you owe us. If the debit causes your Account to be overdrawn, the amount overdrawn is immediately repayable by you without further demand from us. Please see clauses 17 and 18 for more information about overdrawing.
- 60.13 If the periodical payment is to an Account with us, we may credit that Account before we draw the payment under your periodical payment authority. If we cannot draw that payment, we may reverse the credit we made.
- 60.14 If your Account is closed, you agree to notify in writing all payees whom you have authorised to make direct debits on your Account. If you do not notify all payees, we may continue to pay amounts drawn by the payee under the direct debit authority you gave the payee and debit those amounts to another account in your name.
- 60.15 If your Account is closed for any reason or if we cancel any Card we issue on your Account, you:
- (a) agree to immediately return all Cards on your Account;

- (b) remain liable for any transaction amounts not yet processed on your Account; and
 - (c) authorise us to debit any outstanding transaction amounts on your Account to any other Account in your name.
- 60.16 If a periodical payment is due to be made on a Sunday or public holiday, we make the periodical payment on the next Banking Business Day. If a direct debit is due to be made on a day that is not a Banking Business Day, we make the direct debit on the next Banking Business Day.
- 60.17 We will promptly process any complaint that a direct debit was unauthorised or was otherwise irregular. You should also contact the person who is debiting funds from your Account about such a complaint.

61 Direct Credits/Salary Payments

- 61.1 Direct credits are automatic deposits of funds into your Accounts. For example, you may have your salary or other regular payments credited to your Account. You may arrange this yourself. You do not need to arrange this with us.
- 61.2 If you wish to cancel or alter your direct credit facilities, you should contact the person who is forwarding the funds to your Account. You do not need to contact us.

Section K – Terms and Conditions that apply to Business Banking Online

62 Business Banking Online

Separate terms and conditions govern Business Banking Online, the Access Methods for Business Banking Online and the security of the digital certificate. Business Banking Online is not available with all Accounts. Please contact us if you are interested in Business Banking Online. Our contact details are on the outside of the back cover of these Terms and Conditions.

Section L – Terms and Conditions that apply to SMS Alert services and Email Alert services

This section L sets out the terms and conditions governing Alerts Services on your Account. The fees applying to Alerts Services are set out in your Fees and Charges booklet.

63 Applying for Alerts Services

- 63.1 If you are approved for SMS Alerts or Email Alerts on an eligible Account nominated by you, you can use the SMS facilities on your mobile phone, or through your nominated email address (or any other method of transmission as agreed between you and us) to receive updates from us about your Account. You can select from a variety of different kinds of updates to receive.
- 63.2 Alerts Services are not available on all the accounts that we offer.
- 63.3 You can apply for SMS Alerts and Email Alert if you are already registered for Internet Banking, and must make your application within Internet Banking. We may from time to time approve other methods of applying for SMS and Email Alerts, and our staff and/or website will advise you of any such methods, and how to make your application. If your application is approved, your access to Alerts Services will be activated and you will incur charges for the Alerts Services as set out in clause 74. You can cancel or vary your Alerts Service preferences and subscription within Internet Banking, or any other method we advise you in writing or on our website is acceptable.

63.4 Approval of your application is at our discretion. The accounts available for use with the Alerts Service will be only those which are so identified on our website in the Alerts Service creation screens, and/or in your Fees and Charges booklet.

63.5 We will send you a welcome message via SMS and/or Email within 24 hours of approval of your application. Should this message not be received within 48 hours of submitting your completed application:

- you must contact the Internet Banking Help Desk on 1300 555 203; if you applied for Alerts Services through Internet Banking; or
- you must call the phone number given to you at the time of your application for Alerts Services, if you applied for Alerts Services using any other method approved by us (other than Internet Banking).

64 General Information about Alerts Services

64.1 All communications sent via the Alerts Service to the contact details registered by you with us (“your Contact Details”) shall be deemed to be delivered to you at the time when the communication was sent by us. If in our opinion communications sent to your Contact Details have failed to reach you we may in our sole discretion stop sending further communications.

64.2 In applying for an Alerts Service you agree that Email Alerts and SMS Alerts sent to you as part of the Alerts Service do not have to contain a functional unsubscribe facility, and you acknowledge your consent to us supplying you with the electronic messages you have nominated and applied for as part of the Alerts Service.

