Terms and Conditions

For Electronic Cash Management Account and Internet and Phone Banking
This document contains the terms and conditions for the *Electronic Cash Management Account*.

The advice in this booklet is prepared without consideration of your objectives, financial situation or needs. Before acting on this advice, you should consider if it is appropriate for your needs. Please obtain and consider all the Terms and Conditions before deciding whether to hold or acquire a product. A copy of the Terms and Conditions is available at our branches, or by calling us on 133 800.

The product to which this booklet applies is a financial product issued by St.George Bank.
You may contact your Stockbroker or Adviser directly for further information. Alternatively, you may contact us:
- by calling us on **1300 786 379** 8:30am to 5pm (Sydney time), Monday to Friday;
- by email: **stgeorge@stgeorge.com.au**;
- by visiting our website: **stgeorge.com.au**;
- by writing to us at St.George Banking Support, 1 King Street, Concord West, NSW, 2138; or
- by faxing us at 02 9995 8020

To assist you to understand this booklet, it is divided into the following sections:

**Section A** – Features of your *Electronic Cash Management Account*.

**Section B** – Terms and Conditions that apply to your *Electronic Cash Management Account* and Internet and Phone Banking.

**Section C** – Terms and Conditions that apply to your *Electronic Cash Management Account*

**Section D** – Terms and Conditions that apply to all Payment Services

**Section E** – Terms and Conditions that apply to Internet and Phone Banking.

**Section F** – Terms and Conditions that apply to BPAY®

**Section G** – Terms and Conditions that apply to Direct Credits.

**Section H** – Terms and Conditions that apply to Direct Debits.

**Section I** – Terms and Conditions relating to the operation of the Account by your Stockbroker or Adviser.

**Section J** – General Description Information.
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<td></td>
<td>✓</td>
</tr>
<tr>
<td>No fixed term</td>
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<td>Funds at-call</td>
<td></td>
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<td>Branch access</td>
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<td>ATM card access</td>
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<td>Cheque facility</td>
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Section A – Features of your Electronic Cash Management Account

Summary of Electronic Cash Management Account features

Electronic Cash Management Account has no minimum deposit and no fixed term requirements, with interest calculated daily and paid monthly.

Your Electronic Cash Management Account is accessed by Internet and Phone Banking only.

Interest

Interest is calculated daily on the full balance in an Electronic Cash Management Account and paid monthly. Interest rates are revised regularly and can be accessed by contacting St. George Bank.

No minimum balance, no minimum deposit

You do not have to maintain a minimum balance.

Convenient banking

All Electronic Cash Management Account transactions must be made using Internet or Phone Banking.

Also, you can deposit money into your Electronic Cash Management Account by electronic direct credit and by using “Third Party Transfers” or “pay anyone” facilities (if they are available) at other banks. Some Financial Institutions require you to register to use a “Third Party Transfer” or “pay anyone” service and may impose daily limits.

Please speak with a representative of your Financial Institution for further details.

Statements of Account

We send you a statement of your transactions and interest earned on your Electronic Cash Management Account once every three months. Also, you can check the latest transactions and interest rates by using Internet or Phone Banking.
Answers to questions you may have

How do I deposit my money?
You can have money (like your salary or dividend payments) credited directly to your account, as well as using “Third Party Transfer” or “pay anyone” facilities (if they are available) to make deposits from other Financial Institutions.

Do I have to keep a minimum balance?
No.

How do I check the current interest rate?
You can check the current interest rate using Internet or Phone Banking or by contacting the relationship branch listed on your Interest Rate Schedule.

Will I get a statement?
You are sent statements for your Electronic Cash Management Account quarterly. Also, you can check your balance and transactions online or by phone at any time.

Do I ever visit a branch?
No, all transactions on your Electronic Cash Management Account are conducted over the Internet or Phone.

Is it safe to bank by Internet or Phone?
St.George Internet and Phone Banking has high levels of security in place to ensure your banking details remain private. All the information transmitted is encrypted.

What about ATM or cheque access?
ATM access and cheque access are not available on Electronic Cash Management Accounts.

How will I know when my Electronic Cash Management Account is active?
When you receive a Internet and Phone Banking welcome pack containing your Electronic Cash Management Account access card and Internet and Phone Banking access numbers.
Section B – Terms and Conditions that Apply to your Electronic Cash Management Account and Internet and Phone Banking

1 Important Words

“Access Method” means a method we authorise you to use to instruct us through Electronic Equipment to debit or credit your Electronic Cash Management Account.

“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 the Electronic Cash Management Account and Internet and Phone Banking.

“BPAY®” means BPAY Pty Ltd ABN 69 079 137 518 of Level 6, 1 York Street, Sydney 2000 Tel: (02) 8252 0500.

“BPAY Scheme” means the scheme described in clause 34.

“Business” means a sole trader, company, corporation, partnership, superannuation fund or trust, but does not include bare/informal trusts or trusts with more than four trustees.

“Business Account” means an account designed for and solely used for business, superannuation fund or trust purposes.

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

“Cardlink Services Limited” means Cardlink Services Limited ABN 60 003 311 644 of Cnr Park Road and South Parade, Auburn 2144 Tel: (02) 9646 9222.

“Code” means an Internet and Phone Banking Security Number, Internet Banking Password, Password or any similar information which may be required in order to make EFT Transactions to or from an EFT Account and which you are required to keep secret.

“Device” means an article we give you to perform EFT Transactions.
“Electronic Cash Management Account” or “Account” means the Electronic Cash Management Account held by you with us.

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

“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 us through Electronic Equipment to debit or credit an EFT Account and not intended to be authenticated by comparing a manual signature with a specimen signature.

“Electronic Equipment” includes a terminal, computer, television and telephone.

“Fees and Charges Booklet” means the Electronic Cash Management Account Fees and Charges and how to minimise them booklet, which sets out the fees and charges applicable at the time you open your Electronic Cash Management Account and any subsequent notices we give you about current fees and charges.

“Financial Institution” means any bank or building society or credit union.

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

“Identifier” means information that you know and must provide to perform an EFT Transaction but are not required to keep secret.

“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 Rate Schedule” means the Electronic Cash Management Account Interest Rate Schedule which sets out the interest rates applicable at the time you open your Electronic Cash Management Account and any subsequent notice we give you about current interest rates.

“Internet and Phone Banking” means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to your Electronic Cash Management 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 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 Internet and Phone Banking Security Number to access Internet Banking.

“Mistaken Internet Payment” means a payment, other than one using BPAY®, by an individual through a “Pay Anyone” internet banking facility and processed through the direct entry (Bulk Electronic Clearing) system where the funds are paid into the account of an unintended recipient because the individual enters or selects a BSB number or other information that does not belong to the intended recipient as a result of the individual’s error or the individual being advised of the wrong BSB number and/or identifier.

“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 43 for that day.

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

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

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

“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 number by SMS or an Australian 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 the Account or Payment Service for use in connection with a business that does not meet the elements in (a) or (b) above.

“Stockbroker or Adviser” means the Stockbroker or Adviser through whom you opened your Electronic Cash Management Account.

“Terms and Conditions” means the terms and conditions set out in this booklet, the Interest Rate Schedule and the Fees and Charges booklet and any changed or new terms and conditions we inform you about.

