

# **Terms and Conditions**

Effective 31<sup>st</sup> October 2023

This document must be read in conjunction with the Schedule of Fees, Charges and Member Rewards

Australian Financial Services Licence No 239446

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# Important Contact Information

How to contact us

Call Central Murray Credit Union on **03** 5744 3713

Visit cmcu.com.au

Email info@cmcu.com.au

Drop into your local branch

Lost or Stolen Card Hotline Call us on **03 5744 3713** or +**61 3 5744 3713** (international)

After hours call: **1800 648 027** or **+61 2 8299 9534** (international)

Financial Hardship If you ever experience financial difficulty and need financial assistance you should inform us promptly by calling **03 5744 3713** 

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# Part 1: Introduction

# 1.1 Terms and Conditions

- a) These Terms and Conditions ("T&C") apply to our products.
- b) By opening an account or accessing it, you become bound by these T&C. The most current version of the T&C can be found at <u>cmcu.com.au</u>. This document was previously known as our Product Disclosure Statement, Product and Services, General Terms and Conditions.
- c) By becoming a member of Central Murray Credit Union Limited (CMCU) you are bound by its Constitution, which is available on our website at <u>cmcu.com.au</u>.

## 1.2 Customer Owned Banking Code of Practice

## 1.2.1 Who is entitled to protection under the Customer Owned Banking Code of Practice?

The Customer Owned Code of Practice (the Code) covers all members of CMCU.

The Code covers the following products and services:

- Deposit accounts
- Personal loans
- Housing loans
- VISA Debit cards
- Non cash payment products

## 1.2.2 Our Promises to You

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

You can download a copy of the Code from our website <u>cmcu.com.au</u>.

# 1.3 Financial Difficulty

CMCU will work with members in a constructive way if they are experiencing genuine difficulties in meeting their financial commitments. With members` agreement and commitment, CMCU will try to assist members overcome those difficulties. CMCU will do this whether or not you have a right to seek a hardship variation or change under the Consumer Credit Laws.

You should always contact CMCU promptly if you are ever in financial difficulty, especially if you are repaying a loan or have an overdraft account with CMCU. Even if you are only experiencing temporary difficulties, CMCU will work with you to overcome these.

# 1.4 If you have a complaint or feedback

- a) To make a compliant, contact our staff in branch or via email and tell us that you want to make a complaint. Our staff will advise you about our complaint handling process and the timetable for handling your complaint. We also have an easy-to-read guide to our dispute resolution system available on our website <u>cmcu.com.au</u> and on request.
- b) If you are not satisfied with the way in which we resolve your complaint or the speed at which we respond, please do raise this with our staff. If your complaint is still unresolved, please contact the Australian Financial Complaints Authority (AFCA), which is an independent external dispute resolution body.
- c) You can contact AFCA at:

GPO Box 3, Melbourne, VIC 3001 Phone: 1800 931 678 Email: <u>info@afca.org.au</u> www.afca.org.au

- d) AFCA requires you to contact us in the first instance to try to resolve your complaint.
- e) If you have a compliant about our compliance with the COBCOP which does not involve financial loss, you can contact:

Customer Owned Banking Code Compliance Committee PO Box 14240, Melbourne VIC 8001 Phone: 1800 931 678

f) If you have any other feedback, or would like to give us a compliment, please speak to our staff in branch or contact us via email.

## 1.5 Privacy

a) In order to service you, we will collect personal information about you. We will handle it in accordance

with our Privacy Policy which is available on the <u>CMCU</u> website.

b) If you want to ask anything about our Privacy Policy, please contact us at:

Email: <u>info@cmcu.com.au</u> 58 Belmore Street, Yarrawonga VIC 3730

# 1.6 Financial Claims Scheme

Funds held in deposit with CMCU may be guaranteed under the Australian Government's Financial Claims Scheme, and you may be entitled to a payment under the Financial Claims Scheme subject to a limit per depositor. For further information about the Financial Claims Scheme:

- a) Visit the Australian Prudential Regulation Authority website at <a href="www.fcs.gov.au">www.fcs.gov.au</a>; or
- b) Phone the Australian Prudential Regulation Authority hotline on 1300 55 88 49.

# Part 2: Account Operations

# 1 Opening your account

# 1.1 Membership with CMCU

- a) You must complete a membership application.
- b) Account holders need to be a Member of CMCU and will need to own a share in CMCU. Visit our website for what it means to be a member of CMCU and to read a copy of CMCU's constitution which binds you as a member. Your share is refunded if you resign or close your membership from CMCU.
- c) As CMCU is mutually owned organisation, members are expected to maintain an active product with CMCU and observe all T&Cs.

# 1.2 Identification

- a) Under Australian law, we need to verify your identity to our satisfaction when you open your membership and accounts. You will be unable to operate any account until we have fully verified your identity.
- b) Also, we are required to identify you when you are transacting with us via a branch and over the phone.
- c) In most cases, you can prove your identity though one of the following photo identity documents:
  - i. a Driver's Licence with current address; or
  - ii. Australian Passport current or expired withing the last 2 years; or
  - iii. Current proof of age card.

If you don't have a photo ID, please contact us to discuss what other forms of identification may be acceptable.

- Refer to section <u>1.3 Supersaver Shareholder</u> for information on how to open an account for members under the age of 18 years.
- e) You must provide a residential address.
- f) You cannot open an account using a name other than the name we have verified.
- g) The same rules apply to becoming a signatory to an existing account.
- h) If you change your name, please contact us to discuss the process.
- i) For non-individual entities please see schedule 2 Document requirements for non-individual entities for

what documents are required depending on the setup of the business. We are required to identify each individual beneficial owner and controller of a nonindividual entity.

- You will not be able to use an account until all required individual and/or non-individual entities have been identified.
- k) When you visit or contact us, we will also need you to provide information to show that we are dealing with the right person. We may also require you to lodge a signed request in writing prior to accepting any instruction on your behalf.

## **1.3 Supersaver Shareholder**

- a) The Supersaver shareholder is one that is under 18 years of age. Shareholders in this category do not have full membership and are not entitled to voting rights.
- b) Special identification provisions apply for children under the age of 18 years. We will tell you at the time you apply for your account what information you need to provide.
- c) Once a Supersaver shareholder has turned 18 years of age, CMCU will:
  - write to the member and advise that the shareholding is being transferred to a Full Membership and that the balance of the subscription price must be paid;
  - Advise the member who is a signatory/s on the membership and associated accounts; and
  - Advise the member that they have the right to remove any or all signatories on their membership and account once appropriate identification has been provided see *section 1.2 Identification* for further information.

## 1.4 Tax File Number

- a) You don't have to give your TFN (or TFN exemption) to us. However, if we don't have your TFN, we are obliged to withhold tax from your interest at the highest marginal tax rate. For joint accounts, we will need at least two TFNs (or TFN exemptions).
- b) By supplying us with your TFN, you authorise the use of the TFN (or TFN exemption) for all your accounts.

c) When applying for a membership or to become a signatory on an account with CMCU, you need to tell us your tax residency status. You will also need to notify us of any changes to your tax residency status.