- 64.3 If you are seeking the Alerts Service in relation to an Account that requires two or more to sign, an application for the Alerts Service may not be approved unless all parties to the Account have advised us in writing that they wish to enable an Alerts Service on that Account.
- 64.4 Once your application for the Alerts Service has been approved you may select the type and frequency of the Alerts Service messages you wish to receive and the Accounts to which they relate on the appropriate pages of the website within Internet Banking (or by any other method that we have informed you in writing or on our website is acceptable). You may choose to receive one or more of the Alerts Service messages listed on our website.
- 64.5 If an Account for which you are registered to receive the Alerts Service is a joint account and all Account holders live at the same address, and only one account holder is registered for an Alerts Service, you agree that one Account holder will be appointed the agent of the other Account holders for the purposes of receiving notices from us under this clause. This means that only one notice will be sent for the Alerts Service for that Account.
- 64.6 You warrant that you are a resident of Australia when you apply for the Alerts Service and that all particulars given to us are to the best of your knowledge accurate when given.
- 64.7 It is your obligation to notify us promptly of any change of address or other personal particulars recorded with us, including your Contact Details. We are not liable for any losses incurred as a result of your failure to update your Contact Details with us.
- 64.8 You must not reply via SMS or email to any Alerts Service as we will not read or respond to such messages from you.

- 64.9 You may cancel the Alerts Service at any time by giving notice to us within the appropriate screen in Internet Banking (or by any other method that we advise you in writing or on our website is acceptable).
- 64.10 The Alerts Service is only available to you if you have the appropriate Electronic Equipment and a service provider.
- 64.11 We reserve the right to restrict the number of pieces of Electronic Equipment which may be nominated by you for receiving an Alerts Service from time to time and different restrictions may apply to different types of customers.
- 64.12 You must notify us immediately upon the disconnection or suspension of the Electronic Equipment nominated by you for receiving an Alerts Service.
- 64.13 It is your responsibility to obtain and maintain any Electronic Equipment which you may need to have for you to use the Alerts Service. You should ensure that your Electronic Equipment is capable of receiving the Alerts Service messages you request from us.
- 64.14 Subject to systems availability, balance alerts will ordinarily be transmitted at approximately 8am AEST.
- 64.15 Subject to systems availability, Alerts Service messages generated by a transaction (excludes balance alerts) that occurs on or after 11pm and before 6am AEST will be ordinarily sent as close as practicable to the next occurring 8am AEST.
- 64.16 Subject to systems availability, Alerts Service messages generated by a transaction (excludes balance alerts) that occurs on or after 6am and before 11pm AEST will ordinarily be sent as soon as practicable after the transaction occurs.

64.17 When a high balance or low balance alert has been generated by a transaction that occurred on or after 11pm and before 6am the current balance and available balance of the relevant Account will (ordinarily and subject to systems availability) be calculated at approximately the time we send you the Alerts Service message (approximately 8am AEST). The current balance and available balance at that time will therefore be affected by all other Account transactions which have occurred in the intervening period.

64.18 In relation to a deposit of uncleared funds, such as a cheque, the transaction which generates an Alerts Service message is the receipt by us of the cheque rather than the clearance of the cheque deposit.

65 Availability

65.1 The Alerts Service may without notice to you be suspended or terminated for any reason including without limitation invalid data; nominated Account closure; insufficient funds within the nominated Account; breakdown, maintenance; modification; expansion and/or enhancement work caused or initiated by a telecommunications company concerned in relation to their network or by any service provider in respect of the Alerts Service. We may, however, send you service or related information via SMS, Email or any other form of transmission at any time.

65.2 We will make reasonable efforts to ensure that the Alerts Service is provided during the hours specified by us from time to time; and that the information we make available to you through the Alerts Service is correct. However, we do not guarantee the accuracy or delivery of an Alerts Service message sent to you.

65.3 We may place your Alerts Service into an "inactive status" if no Alerts Service messages are triggered for any of your Accounts for 120 consecutive days and you do not visit

our website (or contact us using any other method deemed acceptable on our website for communicating with us about SMS Alerts), and choose to receive any new Alerts Service messages or modify any Alerts Service messages already chosen in that same period. You can re-activate your access to the Alerts Service at anytime in the future by re-applying for the Alerts Service as set out in clause 63.

65.4 Please tell us about any service fault or difficulty with the Alerts Service by calling us on 13 38 00, 24 hours a day, seven days a week.

66 Records and security

66.1 We will generally not maintain a record of each Alerts Service message sent to you by the Alerts Service. We will maintain records of our transmission of each Alerts Service message for the purpose of charging you for the Alerts Service. An Alerts Service message is an information message only and does not constitute nor is it evidence of a banking record of your Account.

66.2 You acknowledge that we have no control over who may have access to the information supplied by us via the Alerts Service once it has left us. If you wish to maintain confidentiality in respect of the information provided you must restrict access to your Electronic Equipment.