“Third Party Payments” means:

(a) a payment made to a third party;
(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 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 233714 and its successors and assigns and “you”, “your”, and “yours”
2  About this booklet

2.1 This booklet sets out all the terms and conditions that govern:
(a) your Electronic Cash Management Account; and
(b) Internet and Phone Banking in so far as that service is used in conjunction with your Electronic Cash Management Account.

2.2 You should read the Terms and Conditions carefully and any other terms we give you which we inform you apply to your Electronic Cash Management Account or Internet and Phone Banking.

2.3 The relevant provisions of the Code of Banking Practice will apply to your Electronic Cash Management Account if you are an individual or a Small Business.

2.4 We warrant we will comply with the ePayments Code, where it applies. If your facility is designed primarily for use by a business and established primarily for business purposes, the ePayments Code will not apply to it.

2.5 If any other information about the Electronic Cash Management Account or Internet and Phone Banking is made available, it may be accessed by calling 133 800 from 8am to 8pm (EST), Monday to Saturday, by emailing us at stgeorge@stgeorge.com.au, by visiting our website at stgeorge.com.au or by contacting the relationship branch listed on your Interest Rate Schedule.

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 any change to the Terms and Conditions in the way set out below.

3.3 The following table sets out when and how we will notify you about certain changes.
<table>
<thead>
<tr>
<th>Type of change</th>
<th>Notification we will give you</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>We will give written or electronic notice to you at least 30 days before the change affects you.</td>
</tr>
</tbody>
</table>

A If we:
(a) introduce a new fee or charge (other than a government fee or charge see clause 3.6); or
(b) increase any fee or charge; or
(c) change the method of calculating interest; or
(d) change the frequency that interest is debited or credited; or
(e) change the balance ranges within which interest rates apply to the Electronic Cash Management Account; or
(f) in relation to an EFT Transaction:
   (i) impose or increase charges for the issue or replacement of a Code or performing an EFT Transaction; or
   (ii) increase your liability for losses relating to EFT Transactions; or
   (iii) vary the daily or periodic transaction limits on EFT Transactions, a Payment Service or Electronic Equipment.

B If we make any other change to the Terms and Conditions.

We will notify you in the media or in writing or electronically on or before the day any change takes effect.

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 (where the Code of Banking Practice and the ePayments Code permit and 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 3 Business Days after we post it by ordinary mail to the mailing address we have last recorded. So that our record of your contact details remains accurate and up to date, you must notify us of any change to your contact details. We will need instructions from you before changing your name or contact details.

If you change your name, you must provide us with the documents we require and send us a certified copy of evidence satisfactory to us of your change of name.

You may change your name or address by contacting us on 133 800 or by contacting your relationship branch listed on your Interest Rate Schedule. If you change your name, you must supply the documents we require.

If you change your address and don’t tell us, you will be considered to be notified if we write to the old address.

If we receive returned mail for your Electronic Cash Management Account because you have not told us of a change of address, we may place a stop on your account so that you cannot withdraw money until you contact us.

3.6 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.

3.7 We need not give you any advance notice where a change has to be made because of an immediate need to maintain or restore the security of our systems or your Electronic Cash Management Account or Payment Service.

3.8 Where the Code of Banking Practice and the ePayments Code permit and 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.
4 Your privacy

4.1 When you apply for an Electronic Cash Management Account, 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 Electronic Cash Management Account.

4.2 We handle personal information in accordance with our privacy brochure, entitled “Protecting Your Privacy”. You can obtain a copy of the brochure by calling 133 800. Our website privacy policy is also available by visiting stgeorge.com.au

4.3 We acknowledge that, as well as our duties under legislation, we owe a general duty of confidentiality to you.

However, in some cases we may disclose your personal information if:

(a) disclosure is compelled or permitted by law; or
(b) there is a duty to the public to disclose; or
(c) our interests require disclosure; or
(d) disclosure is made with your express or implied consent.

4.4 You agree that we may disclose to a Related Entity:

(a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that Related Entity; and

(b) any other information concerning you, if the Related Entity provides financial services related or ancillary to those provided by us, unless you tell us not to in writing. Please refer to the General Descriptive Information in Section J of this booklet for information about how you may tell us not to disclose information.

4.5 We, or any Related Entity to whom we disclose information pursuant to clause 4.3, may disclose information about or provided by you to employees or outside contractors for the purpose of our or the Related Entity’s businesses. Any outside contractor to whom we or a Related Entity disclose information will have access to that information only for the purpose of our or the Related Entity’s business and will be strictly prohibited from using that information for any other purpose whatsoever.
4.6 You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Cwlth) permits disclosure of such information.

4.7 On a written request by you, we will provide you with our record of your address, occupation, marital status, age, sex, bank accounts with us and statements relating to those bank accounts (including your Electronic Cash Management Account). We may charge you our reasonable costs of supplying this information.

Information on our fees for privacy access requests is set out below. 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.

<table>
<thead>
<tr>
<th>Fees Applicable to Privacy Access Requests</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name/Address of Person Details</td>
</tr>
<tr>
<td>Card Personal Details</td>
</tr>
<tr>
<td>Account Information</td>
</tr>
<tr>
<td>Personal Correspondence Details</td>
</tr>
</tbody>
</table>

4.8 You must promptly tell us of any change of your name or address.

4.9 Unless you give us a written instruction not to do so, we may from time to time send you information concerning financial and other services offered by us or Related Entities.

4.10 Further, you may from time to time be contacted by representatives of us or Related Entities. Those representatives may be either employees of or contractors to us or the Related Entity.

Any person who contacts you will have access to information about or provided by you only for the purpose of our or the Related Entity’s business and will be strictly prohibited from using that information for any other purpose whatsoever.

5 Security

5.1 For your own security against loss, you should ensure that any Access Methods that relate to your Electronic Cash Management Account, such as
your Internet and Phone Banking Security Number and Internet Banking Password, are safeguarded. Further information about keeping Access Methods secure is set out in clauses 33.1 to 33.9.

5.2 If you want a third party to collect information about your *Electronic Cash Management Account* from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password 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 Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password to a third party we have approved as a breach by you of clauses 33.1 to 33.9.

6 Problems and Disputes

6.1 If you believe an error has been made, please notify us by calling 133 800 or by contacting the relationship branch listed on your Interest Rate Schedule.

We will correct any error that is found to be ours as soon as possible.

6.2 To assist us in resolving your problem or complaint, you should:

(a) report it promptly; and

(b) state clearly the nature of the problem or your particular grievance; and

(c) have available all documents and background information.

6.3 If the matter is not resolved to your immediate satisfaction, you can follow the dispute procedures set out in this clause 6. Please refer to our “Customer Satisfaction” brochure for further information. It is available at any of our branches.

6.4 You can lodge a complaint at any of our branches or telephone or write to the Senior Manager, Customer Relations at our head office in Sydney.

The relevant details are set out on the back page of this booklet.
6.5 If we do not immediately resolve your complaint to your satisfaction, we will inform 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.

6.6 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 Electronic Cash Management Account has been accessed with the correct Access Methods, whilst significant, will not be conclusive evidence that you have contributed to any loss.

We will make any corrections to your Electronic Cash Management 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.

6.7 If you request, we will provide you with further details about any correction shown on your Electronic Cash Management Account statement.