# 2 Savings and Transactional Accounts

# 2.1 Savings, transactional and term deposit accounts

- a) Our savings, transactional and term deposit accounts are set out <u>section 2.2 Summary of accounts and</u> <u>available access facilities</u>.
- b) We may, from time to time, remove a product from sale, vary the eligibility requirements and/or limit the availability of a product. Any change affecting an account holder will be notified in accordance with these T&C.
- All available product options and eligibility requirements for our products are set out on our website at cmcu.com.au

# 2.2 Summary of accounts & available access facilities

Account	Minimum opening deposit	Minimum balance to be held	Withdraw funds at call	When interest credited	EFTPOS & ATM access See note 1	Digital Banking See note 1	Direct Entry (inward/ outward) See note 6	Direct credit	BPAY® OSKO® PayTo®	Future payments
Savings Account	Nil	Nil	Yes	30-Jun	No	Yes	Yes	Yes	Yes	Yes
Budget Account	Nil	Nil	Yes	30-Jun	No	Yes	Yes	Yes	Yes	Yes
Christmas Club	Nil	Nil	Yes note 2	30-Nov	No	Yes note 2	No/Yes	Yes	No	No
Youth Saver	Nil	Nil	Yes	30-Jun	No	Yes	No/Yes	Yes	Yes	Yes
Premium Business	\$5,000	\$5,000	Yes	Quarterly	Yes	Yes	Yes	Yes	Yes	Yes
Everyday Access	Nil	Nil	Yes	30-Jun	Yes	Yes	Yes	Yes	Yes	Yes
Mortgage Offset	Nil	Nil	Yes	See note	Yes	Yes	Yes	Yes	Yes	Yes
Business Account	Nil	Nil	Yes	30-Jun	Yes	Yes	Yes	Yes	Yes	Yes
GST Account	Nil	Nil	Yes	30-Jun	No	Yes	Yes	Yes	Yes	Yes
Notice of	Nil	Nil	No note 4	30-Jun	No	Enquiry only	No/Yes	Yes	No	No
Pensioner	Nil	Nil	Yes	Monthly	Yes	Yes	Yes	Yes	Yes	Yes
Fixed Term	\$500	\$500	No note 5	Maturity	No	Enquiry only	No	No	No	No
Cheque a Month	\$5 <i>,</i> 000	\$5,000	No note 4	Monthly	No	Enquiry only	No	No	No	No

## Notes:

- 1 The following age limits apply:
  - a) Visa Card and Digital Banking normally issued only to members aged 12 and over
- 2 Christmas club account funds are available from the 15th November through to 15th February. Access to this account is not encouraged prior to the 15th November each year; however, funds can be accessed if required at any time.
- 3 100% of your credit balance of this account is offset against an eligible outstanding loan balance, reducing the interest payable on the loan. See <u>section 2.3.7 Mortgage Offset</u> <u>Account (S10)</u> for the terms and conditions of this account.
- 4 Notice of withdrawal account funds are not available on call.
- 5 Funds required before maturity may require special application to us. We have discretion whether to allow repayment before maturity or not under certain circumstances. Please note that an interest penalty may apply. Please refer to <u>section 3 Fixed Term Deposits</u> for the terms and conditions of this product.
- 6 Outward direct entries are credits to your CMCU account from another financial institution, where the entry was initiated by CMCU. Inward direct entries are debits to your CMCU account which are initiated by a third party.

## 2.3 Savings and Transactional Products

Our standard savings and investment products are described as follows:

#### 2.3.1 At Call Savings Account (S1)

- a) CMCU's saving account is an account designed to assist you in saving for a special purpose.
- b) Summary of the accounts features and access facilities can be found in section 2.2 Summary of accounts & available access facilities.
- c) It is available for personal use only.
- d) Funds are available at call.
- e) A tiered interest rates applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.

- f) Interest rate may be varied at any time. The interest rate is the rate referred to as S1 Savings Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- g) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

#### 2.3.2 Budget Savings Account (S4)

- a) CMCU's Budget account is an account designed to assist you in budgeting.
- Summary of the accounts features and access facilities can be found in section 2.2 Summary of accounts & available access facilities.
- c) It is available for personal use only.
- d) Funds are available at call.
- e) A tiered interest rates applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.
- f) Interest rate may be varied at any time. The interest rate is the rate referred to as S4 Budget Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- g) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

## 2.3.3 Christmas Club Account (S5)

- a) This account allows you to save money for spending at Christmas.
- b) The funds are available in the branch and via digital banking between the dates of 15th November through to the 15th February each year.
- c) Summary of the accounts features and access facilities can be found in section 2.2 Summary of accounts & available access facilities.
- d) It is available for personal use only.

- e) A flat rate of interest applies, calculated on the daily balance and is credited to the account on the 30th November each year or when the account is closed.
- f) Interest rate may be varied at any time. The interest rate is the rate referred to as S5 Christmas Club Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- g) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

## 2.3.4 Youth Saver Account (S6)

- A special purpose account available to members under 18 years of age. This account is designed to encourage young children and teenagers to save money.
- Summary of the accounts features and access facilities can be found in section 2.2 Summary of accounts & available access facilities.
- c) It is available for personal use only.
- d) Funds are available at call.
- e) A flat rate of interest applies, calculated on the daily balance and is credited to the account on the 30th June each year or when the account is closed.
- f) Interest rate may be varied at any time. The interest rate is the rate referred to as S6 Youth Saver Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- g) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

#### 2.3.5 Premium Business Account (S7)

- a) The Premium Business account earns a higher rate of interest than the Business Account, but still provides easy access to your funds.
- a) Summary of the accounts features and access facilities can be found in <u>section 2.2 Summary of accounts & available</u> <u>access facilities</u>.
  - b) It is available for business use only.

- c) Funds are available at call.
- d) An overdraft facility can be attached to this account. A separate application form must be completed.
- e) A tiered interest rate applies, calculated on the daily balance and is credited to the account quarterly on March 31, June 30, September 30, December 31, or when the account is closed.
- f) Interest rate may be varied at any time. The interest rate is the rate referred to as S7 Premium Business Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- g) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

#### 2.3.6 Everyday Access Account (S8)

- a) CMCU's everyday access account is your main transaction account; funds are available 24 hours a day, seven days a week.
- b) Summary of the accounts features and access facilities can be found in section 2.2 Summary of accounts & available access facilities.
- c) It is available for personal use only.
- d) Funds are available at call.
- e) An overdraft facility can be attached to this account. A separate application form must be completed.
- f) A tiered interest rates applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.
- g) Interest rate may be varied at any time. The interest rate is the rate referred to as S8 Everyday Access Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- h) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

## 2.3.7 Mortgage Offset Account (S10)

- a) A Mortgage Offset Account is a transaction account that can be linked to your home /investment loan.
- b) The credit balance of this account is offset daily against the outstanding loan balance, reducing the interest payable on that loan.
- c) The account must be linked to an eligible home/investment loan funded after the 1st July 2013. See in branch if your loan is eligible for this product.
- d) Funds are available at call.
- e) No minimum balance is to be held for the offset to apply
- f) Summary of the accounts features and access facilities can be found in section 2.2 Summary of accounts & available access facilities.
- g) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