66.3 If you take your Electronic Equipment outside Australia without suspending the Alerts Service you shall be deemed to authorise us, the network operators and any third party to whom information about you and your Account has been passed for the provision of the Alerts Service to transmit such information and store information in such countries or territories as are necessary to send the Alerts Service messages to your Electronic Equipment.

67 Liability

67.1 Subject to applicable laws, neither we nor any of the third parties which we rely on to provide the Alerts Service are liable or responsible for any failure or delay in transmitting information to you or any error or failure in such information unless this results from negligence or wilful default on our part or such third parties. In particular, neither we nor any such third parties are liable or responsible for the consequences arising from any cause beyond our reasonable control including without limitation failure of your Electronic Equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. Without limiting this clause (but subject to applicable laws):

- we have no liability to you if you suffer loss due to an Alerts Service message not being received accurately or at all;
- we will not be liable to you for any loss you suffer due to any strike or industrial action which leads to the Alerts Service being wholly or partly unavailable; and
- we will not be responsible for any loss or damage caused to your data, software, computer, Electronic Equipment or other equipment caused by your use of the Alerts Service unless such loss or damage is directly and solely caused by our negligence or deliberate fault.

67.2 If you fail to ensure the security of your Electronic Equipment we have no liability to you in respect of any loss or damage that may occur after transmission of any Alerts Service message by us.

- 67.3 You acknowledge that the third parties supporting the Alerts Service are neither agencies of us nor represent us.
- 67.4 You indemnify us against all actions, claims, demands, liabilities, losses, damages, costs and expenses of whatever nature that may result or which we may sustain, suffer or incur as a result of your use of the Alerts Service that we provide to you.

68 Fees and Charges

- 68.1 We will charge you a subscription fee and a usage fee (as provided in your Fees and Charges booklet).
- 68.2 The usage fee for Email Alerts and the usage fee for SMS Alerts are disclosed in the Fees and Charges booklet.
- 68.3 We may change usage fees at any time after notification to you in accordance with clause 3. Where possible, the fees charged will be debited to the Account on which the Alerts Service has been triggered.
- 68.4 From time to time, we may waive fees normally payable for the provision of Alerts Service messages. We will tell you the period for which any fee waiver applies.
- 68.5 We may introduce new fees or charges in relation to the Alerts Service at any time, after notification to you in accordance with clause 3.
- 68.6 You shall bear any fees, charges or expenses which may be imposed by your service provider and/or any telecommunications company providing or servicing your Electronic Equipment in connection with the Alerts Service.

Section M – General Matters

69 General Descriptive Information

The following general descriptive information is for the guidance of customers of the Bank. It is not a complete statement of the matters it deals with. Some aspects of the law that it covers are not settled. You should seek advice if you have any query on these matters. Also, we can make available to you general information about our account opening procedures and complaint handling procedures.

Read the Terms and Conditions

We recommend that you read these Terms and Conditions, the Fees and Charges and how to minimise them booklet and the Interest Rates Brochure before you enter into the relevant contract with us.

Tax File Numbers

What is a TFN?

A tax file number (TFN) is a number issued by the Australian Taxation Office for a taxpayer. It appears on your tax assessment notice.

How do you get one?

If you do not have a TFN you can apply for one at the Australian Taxation Office.

Quoting your TFN

When you open an interest bearing account with us, or make an interest bearing deposit with us, you may quote us your TFN for that investment. It is not compulsory.

Tax

If you choose not to quote your TFN for that Account, then unless you are exempt, tax law requires us to take out an amount for tax at the maximum personal marginal tax rate plus Medicare levy rate from any interest income on the account.

We will notify you of the amount that we take out at the same time that we notify you of any interest paid.

Exemptions

In some cases we do not have to take out tax. Contact the Australian Taxation Office for more information. If you are in an exempt category of persons, you should notify us to avoid tax being taken out of your account.

Joint Accounts

If there is a joint investment by two or more persons, each person will only be taken to have quoted if at least two of them have either quoted their TFN or are exempt. If at least two of them have TFNs, each person will only be taken to have quoted if at least two TFNs are quoted.

Partnerships

If the partnership has its own TFN, use this when quoting a TFN. If there is no partnership TFN, follow the rules for joint accounts.

Trust Accounts

If you are a trustee and have a trust TFN, use the trust TFN when quoting a TFN. If you do not have one, use your own TFN.

Accounts held for children

If you are an adult holding an account for a child, you are a trustee. Follow the rules for trust accounts.