6.8 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. If we need more time or details to complete our investigation, we will inform you in writing. Unless there are exceptional circumstances, we will complete our investigation within 45 days.

6.9 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.

6.10 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.

6.11 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 is listed on 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 Privacy Commissioner. Please refer to “Protecting Your Privacy” brochure discussed in clause 4.2 for further information.

6.12 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 an 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.

6.13 If you have a complaint which relates to the BPAY Scheme, and you are not an individual, then we will resolve your dispute in accordance with dispute resolution procedures established under the BPAY Scheme.

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; and

(b) we will disclose information we hold to regulatory and law enforcement agencies, other Financial Institutions, third parties and members of the St.George 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 GST

8.1 We will tell you if any fees we charge you are GST inclusive.

8.2 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.

8.3 We will tell you of any additional GST amount you must make on a payment.

Section C – Terms and Conditions that Apply to your Electronic Cash Management Account

9 Opening an Electronic Cash Management Account

9.1 You must complete an application form to open an Electronic Cash Management Account.

When you open an Electronic Cash Management Account with us, you will need to provide information requested about you.

9.2 When you open your Electronic Cash Management Account with us, you may quote us your Tax File Number (TFN) or an exemption if it 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.

9.3 General descriptive information about TFNs is given in Section J of this booklet.

9.4 We have the right to refuse to open an Electronic Cash Management Account or undertake a Internet and Phone Banking transaction for any person, if we comply with all applicable laws.

9.5 If you are seeking to switch your personal transactions account from another financial institution in Australia, we can assist in that switching process.

10 Interest

10.1 The current interest rate for your Electronic Cash Management Account is set out in the Interest Rate Schedule. You can obtain a copy of the latest Interest
Rate Schedule by contacting your relationship branch listed in your Interest Rate Schedule.

10.2 Interest is calculated daily on the balance of your Electronic Cash Management Account at the end of each day, including the day of deposit but excluding the day of withdrawal.

Interest is credited to your Electronic Cash Management Account on the last Business Day in each month and on the day we close your Electronic Cash Management Account. Any interest credited to your Electronic Cash Management Account is available for your use on the next Business Day after it has been credited to the account.

10.3 We may change the interest rate for an Electronic Cash Management Account at any time. We will notify you in the media of any changes to the interest rate.

11 Fees and charges

11.1 The current fees and charges for your Electronic Cash Management Account are set out in the Fees and Charges Booklet.

11.2 We may introduce fees and charges to the Electronic Cash Management Account and change those fees and charges from time to time. We will, however, give you prior written notice of this in accordance with clause 3.

11.3 No Government charges currently apply to your Electronic Cash Management Account. However, the Government may introduce charges that apply to your Electronic Cash Management Account and change them from time to time, but we will give you notice of this in accordance with clause 3.

12 Adjustment of debits and credits to your Electronic Cash Management Account

12.1 We credit payments to your Electronic Cash Management Account as soon as practicable after we receive them.

This is not necessarily the same day that we receive the payment. We do not debit your Electronic Cash Management Account earlier than the date on which the relevant transaction occurs.
12.2 We may subsequently adjust debits and credits to the Electronic Cash Management Account and the balance on your Electronic Cash Management Account so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a direct entry payment is dishonoured). If we do this, we may make consequential changes (including to interest paid on the account).

13 Statement of account

13.1 We will send you a statement of account for your Electronic Cash Management Account every three months to your nominated address, unless your Account has a zero balance and no amounts have been debited or credited to it during the statement period, in which case we may not send you a statement for that period. You may also obtain information as to your Electronic Cash Management Account balance and transaction history via Internet and Phone Banking.

13.2 We will send the statement of account to you in one of the following ways:

(a) in writing; or

(b) electronically (where the Code of Banking Practice and the ePayments Code permit and 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.

13.3 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. You can do this, or query an entry on a statement, by calling 13 33 30, 24 hours, 7 days a week. 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.

13.4 If you are a Joint Account holder living at the same address as another Joint Account holder of the same Account, you can request that one Account holder be appointed the agent of the other Account holders for
the purposes of receiving the statements of Account. This means that only one statement of Account will be sent for the Account. If you do not request us to send the statement of Account to that address or if Joint Account holders live at different addresses notified to us, on request we will send statements to up to two different addresses.

14 Accessing your Electronic Cash Management Account

14.1 Your Electronic Cash Management Account may be used to effect:

(a) transfers to your Electronic Cash Management Account from any eligible account you hold; or
(b) direct electronic credits (e.g. salary credits) to your Electronic Cash Management Account.

14.2 Transfers to and from your Electronic Cash Management Account may be made only by Phone Banking or Internet Banking or direct electronic credit. Transactions cannot be undertaken on your Electronic Cash Management Account using ATMs, EFTPOS, cash, cheque or any other method.

14.3 You may arrange to have electronic payments (such as dividends) credited directly to your Electronic Cash Management Account. Please see clause 48 in relation to direct credits.

14.4 We credit any transfer to your Electronic Cash Management Account on the day we process the transfer.

14.5 You authorise us to debit your Electronic Cash Management Account with the amount of any transfer we credit to your Electronic Cash Management Account which is later reversed.

14.6 We debit any transfer from your Electronic Cash Management Account on the day you ask us to make the transfer. You will not earn interest on the amount you wish to transfer from the date you ask us to make the transfer. We may not process the transfer until the next batch processing day (see clause 32.1). We do not process transfers on weekends or public holidays. So, we recommend that you make transfers from your Electronic Cash Management Account on Business Days only.
15 Withdrawals

15.1 As your *Electronic Cash Management Account* is a savings account, the minimum balance on your *Electronic Cash Management Account* is nil. That is, you must not overdraw your *Electronic Cash Management Account*.

15.2 From time to time, we may allow you to overdraw your *Electronic Cash Management Account*. We have no obligation to do so.

If we do allow you to overdraw your *Electronic Cash Management Account*, you authorise us to debit the balance of another account you hold with us immediately to repay the overdrawn amount.

16 Overdrafts

You cannot apply for a formal overdraft facility on your *Electronic Cash Management Account*.

17 Account Combination

17.1 In addition to our rights under clause 15.2, you acknowledge our right at law any time without notice to you to set-off or combine any of the balance of your *Electronic Cash Management Account* with the balance of another of your accounts with us, 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.

17.2 We will give you notice promptly after we combine your accounts.

17.3 If you overdraw your *Electronic Cash Management Account*, we do not have to set-off the amount overdrawn against any credit balance in another of your accounts.

18 Joint Accounts

18.1 You can open the Account in your name or with one or more persons. 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.
18.2 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.

18.3 Joint Account holders must sign an “Authority to Operate” form available at any of our Branches. (Please refer to clause 19.) If we are made aware of any dispute on a joint Electronic Cash Management Account, we may decide to only permit operations on the Account if all joint Account holders sign. Otherwise, the signing authority for the Electronic Cash Management Account is any Account holder or Authorised Signatory to sign (that is, operate on the Account).

18.4 The liability of Account holders, where the Electronic Cash Management Account is 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 Electronic Cash Management Account. We can sue all or any of the Account holders for an amount owing on the Electronic Cash Management Account.