#### 2.3.8 Business Account (S11)

- a) CMCU's Business Account is the main transactional account for businesses.
- b) Summary of the accounts features and access facilities can be found in section 2.2 Summary of accounts & available access facilities.
- c) It is available for Business use only.
- d) Funds are available at call.
- e) An overdraft facility can be attached to this account. A separate application form must be completed.
- f) A tiered interest rates applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.
- g) Interest rate may be varied at any time. The interest rate is the rate referred to as S11 Business Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- h) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the

Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

#### 2.3.9 GST (S12)

- a) A special purpose account for business to set aside money for GST purposes.
- b) Summary of the accounts features and access facilities can be found in section 2.2 Summary of accounts & available access facilities.
- c) It is available for Business use only.
- d) Funds are available at call.
- e) A tiered interest rates applies, calculated on the minimum monthly balance and is credited to the account on the 30th June each year or when the account is closed.
- f) Interest rate may be varied at any time. The interest rate is the rate referred to as S12 GST Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- g) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

#### 2.3.10 Notice of Withdrawal (S15)

- a) Summary of the accounts features and access facilities can be found in <u>section 2.2 Summary of accounts &</u> <u>available access facilities</u>.
- b) It is available for personal use only.
- c) Funds are available on request.
- d) A tiered interest rates applies, calculated on the daily balance and is credited to the account on the 30th June each year or when the account is closed.
- e) Interest rate may be varied at any time. The interest rate is the rate referred to as S15 Notice of Withdrawal Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- f) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

# 2.3.11 Pensioner Account (S65 & S66)

- a) CMCU's Pensioner Accounts are designed specifically for those members who receive a government aged pension and are aged over 65.
- Summary of the accounts features and access facilities can be found in Section 2.2 Summary of accounts & available access facilities.
- c) It is available for personal use only.
- d) Funds are available at call.
- e) An overdraft facility can be attached to this account. A separate application form must be completed.
- f) A tiered interest rate applies, paid monthly.
- g) Interest rate may be varied at any time. The interest rate is the rate referred to as S65 and S66 Pensioner Account on the Interest Rate Sheet, which is available in Branch or at cmcu.com.au.
- h) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

# 3 Fixed Term Deposits

## 3.1 Establishing and reinvesting Term Deposits

- a) The interest rate is fixed at the time of the initial deposit and for the full term of the deposit.
- b) When you lodge your Term Deposit, you can elect for interest to be paid as follows:
  - i. For Term Deposits over one year, interest will be paid annually;
  - ii. For Term Deposits of one year, interest can be paid annually or at maturity;
  - iii. For Term Deposits less than one year, interest will be paid at maturity.
- c) Additions to the principle will not be accepted during the unexpired term, only on renewal.
- d) Interest will be credited to your account on the business day the Term Deposit matures.
- e) When interest is due the amount can be credited as follows:
  - i. Reinvested into the Term Deposit;

- ii. Credit to another CMCU account; or
- iii. Credit to an account at another financial institution.
- f) Written notification of maturity will be given prior to maturity date. If you wish to make any alterations to your fixed term deposit on maturity, please advise CMCU in writing before the maturity date.
- g) Funds will be re-invested at maturity under the same terms and conditions as the previous deposit at the current rate of interest, unless other written instructions have been received.
- h) Current Fixed Term Deposit interest rates are detailed on the Interest Rate Sheet which is available in Branch or at cmcu.com.au.
- i) CMCU may approve a member's request for either a full or partial redemption of funds prior to maturity. Upon approval of redemption, an adjustment to the accrued interest will apply. See section 3.3 Early Term Deposit Redemption. The interest rate applicable to the principal amounts withdrawn will be adjusted based on the percentage of time since lodgement.
- j) If a redemption of partial funds is approved the rate for the remaining deposit will be adjusted to the appropriate rate for that amount applicable on the date of lodgement.
- k) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

# 3.2 Monthly Interest Deposit

- a) The interest rate is fixed at the time of the initial deposit and for the full term of the deposit.
- b) When you lodge your Term Deposit interest will be paid monthly on the same date as the initial deposit e.g., if initial deposit date is the 5th of the month, interest will be due the 5th of each month.
- c) Additions to the principle will not be accepted during the unexpired term, only on renewal.
- d) When interest is due the amount can be credited as follows:
  - i. Credit to another CMCU account; or

ii. Credit to an account at another financial institution.

- e) Written notification of maturity will be given prior to maturity date. If you wish to make any alterations to your fixed term deposit on maturity, please advise CMCU in writing before the maturity date.
- f) Funds will be re-invested at maturity under the same terms and conditions as the previous deposit at the current rate of interest, unless other written instructions have been received.
- g) Current Fixed Term Deposit interest rates are detailed on the Interest Rate Sheet which is available from our Branch or at <u>cmcu.com.au</u>.
- h) CMCU may approve a member's request for either a full or partial redemption of funds prior to maturity. Upon approval of redemption, an adjustment to the accrued interest will apply. See section 3.3 Early Term Deposit Redemption. The interest rate applicable to the principal amounts withdrawn will be adjusted based on the percentage of time since lodgement.
- If a redemption of partial funds is approved the rate for the remaining deposit will be adjusted to the appropriate rate for that amount applicable on the date of lodgement.
- j) Transaction and general fees may apply and you may also be charged for using payment facility to access the account. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

# 3.3 Early Term Deposit Redemption

This penalty applies in the interest earned on a Term Deposit or portion thereof that is redeemed before the maturity date.

% of time since lodgement	Rate applied
<10% of term	10% of current interest rate
10%-30% of term	25% of current interest rate
31%-50% of term	40% of current interest rate
51%-75% of term	60% of current interest rate
Over 76% of term	80% of current interest rate
Within 5 days of maturity	Current interest rate

Example: if \$5,000 was lodged on the 1<sup>st</sup> June @ 1% for six months and \$2,000 was redeemed early on 1<sup>st</sup> July, the \$2,000 would earn interest @ 0.25% for the 30 days.

# 4 Fees, Charges and Interest

# 4.1 Fees, Charges and Member Rewards

- a) Our current fees, charges and rewards are set out in the Schedule of Fees, Charges and Member Rewards which you can find on our website <u>cmcu.com.au</u>.
- b) We can vary our fees or charges from time to time. We will notify you in accordance with section 12.1 Notifying changes, providing notices and statements. The Schedule of Fees, Charges and Member rewards forms part of these T&C.
- c) From time to time, we may waive any of our fees or charges. However, this doesn't mean that we will waive it in the future.

## 4.2 Member Rewards

- The Member Rewards program is designed to rewards those members who support CMCU by using CMCU product and services.
- b) Each month the Reward is calculated on the average balances for the month using the total sum of all accounts on deposit and borrowed.
- For details of applicable fee amounts and maximum rewards refer to the Schedule of Fees, Charges and Member Rewards.
- d) Chargeable transactions on joint accounts will be included with those of the first-named account-holder for the purposes of calculating total fees subject to Member Reward.
- e) The value of Member support represented by joint accounts will be included with that of the first-named account-holder for the purposes of calculating Member Reward.
- f) The total fee applicable will be debited on the last day of the month.