How to quote your TFN

If you want to quote your TFN or notify us that you are exempt, forms are available at any Branch. We will return the form to you when we have recorded your TFN or exemption.

Combination and Set-Off

We can combine or set-off the balance of two or more of your accounts, even if the accounts are at different Branches. This may happen when one of your accounts is overdrawn or is in debit. We will not combine or set-off your accounts if:

- (a) the accounts are not held by the same person or persons; or
- (b) we know that the accounts are held in different capacities (e.g. one is held by you as a trustee); or
- (c) doing this would breach the Code of Operation for Centrelink Direct Credit Payments.

Under the Code of Banking Practice, if it applies, we must promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

If you are in Financial Difficulties

If you owe us money, we recommend that you tell us promptly if you are in financial difficulty.

Joint Accounts

If you have a joint account with another person or persons, you will each be liable equally for any amount due to us on the account, unless the contract with us states otherwise. Usually the contract will state that your liability is both joint and several. This means we can sue all of you or any one of you for the whole of the amount owing and that you could end up paying the total amount outstanding on the account.

If you die or become bankrupt, your estate will be liable to the same extent as you were. If you die and there is a credit balance on an account you hold jointly with others, the money does not go to your estate (and so to the beneficiaries under your Will) but to the other joint account holders.

It will be up to you and the other joint account holders to say how many of you must sign in order to operate the account. For example, you might arrange with us that each of you has to sign a cheque drawn on the joint account.

Alternatively, you might arrange that only one of you needs to sign. This arrangement will be part of your contract with us and may be altered at the request of yourself and the other joint account holders. However, we will normally treat all authorities for operating the joint account as cancelled once we know of your death (and certain conditions have been met) or of your bankruptcy. Also, regardless of any authorities to operate, any party to a joint account can require us to operate the account only on the signature of all parties. This might be done if there is a dispute between the joint account holders.

Cheques

What is a cheque?

A cheque is a written order to a Financial Institution to pay a sum of money on demand. Financial Institutions ("FI") provide cheque forms and generally insist on the use of these forms.

Time taken for clearing a cheque

Cheque clearance involves several steps, which may take a number of days. You should ask us for an estimate of the time it will take, if you need to know. The steps are usually as follows:

- (a) first, you deposit in your account a cheque you have received;
- (b) second, we will seek payment of the cheque from the FI on which the cheque is drawn (the two FIs could be the same); and
- (c) third, that FI will pay the proceeds of the cheque to us. Only then will the cheque be cleared.

Normally you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your account may be credited with the proceeds of the cheque. This rule applies even to cheques made payable to "cash".

How a cheque may be specially cleared

If you want especially fast clearance of a cheque you can ask us for a special clearance. You should ask for an estimate of the time it will take and the cost. You cannot get a special clearance on overseas cheques. Our fee for a special clearance covers the extra administrative costs involved in making a special payment request to the FI where the cheque Account is held (including a possible courier charge). Please refer to the Fees and Charges and how to minimise them booklet.

What is the effect of crossing a cheque?

If you cross a cheque you are telling a FI not to cash it across the counter. The cheque should then be paid to a FI (e.g. into a customer's account). If a FI does cash the cheque it may be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque from top to bottom two parallel lines, with or without the words "not negotiable" between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of your cheque.

What is the meaning of "not negotiable"?

The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has the same rights as the person who transferred it to him or her.

For example, your cheque may be stolen and then passed on by the thief to another person. That person may then obtain payment of the cheque. In this example, if the cheque was crossed and marked "not negotiable", the person from whom the cheque is stolen might recover the amount of the cheque from the person who obtains payment of the cheque, even though that person may not have done anything wrong.

What is the meaning of “account payee only”?

These words on a cheque are a warning to a FI that the cheque should be paid only to the person named in the cheque as payee. If that FI credits a different person’s account, it may be liable to the true owner, unless the FI acted in good faith and without negligence (e.g. by making enquiries and receiving a reasonable explanation). The words “account payee only” do not prevent the transfer of a cheque.

What is the significance of deleting “or bearer”?

Cheques are generally printed with the words “or bearer” appearing at the end of the line on which you put the name of the person to be paid (you will see this in your cheque book).

The words “or bearer” mean that (except in cases where the cheque is crossed and must therefore be collected by a FI) we have authority to pay the cheque to any person in possession of the cheque, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

If you wish to alter this by making the cheque an “order” cheque, the simplest thing to do is to cross out the words “or bearer” which are printed on the cheque. The words “to the order of” may also be inserted before the name of the payee, but if this is done the words “or bearer” must still be crossed out.