19 Authority to Operate

19.1 You may nominate a person to operate on your Electronic Cash Management Account by duly completing an Authority to Operate.

19.2 By signing an Authority to Operate, you instruct us to allow a person to be authorised to operate on your Electronic Cash Management Account and to conduct any transactions on the Electronic Cash Management Account that you could, including:

(a) making withdrawals; and
(b) authorising direct debits; and
(c) using Electronic Equipment and other Access Methods to access your Electronic Cash Management Account.

19.3 The Authority to Operate will state the method of operation for the Electronic Cash Management Account. The signing authority for the Electronic Cash Management Account is any Account holder or authorised signatory to sign (that is, operate on the Account).
19.4 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 Electronic Cash Management Account.

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

19.6 We will not allow a person to operate on the Electronic Cash Management Account until his or her identity has been verified in accordance with our procedures.

19.7 We are not liable for any loss or damage caused to you by persons authorised to operate on your Electronic Cash Management Account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under a statute, the Code of Banking Practice or the ePayments Code.

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

19.9 You consent to us giving any person authorised to operate on your Electronic Cash Management Account, information about your Electronic Cash Management Account.

20 Passwords

20.1 You may choose a Password for your Electronic Cash Management Account. You may need to use this Password to verify your identity when making phone enquiries. At our discretion, we may allow you to use
your Password or another identifier other than your manual signature to direct us to transfer funds from your Electronic Cash Management Account. We are not required to do so. We can refuse to allow you to access your Electronic Cash Management Account if you cannot supply a Password. We strongly recommend that you select a Password that you can remember without the need to make a written record of it or anything that reminds you of it. If you wish to change your Password you can call 133 800 or ask in writing to do so.

20.2 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. If you fail to ensure the security of your Password, your liability is determined under clauses 20.7 to 20.15.

20.3 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 describe your disguised record as a “Password record” or similar;

(b) not to disguise your Password using alphabetical characters or numbers: A=1, B=2, C=3, etc;

(c) not to select or disguise your Password using any of the following combinations (or parts of them):
   (i) date of birth
   (ii) family members’ names;

(d) 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.
Please note: Liability for losses resulting from unauthorised EFT Transactions is determined under the relevant provisions of the ePayments Code, where that code applies, despite your obligations under clause 20.3.

If your Password is revealed

20.4 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 or that unauthorised transactions have been made. You may notify us by telephoning our 24-hour card service centre on 1800 028 208, 7 days a week (free call). You will need to give us all relevant information you may have. You must confirm in writing any notice you give us by telephone (a failure to do so will not affect your liability for unauthorised EFT Transactions however it will help us to effectively deal with your report).

20.5 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.

20.6 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transactions which could have been prevented if you had been able to tell us provided you tell us within a reasonable time.

Liability for unauthorised transactions

20.7 You are not liable for unauthorised EFT Transactions, requested of our staff by use of a Password, if it is clear you did not contribute to losses resulting from those transactions. Otherwise, your liability for unauthorised EFT Transactions will normally be limited to:

(a) $150; or

(b) the balance of the EFT Accounts on which the unauthorised EFT Transactions were made and on which we allow you to transact by use of a Password; or
(c) the actual loss incurred before you notify us under clause 20.4 (excluding that portion of the loss incurred on any one day which exceeds any applicable daily transaction limit),

whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised EFT Transactions by use of a Password. Please refer to clauses 20.10 to 20.15 for details of those circumstances.

20.8 You are not liable for losses caused by:

(a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements; or

(b) for unauthorised EFT Transactions made using a Password only, any such unauthorised transactions made before you receive your Password; or

(c) any Password that is forged, faulty, expired or cancelled; or

(d) unauthorised transactions which occur after you have given us notice as required by clause 20.4; or

(e) the same transaction being incorrectly debited more than once to the same account.

When you will be liable

20.9 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.

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

(a) engaged in fraud: or

(b) voluntarily disclosed your Password to anyone, including a family member or friend; or

(c) where a Device is also needed to perform a transaction, kept a record of your Password (without making any reasonable attempt to protect the security of the Password) with the Device or in a way that was liable to loss or theft simultaneously with that Device; or

(d) selected a Password which represents an alphabetical code which is recognisable as part
of your name immediately after you were specifically instructed not to select such a Password and warned of the consequences of doing so; or

(e) you act with extreme carelessness in failing to protect the security of your Password.

20.11 Your liability under clause 20.10 will not exceed the smallest of:

(a) the actual loss incurred up to the time we are notified that your Password has become known to someone else or the time we are notified of the existence of unauthorised transactions; or

(b) the funds available in your EFT Accounts including any agreed line of credit; or

(c) the total amount you would have been allowed to withdraw on the days the unauthorised use occurs.

If more than one Code is required to perform a transaction and we prove that you breached the security requirements for one or more, but not all, of those Codes, you will be liable under clause 20.10 only if we also prove, on the balance of probability, that the breach of the security requirements was more than 50% responsible for the losses.

20.12 You will be liable if you have contributed to the unauthorised use because you unreasonably delayed in notifying us that your Password has become known to someone else.

20.13 You will be liable for any losses directly attributed 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 (or should reasonably have been aware) of the events described above and the time we were actually notified; or

(b) the funds available in your EFT Accounts; or

(c) the total amount you would have been allowed to withdraw on the days the unauthorised use occurs.

20.14 If your Electronic Cash Management 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 Electronic Cash Management 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 Electronic Cash Management Account (for example, 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).

20.15 You will not be liable under clauses 20.10 or 20.12 for losses incurred on any accounts which we had not agreed could be accessed by using your Password. Your liability under clause 20.10 is also subject to us proving, on the balance of probability, that you contributed to the losses in one or more of the ways listed in clause 20.10.

21 Partnerships
If your business is a partnership, you and each other partner in the partnership acknowledges and agrees that:

(a) each partner is individually liable and jointly liable to us concerning the Electronic Cash Management Account; and

(b) any notice or act of any one or more partners binds all of them whether or not that notice or act is given or done in carrying out the partnership’s business or in the usual way for that business; and

(c) these terms and conditions continue to bind the partners of the partnership notwithstanding the dissolution, or any change at any time in the constitution, of the partnership.

22 Closing an Electronic Cash Management Account
22.1 We will close your Electronic Cash Management Account account on your request.

22.2 We may close your Electronic Cash Management Account without giving you prior notice if there is a debit balance in the Electronic Cash Management Account and that balance is not restored to a nil balance.
22.3 We may close your Electronic Cash Management Account at any time by giving you reasonable notice.

22.4 If we close your Electronic Cash Management Account:
   (a) we pay the credit balance (less any amounts for anticipated Government charges), as we choose, to you; and
   (b) you remain liable for any Government charges on your Electronic Cash Management Account, either before or after it is closed.

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

23 Fees and Charges

23.1 The Fees and Charges Booklet shows current fees and charges (including Government charges) for Payment Services. You can get a copy of the Fees and Charges 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.

23.2 We may debit any fees and charges payable to the Electronic Cash Management Account.

23.3 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.

24 Stopping a transaction on any Payment Service

24.1 To stop or alter a transaction on any payment, you must contact us as soon as possible and give full details so that we can locate the transaction and take action. Refer to clauses 49.2 and 49.9 for more information on stopping 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 clause 32.11 in this context as it applies to Third Party Payments by Internet and Phone Banking and clause 38.1 as it applies to BPAY Payments.