## 4.3 Earning Interest

a) The interest rate that applies to your account is set out in our Interest Rate Schedule, which you can find at our Branch or at cmcu.com.au.

- b) During a normal calendar year, you earn interest based on the prevailing interest rate divided by 365 days per year. However, in a leap year you earn interest based on the prevailing interest rate divided by 366 days per year.
- c) We may vary interest rates from time to time. However, interest rates on Term Deposit accounts remain fixed for the agreed term of the deposit. You can obtain information about current interest rates from us at any time or by visiting our website at cmcu.com.au.

# 5 Putting money in

# 5.1 Introduction

- a) You (or other people) can deposit money into your Savings, Transactional, Term Deposit or Loan account through the following services, where those services are available on your account see <u>section 2.2 Summary of</u> <u>Accounts & Access Facilities</u>:
  - Digital Banking
  - Funds transfer from CMCU or another financial institution
  - Fast Payments Osko, NPP, PayTo
  - Direct credits
  - In Branch
  - Future payments
- b) When making cash deposits into your account, we may require further information from you before we can process your request, including the purpose of the transaction. Without this information, we may be unable to process your request.
- c) When making electronic deposits into your CMCU account, you should try to do it before 4pm AEST on the Business Day before the day you need the money in your CMCU account, to maximise the chances of it being there on time. We don't receive electronic deposits on weekends or public holidays refer to section 6.4 Fast Payments Osko, NPP and PayTo for information on Fast Payments.
- d) Cheque deposits are subject to clearance periods, as described in <u>section 5.3 Cheque deposits</u>.

# 5.2 Making deposits to the account

a) We try to process payments into your account promptly. Where possible, this will occur on the date of receipt.  b) When we credit payments into your CMCU account, we use the account number specified by the sending bank.
We don't use the account names. So please make sure that anyone putting money into your CMCU account used the correct account number.

# 5.3 Cheque deposits

- a) Funds from cheques deposited to members' accounts will not be available until the expiry of a clearance time dependent upon the drawer of the cheque.
- b) Cheques will be credited to the account of the payee shown on the cheque, unless endorsed to be paid into another account by the payee (subject to the requirements of the Cheques Payments and Order Act)
- c) A request for "Special Clearance" on a cheque may be made at the time of deposit for a fee (current fee available on request). Funds will be available upon confirmation by the drawer's bank that the cheque has been cleared (usually 1-2 days).

Type of				
Cheque	Clearance Period	Extensions		
Over the counter	3 business days	Yes – where public holidays and weekends fall during the clearance period		
Deposited via the National Australia Bank	5 business days	Yes – where public holidays and weekends fall during the clearance period		
Foreign Currency	Funds available after clearance from CMCU's clearing bank (usually 30 days)			

#### 5.3.1 Clear times are as follows:

## 5.3.2 Dishonoured Cheque Deposits

- a) Cheques banked into a member's account can be dishonoured in certain circumstances, such as where:
  - i. The cheque banked is stale, i.e., older than 15 months; or
  - ii. The cheque banked is post-dated or is unsigned; or

- iii. A stop payment has been placed on the cheque by the drawer; or
- iv. The drawer has insufficient funds to cover the amount of the cheque.
- b) A dishonour fee will apply to all dishonoured cheques to cover any processing costs incurred by CMCU. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards for further details in Branch or at <u>cmcu.com.au</u>.

# 5.4 Direct Credits – inwards

- a) To receive direct payments to your account from sources within Australia you must either use:
  - i. CMCU BSB number (803 188), and either your member number or nine-digit alternative reference number; or
  - Of if you have registered a PayID (for Fast Payments – Osko or NPP), you can use that PayID.
    For further details about PayID see <u>section 6.4.5</u> <u>PayID</u>.
- b) Payments from overseas are unable to be received as a direct credit. You will need to use a Telegraphic Transfer. Please refer to section 5.6 Telegraphic transfers into your account for more information.
- c) Direct credits allow your account with us to automatically received credits.
- d) We will endeavour to process payments to accounts promptly upon receipt of lodgement files. All lodgement files received will be actioned on the date of receipt.
- e) You must sign a Payroll Split form if your wish to have any portion of your direct credit redirected to any other CMCU account. This allocation must be received prior to the posting of the credit for more information see section 5.7 Payroll Deduction.
- f) If you receive money mistakenly into your account, you will need to return it. Accordingly:
  - Where there are sufficient funds in any of your CMCU account to cover the amount, we will debit those funds and send them back, subject to the procedure in section 9 Mistaken Online Payments; or
  - ii. Where there are insufficient funds in your CMCU accounts to cover the amount, you need to repay

that amount and any associated fees incurred in retrieving these funds.

- g) Payments received by us with invalid account details will be manually reviewed within one working day of receipt and either credited to the correct account, where the account can be identified, or returned to remitter.
- h) We accept no responsibility for the date a credit is posted to your account, as this is the date set by the remitting institution.
- Any instruction for direct credit received on a nonbusiness day will be processed and payment credited on the next following business day.
- j) You indemnify us from any loss incurred by us arising from the provision of a direct credit service.

# 5.5 Outward Direct Debits arrangements and PayTo credits to your CMCU account

- a) For some CMCU accounts, you can arrange an outward direct debit authority to automatically debit your account at another bank. See section 2.2 Summary of accounts & available access facilities.
- b) If you want to cancel an outward direct debit authority you must tell us in writing. The cancellation won't take effect until we receive the written notice.
- c) Under this arrangement, if you want to suspend a direct debit payment, change the amount or amend the drawing date of a payment, you must tell us in writing and give us at least one day's notice. The changes won't take effect until we receive the written notice.
- d) We try to process the debit on the date specified on your authority, or on the following Business Day if your nominated date falls on a non-Business Day. However, the other bank may process the debit request on a different date than the one we specified.
- e) If three successive direct debit attempts are dishonoured by the other bank, the authority will be cancelled automatically.
- Funds credit to your CMCU account received via a direct debit will have a clearance of three to five Business Days.

# 5.6 Telegraphic transfers into your account

a) When you receive a Telegraphic transfer from overseas, it passes through several banks, and each bank involved

in the process may charge a processing fee that we pass onto you (along with any fees that we are charged).

- b) We credit Telegraphic transfer funds to your CMCU account on the day that we receive the payment. Funds transfers from overseas generally take 48 to 72 hours, assuming all information supplied is complete and correct.
- c) Funds are converted to Australian dollars by our international payments provider before we receive it.
- d) Telegraphic transfer funds can be credited to any CMCU account other than a Term Deposit account.

## 5.7 Payroll deduction

- Payroll Deduction means a payment which is debited from a member's payroll by their employer and forwarded to CMCU on their behalf.
- b) Payroll Deductions can be allocated between accounts provided that the allocation is requested in writing and received prior to the posting of the credit.
- c) Where insufficient funds are received to cover a nominated allocation, funds will be credited in the order nominated until exhausted. Where funds credited are greater than the nominated allocation, excess funds will be credited to the last nominated account.