If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a FI) we should only pay it:

- (a) to the named payee; or
- (b) to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

How and when may a cheque be stopped?

You may stop payment on a cheque you have written by notifying us before the cheque is paid by us. Speed is important. You may notify us initially by telephone. This will put a hold on your cheque for a short time until you provide written instructions. You must then notify us in writing to stop the cheque. You can do this at any Branch. You must identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable.

You can tell us to stop a cheque by using Internet and Phone Banking. If you use Internet and Phone Banking to notify us to stop a cheque you do not have to confirm that notice in writing.

We may charge a fee for stopping payment on a cheque. Please refer to the Fees and Charges and how to minimise them booklet.

Reducing the risk of unauthorised alteration

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead us or make it easy for someone else to alter your cheque. You should:

- (a) not leave gaps between the words or figures (if someone alters them cleverly, you may have to pay the altered amount);
- (b) begin the amount in words as close as possible to the lefthand side;
- (c) begin the amount in figures as close as possible to the dollar sign (\$);
- (d) never write a cheque in pencil or ink that can be rubbed out;
- (e) never sign a cheque before it is used or filled out; and
- (f) always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

Cheques returned unpaid or “dishonoured”

Your cheque may be returned unpaid or “dishonoured” in certain circumstances, such as where:

- (a) there is not enough money in your account or your overdraft is not enough to cover the cheque; or
- (b) there is some irregularity with your cheque, for example your cheque is unsigned, is more than 15 months old, is postdated (i.e. bears a date that has not arrived), or has been materially altered (e.g. by a change of the amount originally stated in it) and you have not initialled the alteration (some FIs even require a signature); or
- (c) you have instructed us to stop payment of your cheque; or
- (d) we have received notice of your mental incapacity, or of your death (and certain conditions have been met); or
- (e) a court order has frozen your account.

A dishonour fee may be charged by us to meet processing costs. Please refer to the Fees and Charges and how to minimise them booklet.

If a cheque you have deposited is dishonoured, we will inform you. We will also reduce the balance of your account by the amount of the cheque if we have already credited your account with that amount. We may also charge you a fee to cover our administrative costs. Please refer to the Fees and Charges and how to minimise them booklet.

Financial Institution cheques

The term “Financial Institution cheque” (which includes a bank cheque) describes a cheque which is to be paid by the Financial Institution itself, rather than from a customer’s account.

Financial Institution cheques are generally treated by the law in the same manner as ordinary cheques. Although many people regard Financial Institution cheques as cash, you should be aware that in some cases a Financial Institution cheque may not be paid by the Financial Institution that issues it. To clarify the position, the banks who are members of the Australian Bankers' Association (including us) have adopted the following policy in relation to bank cheques:

- (a) Forged or unauthorised bank cheques – if the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable on it.
- (b) Bank cheque materially altered – a bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will cooperate with any holder of a cheque, or a person who is about to receive it, who may want to verify that the cheque is a valid bank cheque.
- (c) Bank cheque reported stolen or lost – where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank may provide a replacement bank cheque for a fee.
- (d) Court order restraining payment – a bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.
- (e) Failure of consideration for the issue of bank cheque – where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque only if the person presenting the bank cheque for payment:

- (i) has not given the value for it (e.g. the bank cheque is stolen); or
- (ii) has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

Our fees for the issue of a bank cheque or a replacement bank cheque are set out in the Fees and Charges and how to minimise them booklet.

70 Australian Government's Financial Claims Scheme

You may be entitled to payment under the Australian 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.

71 Unclaimed monies

If you have not made a deposit or a withdrawal from your account for seven years, we may close your Account, and transfer any money in your Account to the Government. We will usually notify you before we close your Account, but there may be circumstances where we are not able to (such as where our record of your address is out of date). You can visit any branch to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the Government).

72 Reasonableness

We will act fairly and reasonably in accordance with our legitimate business interests in exercising our rights and discretions under these Terms and Conditions.

St.George Business Direct 13 38 00

Important

Should you lose your card, please immediately notify the 24 hour Card Service Centre on 1800 028 208, seven days a week (free call).

For General Customer Enquiries, please call 13 38 00, 24 hours a day, seven days.

Disputes

If your complaint is not immediately resolved to your satisfaction, contact:

Senior Manager, Customer Relations

Locked Bag 1

Kogarah NSW 1485

Telephone (metro): 1800 804 728

Telephone (non-metro): 1800 804 728

After this, if the matter is still not resolved to your satisfaction, contact:

Financial Ombudsman Service (FOS)

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 780 808

www.fos.org.au