24.2 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 *Electronic Cash Management Account* or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, the Code of Banking Practice or the ePayments Code.

24.3 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 Booklet.

24.4 We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of a Payment Service unless we are liable under a statute, 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, the Code of Banking Practice and the ePayments Code permit, or does not prohibit, this limitation.

25 **Electronic Banking System malfunction**

25.1 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.

25.2 Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms and conditions except where you should reasonably have been aware that the equipment or system was unavailable for use or malfunctioning, in which case our liability may be limited to the correction of any errors in your *Electronic Cash Management Account*, and the refund of any charges or fees imposed on you as a result.

25.3 We will correct the loss by making any necessary adjustment to the appropriate *Electronic Cash Management Account* (including adjustment of interest or fees as a result of the malfunction).
25.4 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 on 1800 028 208, 7 days a week (Free call).

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

26 Summary of the features of Internet and Phone Banking

26.1 When you open your Electronic Cash Management Account, we register you with the Internet and Phone Banking service, however if we have not done so, you can register for Internet and Phone Banking after you open your Electronic Cash Management Account. Internet and Phone Banking services allow you to complete the following transactions using your computer or telephone anytime, 24 hours, 7 days a week (subject to systems availability and maintenance):

(a) check the balance of your Electronic Cash Management Account; and

(b) transfer funds to registered third party accounts; and

(c) transfer funds to your other accounts; and

(d) pay bills using BPAY; and

(e) order statements.

27 Fees and Charges

27.1 The current fees and charges for your Internet and Phone Banking are set out in the Fees and Charges Booklet.

27.2 We may introduce fees and charges to Internet and Phone Banking and change those fees and charges from time to time. We will, however, give you prior written notice of this in accordance with clause 3.

28 Stopping a transaction

28.1 To stop or alter a transaction or funds transfer, you must contact us as soon as possible and give full details so that we can locate the transaction and take action. You can contact your relationship management branch or phone 133 800 between
8am to 8pm (EST), Monday to Saturday. You can also contact us at the contact details provided on page 2. In some instances, we will not be able to stop or alter a transaction or funds transfer after you have instructed us to make the transaction.

28.2 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 Electronic Cash Management Account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under a statute, the Code of Banking Practice or the ePayments Code.

28.3 We may charge you a fee for acting to stop or alter a Internet and Phone Banking transaction, other than on your Electronic Cash Management Account.

Information on the fees and charges for all our banking services is available on request by contacting us on the contact details provided on page 2.

28.4 We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of Internet and Phone Banking transactions, unless we are liable under a statute or the Code of Banking Practice. 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 statute, the Code of Banking Practice and the ePayments Code permit this limitation.

29 Internet and Phone Banking system malfunction

29.1 We are responsible for loss caused by the failure of our Electronic Equipment to complete a transaction accepted by our Electronic Equipment in accordance with your instructions.

29.2 Where you should have been aware that the Electronic Equipment was unavailable for use or malfunctioning, our liability may be limited to the correction of any errors in your Electronic Cash Management Account, and the refund of any charges or fees imposed on you as a result.

29.3 We will correct the loss by making any necessary adjustment to your Electronic Cash Management Account (including adjustment of interest or fees as a result of the malfunction).
30 How to start using Internet and Phone Banking

30.1 The Internet and Phone Banking terms and conditions in this Section E apply each time you use Internet and Phone Banking. You must ensure that you comply with this Section E and you will be responsible for any non-compliance.

30.2 We register you for Internet and Phone Banking when we open your Electronic Cash Management Account. If we do not register you on opening your Electronic Cash Management Account, you can register for Internet and Phone Banking at any of our branches or by phoning 1300 555 203 24 hours a day, seven days. 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.

30.3 When we register you for Internet and Phone Banking:

(a) We give you a Internet and Phone Banking Access Number; and

(b) You may select your own Internet and Phone Banking Security Number and Internet Banking Password; and

(c) You will also be registered automatically for Secure Code Service.

If you do not select one within the time we allow, we will issue a Internet and Phone Banking Security Number to you.

30.4 You can select your own Internet and Phone Banking Security Number when you use Internet or Phone Banking.

You can change your Internet and Phone Security Number and select your own Internet Banking password when you use Internet Banking. For your security, we recommend that you select a Internet and Phone Banking Security Number and an Internet Banking Password that is different from any of your ATM/EFTPOS PINs.

Refer to clauses 33.1 to 33.9 regarding the security of your Internet and Phone Banking Security Number and Internet Banking Password.
30.5 Your Internet and Phone Banking Access Number and Internet and Phone Banking Security Number are the Access Methods for Phone Banking on the Electronic Cash Management Account by you. Your Internet and Phone Banking Access Number, Internet and Phone Banking Security Number and Internet Banking Password are the Access Methods for Internet Banking on the Electronic Cash Management Account by you. You may use your Access Methods to deposit funds into the Electronic Cash Management Account, withdraw funds from your Electronic Cash Management Account into another eligible account and make balance enquiries.

30.6 (a) When you use your 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 Security 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, then 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 between 8am to 8pm (EST), Monday to Saturday.

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

30.8 You can cancel the registration for Internet and Phone Banking by telling us at any time that you wish to do so.

30.9 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.

30.10 It is your responsibility to obtain and maintain any Electronic Equipment (e.g. touch tone telephone or PC) which you may need 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 Internet and Phone Banking Access Methods.

30.11 It is your responsibility to ensure your contact information is correct. You can maintain your email address via Internet Banking.

30.12 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 reactivate your access by calling St.George Bank on 1300 555 203 24 hours a day, seven days.
31 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.

32 Transaction processing and limits
32.1 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 issue an electronic receipt for a Internet and Phone Banking transaction at the time of the transaction. However, a Internet and Phone Banking transaction may not be processed until the next batch processing day for the business account on which you make the transaction.

32.2 We apply an overall $1m limit per EFT Account on the sum of all Internet and Phone Banking transactions on any one day on that EFT Account.

32.3 Also, we apply the following daily limits on the following Internet and Phone Banking transactions;
(a) the sum of $25,000 for transfers from an EFT Account used for business purposes by use of the Internet and Phone Banking Access Methods we issue to the person authorising the payment, rather than the Internet and Phone Banking Access Methods we issue to the business itself; and
(b) the sum of $15,000 per EFT Account for BPAY payments to certain BPAY billers; and
(c) the sum of $100,000 per EFT Account for BPAY payments to any other BPAY billers; and
(d) the sum of $100,000 for Third Party Payments authorised under a form you sign and we approve; and
(e) the sum of $25,000 for Third Party Payments where the payment particulars to the third party are set up online. Also, within this limit we apply
a daily limit of $5,000 for the sum of Third Party Payments to any one payee whose payment particulars we set up online; and

(f) the sum of $25,000 to any one St.George Credit Card account.

32.4 Also, we apply the following daily limits on the following Internet Banking transactions:

(a) the sum of $25,000 for all bank cheques requested in a day by use of Access Methods for Internet Banking. Also within this limit, we apply a daily limit of $5,000 for any one bank cheque requested; and

(b) there is a minimum amount of $100 and a maximum of $50,000 for any telegraphic transfer you request online for us to issue; and

You cannot transfer more than $1 million in funds by Internet and Phone Banking to a loan account on any one day.