# 6 Taking money out

# 6.1 Introduction

You can access your money by using the following services (where those services are available on your account) Please read <u>section 2.2 Summary of accounts & available access</u> <u>facilities</u> to check if a particular service is available to your account:

- i. VISA Debit card
- ii. BPAY
- iii. Digital Banking
- iv. Fast Payments Osko, NPP and PayTo
- v. Mobile payment app and/or Digital Wallet that access Apply Pay, Samsung Pay or Google Pay
- vi. Eftpos and ATM access
- vii. Future payments

# 6.2 Transaction limits

- a) The daily withdrawal limit for ATM and Eftpos transactions is \$1,000. Please note the amount you can withdraw from any single Eftpos terminal or ATM may additionally be restricted by the retailer or financial institution providing the facility.
- b) A transaction limit of \$2,000 applies to each account to transactions processed using Digital Banking.
- c) You can request temporary or permanent limit increases by email info@cmcu.com.au or visiting our Branch.
- d) If we agree to a temporary limit increase, we will tell you the maximum number of days that your temporary limit will remain in place. A temporary limit may increase your liability in the case of unauthorised transactions.
- e) We may, at our discretion, reduce the daily transaction limit or any other transaction limit applying to your accounts or payment type, or set it at \$0, where it is reasonably necessary to protect the legitimate interest of CMCU and its members as whole.
- f) Except for future dated payments, you can't stop a payment that is in the process.
- g) We will treat your payment instruction as valid if, when you give the instruction to us, you use the correct access method.
- You should tell us immediately if you think that you made a mistake when making a transaction, or if you did not authorise a transaction.
- Limits for Contactless Transactions apply as set by the relevant Card Schemes (e.g., Visa). We may at our discretion apply a lower or higher Daily Transaction Limit to Contactless Transactions performed via:
  - i. certain types of CMCU cards;
  - ii. certain Card/Devices; or
  - iii. certain third-party payment services/Digital Wallets.

# 6.3 VISA Debit card

a) VISA Debit card allows you to pay for goods and services at any retailer displaying the VISA logo, anywhere in the world. You can also withdraw cash from your account, anywhere in the world, using an ATM displaying the Visa logo. We will provide you with a PIN to use with your VISA Debit card.

- b) We may also provide you with a digital copy of your card that can be added to Apply Pay, Samsung Pay or Google Pay and used for a more selective range of transactions at participating merchants. We may provide you with a digital copy of your card to make certain transactions prior to receiving your physical plastic card – we will let you know if this feature is available on your account.
- c) You must not activate your physical plastic card until you receive it. You may be liable for unauthorised transactions on your card which result from you activation your card prior to receiving it.
- A fee may apply to cash withdrawals using your VISA Debit card at an ATM.
- e) We may, where we think it's reasonably prudent, put temporary or permanent blocks on a merchant, group of merchants or a geographical region that will prevent you from using your VISA Debit card with those merchants or in that region. We may do this without notice to you. Usually, we will only do this where we believe there is a high risk of fraud or criminal activity associated with those merchant(s) or regions, a member or CMCU is exposed to an unacceptable risk, or where we are obliged by law to take such action.

## 6.3.1 Contactless transactions

- a) If your VISA Debit card has contactless functionality, you can make contactless transactions for purchases at merchant terminals that allow for this functionality.
- b) All cards are issued at CMCU's discretion and CMCU may determine the level of functionality made available in its cards. We may choose not to provide you with a card.
- c) CMCU can switch the contactless functionality off if requested in writing by the member.

# 6.3.2 Important Information about Chargebacks for VISA Debit card

- a) If a VISA Debit card transaction was:
  - i. Unauthorised; or
  - For goods or services and the merchant did not deliver them and a refund or credit was not offered or provided by the merchant;

For goods and services which do not match the description provided by the merchant and a refund or credit was not offered or provided by the merchant,

then you can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. If the transaction was processed through the Eftpos network, your chargeback will be processed in accordance with the rules applying to Eftpos transactions. If the transaction was processed through the Visa network, your chargeback will be processed in accordance with the rules applying to Visa transactions. You should tell us a soon as possible, but no later than 120 days after the date of the transaction and provide us with any information we may require. You are not able to reverse a transaction authenticated using Visa Secure unless we are liable as provided in section 9.3 when you are not liable for loss. We may in good faith chargeback some or all of the amount disputed. However, if we do chargeback the transaction, and Visa subsequently declines to chargeback the transaction, we reserve the right to deduct the refunded amount from your account.

#### 6.3.3 Using the VISA Debit card

- a) You must sign the VISA Debit card immediately upon receiving it and before using it as a means of preventing fraudulent our unauthorised use of VISA Debit card. You must ensure that any other cardholder you authorise also signs their VISA Debit card immediately upon receiving it and before using it.
- b) We will advise you from time to time:
  - i. What transactions may be performed using your VISA Debit card;
  - ii. What ATMs of other financial institutions may be used; and
  - iii. What the daily cash withdrawal limits are.

You may only use your VISA Debit card to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your VISA Debit card to access see <u>section 2.2 Summary of accounts & available access facilities</u>.

c) We may issue a new card to you at a time determined by us. We reserve the right to not reissue your VISA Debit card.

- d) The VISA Debit card always remains our property.
- e) We are responsible for the security of cardholder data (as defined in the Payment Card Industry (PCI) Data Security Standard) that we possess, or otherwise store, process or transmit on behalf of you or an additional cardholder.

#### 6.3.4 Using VISA Debit card outside Australia

- a) You agree to reimburse us for any costs, fees or charges of any nature arising out of a failure to comply with any exchange control requirements.
- b) All transactions made overseas on a VISA Debit card will be converted into Australian currency by VISA Worldwide, and calculated at a wholesale market rate select by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
- c) All transactions made overseas on the VISA Debit card are subject to a conversion fee payable to CUSCAL, the principal member of VISA Worldwide under which we provide you with the VISA Debit card. Please refer to the Schedule of Fees, Charges and Member rewards for the current conversion fee.
- d) Some overseas merchants and ATMs charge a surcharge for making a transaction on your VISA Debit card. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- e) Some overseas merchants and electronic terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. If you accept this option, once you have confirmed the transaction you will not be able to dispute the exchange rate applied.
- f) All transactions made overseas using an ATM are subject to a fee. Please refer to the Schedule of Fees, Charges and Member rewards for more information.

#### 6.3.5 Additional VISA Debit card

a) You may authorise us, if we agree, to issue an additional VISA Debit card to an additional cardholder provided this person is over the age of 18 and be an authorised

signatory on the account. See section 7.6 Adding a Signatory or Attorney for further information.

- b) You will be liable for all transactions carried out by this cardholder.
- c) We will give each additional cardholder a separate PIN.
- d) You must ensure that any additional cardholders protect their VISA Debit card and PIN in the same way see section 8.4 Pass Code Security Requirements for more information.
- e) To cancel the additional VISA Debit card, you must notify us in writing. However, this cancellation may not be effective until the additional VISA Debit card is returned to us or you have taken all reasonable steps to have the additional VISA Debit card returned to us.
- f) You will not be liable for the continued use of the additional VISA Debit card from the date that you have:
  - i. Notified us that you want it cancelled; and
  - ii. Taken all reasonable steps to have the additional VISA Debit card returned to us.

## Please note that if you are unable to return the additional VISA Debit card to us, we may require you to make a written statement describing the steps you have taken to return the card.

## 6.3.6 Use after cancellation or expiry of VISA Debit card

- a) You must not use your VISA Debit card:
  - i. Before the valid date or after the expiration date shown on the face of the VISA Debit card; or
  - ii. After the VISA Debit card has been cancelled.
- b) You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

## 6.3.7 Exclusions of warranties and representations

- We do not warrant that Merchants or ATM's displaying VISA signs or promotional material will accept the VISA Debit card in payment for goods and services.
- b) We do not accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the card.
- c) We are not responsible for any defects in the goods and services you acquire through the use of the VISA Debit

card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

#### 6.3.8 How to Report loss, theft or unauthorised use your VISA Debit card or pass code

- a) If you believe that your VISA Debit card has been misused, lost or stolen or PIN has become known to someone else, you must immediately contact CMCU during business hours or the HOTLINE at any time. Please refer to <u>Important Contact Information</u> for contact details. You must provide the following information when making such notification to CMCU or the HOTLINE:
  - the VISA Debit card number;
  - the name of the Credit Union; and
  - any other personal information you are asked to provide to assist in identifying your VISA Debit card.
- b) The HOTLINE will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting the HOTLINE.
- c) When contacting the HOTLINE, you should confirm the loss or theft as soon as possible at CMCU's office.
- d) The HOTLINE is available 24 hours a day, 7 days a week.
- e) If the HOTLINE is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the HOTLINE is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.
- f) If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card:
  - i. with us by telephone or priority paid mail as soon as possible; or
  - ii. by telephoning the VISA Debit card HOTLINE number for the country you are in.

- g) You must apply in writing for a new card. A new one is NOT automatically ordered when you advise us that your card is lost or stolen.
- h) There is a charge for a replacement card, details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards for further details in Branch or at cmcu.com.au.
- You will receive a new PIN when a replacement card is ordered.

#### 6.3.9 Reoccurring payment arrangements

- a) You should maintain a record of any reoccurring payment arrangement that you have entered into with a Merchant.
- b) To change or cancel any reoccurring payment arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment. If possible, you should retain a copy of this change/cancellation request.
- c) Should your card details be changed (for example if your VISA Debit card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing reoccurring payment arrangement to ensure payments under that arrangement continue. If you fail to do so your reoccurring payment arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- d) Should your VISA Debit card or your accounts with us be closed for any reason, you should immediately contact the Merchant to change or cancel your reoccurring payment arrangement, as the Merchant may stop providing the goods and/or services.

#### 6.4 Fast Payments – Osko, NPP and PayTo

#### 6.4.1 How Osko, NPP and PayTo work

a) NPP and Osko payments offer you the ability to make a payment in near real time to another financial institution that is also offering this service. You can make an NPP or Osko payment by either entering a PayID or BSB/account number. Under PayTo you may authorise another party to take out regular payments from your account see <u>section 6.5 PayTo-Mandated Payment Services</u> for further details.
# 6.4.2 Osko and NPP

- a) We subscribe to Osko under the BPAY<sup>®</sup> Scheme.
- b) As part of NPP and Osko, we allow members to make and receive Osko Payments in near real-time, subject to the limitations set out in these T&C.
- c) Where we are able to do so we will tell you:
  - i. if NPP and Osko are suspended or discontinued;
  - ii. if there are any delays in processing NPP Payments and Osko Payments;
  - iii. when your NPP Payments and Osko Payments are likely to be completed;

and, give you the opportunity to cancel a Transaction if it is delayed.

#### 6.4.3 How to make Osko and NPP Payments

- a) Osko and NPP Payments are available to be made from any account that allows Digital Banking see section 2.2 Summary of accounts & available access facilities for more details.
- b) In order to make an OSKO or NPP Payment you must be registered to use CMCU Digital Banking and must have been allocated a user name, password and have your SMS OTP registered.
- c) Once you have entered the payment details, we will let you know whether the Osko Payee's financial institution is able to receive this type of payment.

# 6.4.4 Transaction limits

a) Daily transaction limits apply to NPP and Osko Payments. Details of the limits can be found in <u>section</u> <u>6.2 Transaction limits</u>.

# 6.4.5 PayID

- a) You do not have to have a registered PayID.
- b) When you direct an NPP, Osko or PayTo to a PayID connected to a joint account, other account holders may be able to see the messages and notifications associated with the Payment.
- c) When initiating an NPP or Osko Payment, you might direct the transaction to an incorrect account if you get a PayID wrong. To try to avoid this, we will ask you to verify that you have the right PayID. We will do this by presenting you with the associated PayID Name as an additional confirmation of the intended recipient before

you submit a NPP or Osko Payment. This will appear as a confirmation screen in Digital Banking before you authorise the payment. Failure to take reasonable steps to ensure you are sending the money to the correct account, including reviewing the PayID name before authorising your payment, may increase your liability if misdirected funds cannot be subsequently recovered.

d) In order to better provide you with the Services under Osko, we may retain, use and disclose certain information relating to PayIDs you use. For example, we may retain information relating to PayIDs you provide us in order to facilitate scheduled payments. Our Privacy Policy has more information on how we collect, use, handle and store Personal Information, which would include PayIDs. You can find this on our website at <u>cmcu.com.au</u>.

# 6.4.6 Information you must give us to make an Osko or NPP Payment

a) The information that you must give us to make an NPP or Osko Payment are the destination account (either BSB/account number or PayID), the amount, the date of the payment, and a description of the transaction. We are not obliged to process an NPP or OSKO Payment if you don't give us all of the above information or if any of the information you give us is inaccurate.

#### 6.4.7 Investigations and liability for unrecoverable funds

a) We have obligations in relation to investigating and recovering misdirected funds sent as NPP or Osko payments. We are also committed to obligations under ePayments Code in relation to investigating and recovering a Mistaken Payment. Members should note their liability in relation to funds that cannot be recovered, as set out in <u>section 9.4 When you are liable</u> <u>for loss</u>.

#### 6.4.8 Notifications

a) Transactions effected as an NPP or Osko Payment will be notified to you in the usual manner, being a transaction listing on the relevant account viewable on your statements or via Digital Banking.

#### 6.4.9 Receipt of a mistaken NPP or Osko Payment

a) When we and the sending financial institution determine that an NPP or Osko Payment made to your account is either a mistaken internet payment or a

misdirected payment, we may, without your consent, and subject to complying with any other applicable T&C, payment scheme rules and the ePayments code, deduct from your account an amount equal to that mistaken internet payment or misdirected payment. We will notify you if this occurs.