32.5 We will tell you in writing if we change these limits. Please refer to clause 3 for further information. Other providers may impose additional limits.

32.6 If you register for the Internet and Phone Banking service by phone, we may contact you (usually within one Business Day) to confirm your registration. We do this to ensure that it was you who registered and to reduce the risk of fraudulent use of your Electronic Cash Management Account.

32.7 We will provide you with a transaction receipt number each time you make a 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.

32.8 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.

32.9 You acknowledge and agree that we may record by whatever means and in accordance with the ePayments Code 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.

32.10 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.

32.11 You may use Internet and Phone Banking to make Third Party Payments from your Electronic Cash Management 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.

32.12 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.

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

33.1 The security of Internet and Phone Banking Security Numbers and Internet Banking Passwords is very important as they are comparable to signatures 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 those Internet and Phone Banking Security Numbers and/or Internet Banking Passwords, your liability is determined under clauses 33.10 to 33.16.

33.2 You agree to ensure that you:

(a) do not record your Internet and Phone Banking Security Numbers or Internet Banking Passwords on the computers or telephones you use to access Internet or Phone Banking; and

(b) do not record your Internet and Phone Banking Security Numbers or Internet Banking Passwords on any item that identifies your Internet and Phone Banking Access Numbers or on any article normally carried with any such item and which is liable to loss or theft with that item; and

(c) do not permit any other person to use your Internet and Phone Banking Security Numbers or Internet Banking Passwords; and

(d) do not disclose your Internet and Phone Banking Security Numbers or Internet Banking Passwords or make any of 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 Numbers or Internet Banking Passwords being entered into any Electronic Equipment.

Can you record a memory aid for your Internet and Phone Banking Security Numbers or Internet Banking Passwords?

33.3 If you require a memory aid to recall your Internet and Phone Banking Security Number or Internet Banking Password, you must ensure that 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 or Phone Banking Password on any item that identifies your Internet and Phone Banking Access Number; and

(b) not to record your disguised Internet and Phone Banking Security Number or Internet Banking Password on the computer or telephone that you use to access Internet or Phone Banking; and

(c) not to disguise your Internet and Phone Banking Security Number or Internet banking Password by reversing the number sequence; and

(d) not to describe your disguised record as a “Internet and Phone Banking Security Number record” or “Internet Banking Password record” or similar; and

(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; and

(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 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; and

(ii) personal computers; and

(iii) electronic organisers.

33.4 There may be other forms of disguise which may not be suitable 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 Numbers or Internet Banking Passwords.

Please note: Liability for losses resulting from unauthorised EFT Transactions is determined under the ePayments Code, where that code applies, despite your obligations set out at clauses 33.2 to 33.4.

If your Internet and Phone Banking Security Number or Internet Banking Password is revealed or you suspect unauthorised transactions

33.5 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 or that unauthorised transactions have been made. Please notify us by telephoning 1800 028 208 at any time.

33.6 If we are not notified, you may be liable for unauthorised use – see clauses 33.10 to 33.16.

33.7 You will need to give us all relevant information you may have, so that we can suspend Internet and Phone access to your Electronic Cash Management 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 the report.

33.8 When the matter is reported, we issue a notification number (or other form of acknowledgement). Please ensure that the number is retained to confirm the date and time of the report.
33.9 If the matter cannot be reported 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, provided you tell us within a reasonable time after our facilities become available again.

Liability for unauthorised transactions

33.10 You are not liable for unauthorised Internet and Phone Banking transactions if it is clear you did not contribute to losses resulting from those transactions.

Otherwise, your liability for unauthorised Internet and Phone Banking transactions will normally be limited to:

(a) $150.00; or

(b) the balance of your EFT Account on which the unauthorised transactions are made and to which you have access by Internet and Phone Banking; 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. Please refer to clauses 33.13 to 33.16 for details of those circumstances.

33.11 You are not liable for losses caused by:

(a) the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements; or

(b) any Device, Identifier or Code that is forged, faulty, expired or cancelled; or

(c) unauthorised Internet and Phone Banking transactions which occur after we receive notice as required by clause 33.5; or

(d) unauthorised Internet and Phone Banking transactions before you receive your Internet and Phone Banking Security Number; or

(e) the same transaction being incorrectly debited more than once to the same account.

33.12 You will be liable for losses resulting from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent.
33.13 You will be liable if you have contributed to the unauthorised use because you:

(a) engaged in fraud; or

(b) voluntarily disclosed your Internet and Phone Banking Security Number or Internet Banking Password to anyone, including a family member or friend; or

(c) where a Device is needed to perform a transaction, kept a record of your Internet and Phone Banking Security Number or Internet Banking Password (without making any reasonable attempt to protect the security of them) with the Device or in a way that it was liable to loss or theft simultaneously with that Device; or

(d) selected a 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 a Internet and Phone Banking Security Number or Internet Banking Password and warned of the consequences of doing so; or

(e) acted with extreme carelessness in failing to protect the security of your Internet and Phone Banking Security Number or Internet Banking Password.

33.14 Your liability under clause 33.12 will not exceed the smallest of:

(a) the actual loss incurred up to the time we are notified that the security of a Internet and Phone Banking Security Number or Internet Banking Password has been breached or we are notified of the existence of unauthorised transactions on your Electronic Cash Management Account; or

(b) the funds available in your Electronic Cash Management Account; or

(c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

If more than one Code is required to perform a transaction and we prove that you breached the security requirements for one or more, but not all, of those Codes, you will be liable under this clause only if
we also prove, on the balance of probability, that the breach of the security requirements was more than 50% responsible for the losses.

33.15 You will be liable if you have contributed to the unauthorised use because you unreasonably delayed in notifying us that your Internet and Phone Banking Security Number or Internet Banking Password has become known to someone else.

You will be liable for any losses directly attributed 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 (or should reasonably have become aware) of the events described above and the time we were actually notified; or

(b) the funds available in your Electronic Cash Management 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.

33.16 You will not be liable under clauses 33.13 and 33.14 for any losses incurred on any accounts which we had not agreed could be accessed using your Internet and Phone Banking Security Number or Internet Banking Password. Your liability under clause 33.13 is also subject to us, proving, on the balance of probability, that you contributed to the losses in one or more of the ways described in clause 33.13.

33.17 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling 1300 555 203 between 8am to 8pm (EST), Monday to Saturday.

33.18 If you are seeking to use Internet and Phone Banking in relation to an Account used for business purposes then, despite any other clause in these Terms and Conditions, your use of Internet and Phone Banking is subject to any additional terms of which we inform you.
Mistaken Internet Payments

33.19 This section does not apply to BPAY payments. See Section F for information about BPAY payments.

Reporting Mistaken Internet Payments

33.20 You should report Mistaken Internet Payments to us as soon as possible after you become aware of them. You can report Mistaken Internet Payments to us by visiting a St George branch or by calling 13 33 30 within Australia.

We will give you a notification number or some other form of acknowledgement which you should retain as evidence of the date and time of your report.