#### 6.4.10 Suspension and termination

- a) We may suspend or terminate your participation in NPP or Osko if:
  - i. we suspect that you, or someone acting on your behalf, is being fraudulent;
  - we suspect that you are using NPP and Osko in a manner that will or is likely to affect our ability to continue providing NPP and Osko to you or our other members;
  - iii. you use language that we consider to be offensive, threating or otherwise inappropriate in the description of the transaction.
  - iv. you breach any obligation under <u>section 6.4 Fast</u> <u>Payments – Osko, NPP and PayTo</u> which is capable of remedy and do not remedy that breach within 20 Business Days of receipt of a notice from us specifying the breach and requiring the breach to be remedied;
  - v. you breach any obligation under <u>section 6.4 Fast</u> <u>Payments – Osko, NPP and PayTo</u> which is incapable of remedy;
  - vi. you suffer an Insolvency Event;
  - vii. We have any other reasonable grounds for terminating your participation, and provides you with adequate notice prior to terminating your participation.
- b) If your PayID has been suspended or terminated in accordance with this section, it may not be transferred or updated until it has been unlocked.

#### 6.4.11 Other NPP and Osko suspension or termination events

 a) In addition to clause 6.4.10 (a) Suspensions and terminations for your default, we may immediately terminate and/or suspend your participation in NPP and Osko by notifying you if:

- our membership to the Scheme or our subscription to NPP and Osko is suspended, ceases or is cancelled (as the case may be) for any reason;
- ii. we have other reasonable grounds, as determined by CMCU, for suspending your participation in NPP and Osko.

#### 6.4.12 Consequences of termination

- a) Termination or suspension of your right to use NPP and Osko does not:
  - prejudice any claims either party may have against the other in respect of any then subsisting breaches of these T&Cs; or
  - ii. otherwise affect the accrued rights or remedies of either party.

#### 6.4.13 Creation and maintenance of your account PayID

- You can register a PayID type supported by us and you must satisfy us that you own or have the right to use the PayID. PayIDs owned by Organisations cannot be registered to personal accounts.
- a) You can register a PayID for receiving NPP and Osko Payments in Branch. By creating your PayID you consent to us recording your PayID and account details in the PayID Service to enable Osko Payers to make NPP Payments to you and, to the extent that such recording and use constitutes a disclosure and use of Personal Information within the meaning of the Privacy Law, you consent to that disclosure and use.
- b) When you create a PayID, we will either issue a PayID Name or enable you to select your own PayID Name. We will not register a PayID Name that we consider could mislead or deceive an Osko Payer, or that we otherwise deem inappropriate, you consent to us displaying your PayID name to Osko Payers who send NPP Payments to you.
- c) Members can open more than one PayID for each account. You may, for example, activate two telephone numbers as PayIDs for receiving NPP and Osko Payments to your account.
- d) If your account is a joint account, you and each other joint account holder can open a unique PayID for the account.

- e) Once a PayID is opened and associated with your account, it may not be used in relation to any other account with us or with any other financial institution (see below for transferring PayIDs between accounts):
- f) The PayID service does not support duplicate PayIDs. If we try to create a PayID for your account which is identical to another PayID in the service, we will receive an error message. We will contact you to discuss duplicate PayIDs.
- g) You can transfer your PayID to another account with us, or to an account at another financial institution by contacting us.
- A transfer of your PayID to another account with us will generally be effective immediately, unless we notify you otherwise.
- i) A transfer of your PayID to another financial institution is completed by that institution. Until the transfer is completed, NPP and Osko Payments to your PayID will be directed to your account with us. If the other financial institution does not complete the transfer, it will be deemed to be ineffective and your PayID will remain with your CMCU account. Transferring or closure of a PayID will not be permitted whilst there is an active PayTo agreement in place for that PayID.
- j) A locked PayID cannot be transferred;
- K) To transfer a PayID that you created for an account with another financial institution to your account with us, you will need to contact that financial institution;
- You can close your PayID by contacting us via phone, email or in branch.
- Mathematical and the second sec
- Ne monitor PayID use to manage fraud. You acknowledge and consent to us locking your PayID if we reasonably suspect use of your PayID to procure NPP and Osko Payments fraudulently;
- Please contact us if your PayID has been locked and you wish to unlock it;
- We will ensure that your PayID and account details are accurately recorded in the PayID service;
- q) Only Organisations may use an ABN, as their PayID

# 6.4.14 Notices/miscellaneous

a) From time to time, we may need to provide to BPAY<sup>®</sup> certain information regarding our Organisational members and their use of NPP and Osko, including for the purposes of monitoring and managing fraud relating to NPP and Osko. If you are an Organisational member, you consent to the inclusion of your name and any other details and information relating to you, in any reports we are required to provide to BPAY<sup>®</sup>.

# 6.5 PayTo – Mandated Payment Services

#### 6.5.1 Creating a Payment Agreement

- a) The Mandated Payment Service ("PayTo") allows you to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer this service as a payment option.
- If you establish a Payment Agreement with a Merchant b) or Payment Initiator that offers this service, you will need to provide the Merchant or Payment Initiator with personal information including your BSB/account number, or your PayID. You are responsible for ensuring the details vou provide are correct. Personal information you give the Merchant or Payment Initiator will be subject to their privacy policy and terms and conditions.
- Payment Agreements must be recorded in the Mandate c) Management Service in order for NPP Payments to be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your Account or PayID details. We will deliver a notification of the creation of the Payment Agreement, the Merchant or Payment Initiator and the payment amount and frequency (if these are provided) and seek your consent to make payments. You may confirm or decline any Payment Agreement presented for your approval. If you consent this will be recorded in the Mandate Management Service and the Payment Agreement will then be deemed to be effective. If you decline, this will

be recorded and no payments under the Payment Agreement will be made.

- d) Once the Payment Agreement is confirmed and effective, we will process payment requests from the Merchant's or Payment Initiator's financial institution. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have confirmed.
- e) If a Payment Agreement requires your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.
- f) If you believe the payment amount or frequency or other detail presented are incorrect, you may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.
- g) Consent for establishing a Payment Agreement on a CMCU account must be consistent with the terms of operation of that account. For example, a joint account set up as both to operate will require both account holders to consent to the Payment Agreement for it to become effective.

#### 6.5.2 Amending a Payment Agreement

- a) Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.
- b) We will notify you of proposed changes to a Payment Agreement that is requested by the Merchant or Payment Initiator. You can confirm or decline any amendment request and your decision will be recorded in the Mandate Management Service. Changes that you agree to will be deemed to be effective immediately, and those that you decline will see the Payment Agreement continue on its existing terms.
- c) Amendment requests which are not confirmed or declined within 5 calendar days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.

- d) If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.
- e) Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.
- f) Once a Payment Agreement has been established, you can change your name or transfer the Agreement to another Account you hold with us. If you want to move the Payment Agreement to an account you hold with another financial institution you can instruct us to do so. We can decline your instruction at our absolute discretion if we aren't reasonably satisfied that your request is legitimate.

#### 6.5.3 Pausing your Payment Agreement

- a) You can tell us to pause and resume your Payment Agreement. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We are not liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.
- b) Merchants and Payment Initiators may pause and resume their Payment Agreements. If the Merchant or Payment Initiator pauses a Payment Agreement to which you are a party, we will promptly notify you of that, and of any subsequent resumption. We are not liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the Merchant or Payment Initiator.