Dealing with Mistaken Internet Payments

33.21 Mistaken Internet Payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. Set out at clauses 40.22 to 40.23 is a summary of the processes in that Code.

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

Where a financial institution other than us is the receiving or sending financial institution, we cannot guarantee that it will follow the processes in the ePayments Code. A financial institution is unlikely to follow these processes if it is not an authorised deposit-taking institution for the purposes of the Banking Act. We are not liable for any loss suffered if it does not follow those processes.

Where the sending institution is not satisfied that a payment is a mistaken internet payment, it is not required to take any further action.

Notwithstanding anything set out below, where the unintended recipient of the mistaken internet payment is receiving income support payments from Centrelink, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.
Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a Mistaken Internet Payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a Mistaken Internet Payment.

*Where sufficient funds are available in the unintended recipient’s account*

33.22 Where the sending institution is satisfied that the Mistaken Internet Payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the Mistaken Internet Payment, the process that will apply will depend upon when the report of the Mistaken Internet Payment is made:

*Where the report is made within 10 business days of the payment:*

- if the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will return the funds to the sending institution within 5 business days of the request or any reasonably longer period up to a maximum of 10 business days;

*Where the report is made between 10 business days and 7 months of the payment:*

- the receiving institution will investigate the payment and complete the investigation within 10 business days of receiving a request;
- if the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 business days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period;
- if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 business days of that period (during which time the recipient will be prevented from withdrawing the funds);
Where a report is made after 7 months of payment:

- if the receiving institution is satisfied a Mistaken Internet Payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a Mistaken Internet Payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

Where sufficient funds are not available

33.23 Where both the sending and receiving institution are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

Where you receive a Mistaken Internet Payment

33.24 Where:

(a) both we and the sending institution are satisfied that a payment made to your account is a Mistaken Internet Payment; and

(b) sufficient credit funds are available in your account to the value of that payment; and

(c) the Mistaken Internet Payment is reported 7 months or less after the payment; and

(d) for Mistaken Internet Payments reported between 10 business days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 33.22,

we will, without your consent, deduct from your account an amount equal to that Mistaken Internet Payment and send that amount to the financial institution of the payer in accordance with clause 33.22.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an amount of the Mistaken Internet Payment to the payer.
We can prevent you from withdrawing funds the subject of a Mistaken Internet Payment where we are required to do so to meet our obligations under the ePayments Code.

**Liability for losses arising from internet payments**

33.25 You must ensure that internet payment details are correct. You and your user are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a Mistaken Internet Payment but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including Mistaken Internet Payments.

Section F – Terms and Conditions that apply to BPAY

34  **Terms and Conditions of the BPAY Scheme**

34.1 This Section F 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.

34.2 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.

34.3 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 **Electronic Cash Management Account** through the BPAY Scheme.

34.4 When you ask us to make a BPAY Payment, you must give us the information specified in clause 37 below. We will then debit your **Electronic Cash Management Account** with the amount of that BPAY Payment. We
may decide not to make a BPAY Payment if there are not sufficient cleared funds in your Electronic Cash Management Account at the time when you tell us to make that payment.

34.5 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.

35 How to use the BPAY Scheme

35.1 You can ask us to make BPAY Payments from your Electronic Cash Management Account if these Terms and Conditions permit you to make withdrawals from your Electronic Cash Management Account.

35.2 In addition to the limits specified in clause 32, 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).

35.3 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.

35.4 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.

36 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.

37 Information you must give us

37.1 To instruct us to make a BPAY Payment from your Electronic Cash Management Account, you must give us the following information:
(a) the amount you wish to pay; and
(b) the biller code of the biller you wish to pay (this can be found on your bill); and
(c) your customer reference number (this can be found on accounts or invoices you receive from billers).

37.2 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).

37.3 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.

38 Payments

38.1 You may use Internet Banking to direct us to make a BPAY Payment that is a Scheduled Payment from your Electronic Cash Management Account. If you use Internet Banking to schedule making a BPAY Payment from your Electronic Cash Management 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 Electronic Cash Management 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.

38.2 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 Electronic Cash Management Account (except for a mistake as to the amount you mean to pay – for those errors see clause 38.6 below). Clauses 40.2 to 40.4 describe 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.

38.3 Subject to clause 43, 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 (see clause 43) 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 (see clause 43) on a Banking Business Day or on a non-Banking Business Day.

38.4 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; or

(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; or

(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.

38.5 While it is expected that any delay in processing a BPAY Payment for any reason set out in clause 38.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

38.6 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.
39 BPAY View

39.1 You may register to use BPAY View. You can register for BPAY View at our website: stgeorge.com.au

39.2 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 39.3 (b), (c), (d), (e) or (f) has occurred; and

(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; and

(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 39.3. For the purposes of this clause, we are the agent for each biller nominated by you under (a) above; and

(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.

39.3 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); or

(b) if you or a biller de-register from BPAY View or you no longer have an EFT Account with us; or
(c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement; or

(d) if your email address is incorrect or cannot be found and your email is returned to us undelivered; or

(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.

39.4 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; and

(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; and

(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.

39.5 You must:

(a) check your emails or our Internet Banking website at least weekly; and

(b) tell us if your contact details (including email address) change; and

(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; and
(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.

40 Liability for mistaken payments, unauthorised transactions and fraud

40.1 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; or
(b) if you did not authorise a BPAY Payment that has been made from your Electronic Cash Management Account; or
(c) if you think that you have been fraudulently induced to make a BPAY Payment.

40.2 We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in clauses 40.3 to 40.5. If the ePayments Code applies to your Electronic Cash Management Account and a BPAY Payment is made on your Electronic Cash Management Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with clauses 33.10 to 33.16. Otherwise, except as set out in clauses 40.3 to 40.5 and clause 46 and subject to clause 25.2, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

40.3 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 Electronic Cash Management Account was debited for the amount of that payment, we will credit that amount to your Electronic Cash Management 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.
40.4 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.

40.5 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.

40.6 If a BPAY Payment you have made falls within the type described in clause 40.4 and also clauses 40.3 or 40.5, then we will apply the principles stated in clause 40.4.

40.7 If a BPAY Payment you have made falls within both the types described in clauses 40.3 and 40.5, then we will apply the principles stated in clause 40.5.

40.8 Except where a BPAY Payment is a mistaken payment referred to in clause 40.3, an unauthorised payment referred to in clause 40.4, or a fraudulent payment referred to in clause 40.5, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

40.9 Your obligation under clauses 40.3 and 40.4 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 46.
40.10 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 F; or

(b) acted negligently or fraudulently in connection with these Terms and Conditions.

40.11 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.

41 BPAY View billing errors

41.1 For the purposes of clauses 41.2 and 41.3, 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); or

(ii) failure to give you a bill on time (other than because you failed to view an available bill on time); or

(iii) giving a bill to the wrong person; or

(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.

41.2 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.
41.3 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.

42 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.

43 Payment 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: 5.30 pm (EST)

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.

44 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; and

(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.

45 Account records

You should check your Electronic Cash Management 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.
46 Consequential damage

46.1 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. If 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 those laws or that code or, if necessary, omitted.

46.2 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.

47 Privacy

47.1 In addition to clause 39.2, 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; and

(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 39.3 (b), (c), (d), (e) or (f)
has occurred.

47.2 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.

47.3 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).

47.4 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 G – Terms and Conditions that
apply to Direct Credits

48 Direct Credits

48.1 Direct credits are automatic deposits of funds into
your Electronic Cash Management Account.
You may arrange for an automatic savings plan or,
if you are a superannuation fund trustee, arrange
for additional superannuation contributions to be
credited direct to your Electronic Cash Management
Account and change those arrangements. You do not
need to make any of those direct credit arrangements
with us.

48.2 We are not liable for any payments which you expect
to receive, but which you do not receive.

48.3 If you wish to cancel or alter your direct credit
facilities, you should contact the person who is
forwarding the funds to your Electronic Cash
Management Account. You do not need to
contact us.

Section H – Terms and Conditions
that apply to Direct Debits

49 Terms and conditions of Direct Debits

49.1 You may have direct debits made from your
Electronic Cash Management Account.
You may cancel your direct debit facility by contacting us or the person who is debiting the funds from your Electronic Cash Management Account. If you wish to alter your direct debit facility, you should contact the person who is debiting the funds from your Electronic Cash Management Account.

We may decide not to make a direct debit if there are not sufficient cleared funds in the Electronic Cash Management Account at the time and on the date for the transfer of money.

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 Booklet. From time to time, we may allow you to overdraw your Electronic Cash Management Account. We have no obligation to do so.

If we decide not to make the payment because there are not enough cleared funds in the Electronic Cash Management Account or if we decide to make the payment and overdraw the Electronic Cash Management Account, we may charge a fee. Please refer to the Fees and Charges Booklet. Also, if the payment overdraws the Electronic Cash Management 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.

We do not have to inform you if a direct debit is not made.

If you request more than one direct debit, we will determine the order in which they are paid.

We may charge you a fee for direct debits (please refer to the Fees and Charges Booklet) and also debit your Electronic Cash Management Account for any fees or charges passed on to us by another Financial Institution as a result of a direct debit.

If your Electronic Cash Management Account is closed, you agree to notify in writing all payees whom you have authorised to make direct debits on your Electronic Cash Management 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.

49.10 If your Electronic Cash Management Account is closed, you authorise us to debit any outstanding transaction amounts on your Electronic Cash Management Account to any other account in your name.

49.11 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.

49.12 We will take and promptly process any complaint that a direct debit was unauthorised or was otherwise irregular. You should also contact the person who is debiting the funds from your Electronic Cash Management Account about such a complaint.

Section I – Terms and Conditions relating to the operation of the Electronic Cash Management Account by your Stockbroker or Adviser

50 Instructions we receive from your Stockbroker or Adviser

50.1 Your Stockbroker or Adviser and their employees, agents and consultants are authorised to operate the Electronic Cash Management Account on your behalf, including effecting withdrawals, deposits, transfers and other operations by electronic means.

50.2 We are:

(a) authorised to act upon all instructions which appear to have been properly created and sent by your Stockbroker or Adviser, their employees, agents and consultants; and

(b) not in any way liable to you for effecting transactions in accordance with those instructions; and

(c) under no duty to make any enquiry whatsoever as to whether those instructions have in fact been issued by you or with your authority to your Stockbroker or Adviser; and
(d) not liable to you if we act on instructions which
are the result of forgery, fraud or error or are
given in excess of the authority of your
Stockbroker or Adviser or their employees,
agents and consultants.

50.3 Subject to your rights and our obligations under the
ePayments Code, all instructions shall have been
deemed to have been properly issued by your
Stockbroker or Adviser, its employees, agents and
consultants if the correct procedure prescribed by us
has been used in operating the Electronic Cash
Management Account.

50.4 We are not obliged to act upon any instructions
which appear, in our opinion, to be contrary to
any applicable law, regulation, government, court
or regulatory body’s order, rule or direction, or in
circumstances which we deem inadvisable to effect
such payments.

50.5 Subject to your rights and our obligations under
the ePayments Code, you acknowledge that we may
act, or decline to act, on any deposit or other
instruction at our discretion and that we will be under
no liability to you by reason of any act or omission
whether or not negligent and whether or not pursuant
to your request.

51 Liability for loss as a result of a share transaction
not proceeding

You acknowledge that we will not be held liable for
any loss you may incur as a result of any transaction
not proceeding due to the dishonour of drawings
on your Electronic Cash Management Account, or as
a result of us acting in accordance with the terms and
conditions that apply to your Electronic Cash
Management Account.

52 Access to financial records

52.1 Your Stockbroker or Adviser and their employees,
agents and consultants will have access to your
personal financial records in respect of your
Electronic Cash Management Account and you
authorise us to provide such access.

52.2 We have no liability for providing access under 52.1
or for any use to which the information is put.
53 Relationship between us and your Stockbroker or Adviser

53.1 You acknowledge that we are not an agent for your Stockbroker or Adviser and your Adviser is not our agent.

53.2 Your Stockbroker or Adviser has no authority to bind us and we have no liability or responsibility for acts or representations of your Stockbroker or Adviser.

53.3 We pay brokerage to your Stockbroker. The brokerage is calculated as a variable percentage of the average monthly balances on your Electronic Cash Management Account.

53.4 The brokerage we pay to your Stockbroker does not affect the interest we pay on your Electronic Cash Management Account.

53.5 Nothing in this Section I limits any non-excludable rights that you may have under any statute or ePayments Code.

Section J – General Descriptive Information

54 General Descriptive Information

The following general banking information is for the guidance of our customers. 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, you may obtain from any St.George Branch or by calling our Customer Service Centre – within Australia on 133 800 – general information on:

- account opening procedures;
- dispute handling procedures;
- bank cheques;
- cheques and cheque clearing;
- EFT channels;
- informing us promptly if you are having financial difficulty; and
- current interest rates, fees and charges that apply to accounts other than your Electronic Cash Management Account.

55 Read this booklet

We recommend that you read these terms and conditions and the current version of the Electronic Cash Management Account Interest Rate Schedule and Fees and Charges Booklet before you enter into the relevant contract to open an
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 Electronic Cash Management Account (interest bearing account) with us or make an interest bearing deposit with us, you may quote us your Tax File Number (TFN) or Australian Business Number (ABN) for that investment. It is not compulsory. If you choose not to quote your TFN or ABN 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 2 or more persons, each person will only be taken to have quoted if at least 2 of them have either quoted their TFN or are exempt. If at least 2 of them have TFNs, each person will only be taken to have quoted if at least 2 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.

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.

57 Privacy
We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for or our privacy brochure, entitled “Protecting Your Privacy”. You can obtain a copy of the brochure by asking at any St.George branch or by calling 133 800. Our privacy policy is also available by visiting our website stgeorge.com.au

58 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, we must promptly give notice to you if we combine any of your accounts, but we need not do so beforehand.

59 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.

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.

The signing authority for the *Electronic Cash Management Account* is any Account holder or Authorised Signatory to sign (that is, operate on the Account). 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 holders.
Important
For General Customer Enquiries, please call St.George Business Direct on **133 800** 8am to 8pm (EST), Monday to Saturday.

Disputes
If your complaint is not immediately resolved to your satisfaction contact:
Senior Manager, Customer Relations
Locked Bag 1
Kogarah NSW 1485
Telephone (metro): 02 9553 5173
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