# 6.5.4 Transferring your Payment Agreement

- a) You may elect to have payments under your Payment Agreement made from an account at another financial institution. You may do this by contacting us. We will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.
- b) Your new financial institution will be responsible for having you authorise the transfer of the Payment Agreement and also updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will become effective upon being updated in the Mandate Management Service.
- c) Until the Transfer is completed, the Payment Agreement will remain linked to your Account with us and payments under the Payment Agreement will continue to be made from your Account with us. If the other financial institution does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your Account with us.
- d) To Transfer a Payment Agreement that you have with another financial institution to us, you will need to obtain a Transfer ID from that institution and provide it to us. Where you instruct us to process a Transfer of a Payment Agreement from another financial institution to us, we will use reasonable endeavours to do so within 14 days. We do not guarantee that all Payment Agreements will be Transferrable to us. If we are unable to complete a Transfer, we will notify you and advise you of your options.

#### 6.5.5 Cancelling your Payment Agreement

a) You may instruct us to cancel a Payment Agreement on your behalf. We will act on your instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation. We are not liable for any loss suffered by you, the Merchant or the Payment Initiator as a result of you cancelling a Payment Agreement. b) Merchants and Payment Initiators may cancel Payment Agreements. If the Merchant or Payment Initiator cancels a Payment Agreement to which you are a party, we will promptly notify you of that cancellation. We are not liable for any loss incurred as a result of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

#### 6.5.6 Migration of Direct Debit Arrangements

- Merchants and Payment Initiators who have existing a) Direct Debit arrangements with their customers, may establish Payment Agreements for these, as Migrated DDR Mandates, in order to process payments under those arrangements via the NPP rather than BECS. If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under PayTo. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate.
- b) You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, accordance with terms and conditions.
- c) Once the migration is completed it is the responsibility of the Merchant or Payment Initiator to cancel the existing Direct Debit arrangement. We are not liable for duplicated payments. You will need to discuss this with your merchant.

# 6.5.7 General

a) You must ensure that you carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.

- b) You must notify us immediately if you no longer hold or have authority to operate the Account from which a payment(s) under a Payment Agreement or Migrated DDR Mandate have been or will be made.
- c) You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- d) You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You are responsible for any loss suffered if you cancel or pause a Payment Agreement or Migrated DDR Mandate which puts you in breach of your obligations to the Merchant or Payment Initiator.
- e) You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates. We will not be responsible for any loss that you suffer as a result of a payment being declined and we may charge fees for declined transactions in accordance with our Schedule of Fees, Charges and Rewards. Fees may be payable to third parties in accordance with their terms and conditions.
- f) If you receive a Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us immediately.
- g) From time to time, you may receive a notification from us requiring you to confirm that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing the Payment Agreement/s or Migrated DDR Mandate/s.
- h) We recommend that you allow notifications from CMCU on your smartphone to ensure that you're able to

receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.

- i) When using our services, you must ensure that: (i) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date; (ii) you do not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and (iii) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
- j) All intellectual property, including but not limited to the PayTo or Mandated Payment Service logo and documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this agreement.
- k) Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon: (a) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement; (b) [use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item]; (c) [your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo)]; and (d) your failure to use Our Intellectual Property in accordance with this agreement.
- We may cease providing PayTo at any time and at our absolute discretion. We may also amend these terms at any time by providing you reasonable notice of any change. If you don't accept any proposed change, you may cease using these services.

m) You must comply with all applicable laws in connection with your use of PayTo.

#### 6.5.8 Our Responsibilities

- We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.
- b) We may monitor your Payment Agreements for misuse, fraud and other business purposes. We may pause or cancel a Payment Agreement if we reasonably suspect misuse or fraud, or to otherwise protect your or our legitimate interests.
- c) If you become aware of a payment being made from your Account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible and submit a claim. We will respond to all claims promptly and if the claim is founded, we will refund your Account. We are not liable for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

#### 6.5.9 Privacy

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

# 6.6 BPAY

#### 6.6.1 Using BPAY®

- a) You can use BPAY<sup>®</sup> to pay bills bearing the BPAY<sup>®</sup> logo from those accounts that have the BPAY<sup>®</sup> facility.
- b) When you tell us to make a BPAY<sup>®</sup> payment you must tell us the biller's code (found on your bill), your Customer Reference Number (e.g., your account number with the biller), the amount to be paid and the account from which the amount is to be paid.

- c) We cannot affect your BPAY<sup>®</sup> instructions if you do not give us all the specified information or if you give us inaccurate information.
- d) You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not, or will not, constitute under any circumstances part or whole satisfaction or any underlying debt owed between you and that biller.

BPAY<sup>®</sup> is only available on selected accounts. Please refer to <u>section 2.2 Summary of accounts & available</u> <u>access facilities</u> for accounts that have access to BPAY<sup>®</sup>.

e) Using the BPAY<sup>®</sup> service indicates your acceptance of these terms and conditions.

#### 6.6.2 Processing BPAY<sup>®</sup> payments

- We will attempt to make sure that your BPAY<sup>®</sup> payments are processed promptly by participants in BPAY<sup>®</sup>, and you must tell us promptly if:
  - i. You become aware of any delays or mistakes in processing your BPAY® payment.
  - ii. You did not authorise a BPAY<sup>®</sup> payment that has been made from your account; or
  - iii. You think that you have been fraudulently induced to make a BPAY<sup>®</sup> payment.

Please keep a record of the BPAY<sup>®</sup> receipt numbers on the relevant bills.

- b) A BPAY<sup>®</sup> payment instruction is irrevocable.
- c) Except for future-dated payments you cannot stop a BPAY<sup>®</sup> payment once you have instructed us to make it and we cannot reverse it.
- d) We will treat your BPAY<sup>®</sup> payment instruction as valid if, when you give it to us, you use the correct access method.
- e) You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay).
- A BPAY<sup>®</sup> payment is treated as received by the biller to whom it is directed:
  - On the date you direct us to make it, if we receive your direction by the cut off time on a banking business day; and
  - ii. Otherwise, on the next banking business day after you direct us to make it.

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

- g) Notwithstanding this, a delay may occur processing a BPAY<sup>®</sup> payment if:
  - i. There is a public or bank holiday on the day after you instruct us to make the BPAY® payment;
  - You tell us to make a BPAY<sup>®</sup> payment on a day which is not a banking business day or after the cut off time on a banking business day; or
  - iii. A biller, or another financial institution participating in BPAY<sup>®</sup>, does not comply with its BPAY<sup>®</sup> obligations.
- h) If we are advised that your payment cannot be processed by a biller, we will:
  - i. Advise you of this;
  - ii. Credit your account with the amount of the BPAY® payment; and
  - iii. Take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.
- You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY<sup>®</sup> payment and later discover that:
  - i. The amount you paid was greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess; or
  - ii. The amount you paid was less than the amount you needed to pay, you can make another BPAY<sup>®</sup> payment for the difference between the amount you actually paid and the amount you needed to pay.
  - iii. If you are responsible for a mistaken BPAY<sup>®</sup> payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

# 6.6.3 Future-dated BPAY® payments

a) You may arrange BPAY<sup>®</sup> payments to be dated in advance of the time of payment. If you use this option, you should be aware of the following:

- i. You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY® payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.
- ii. If there are insufficient cleared funds or as relevant, insufficient available credit, the BPAY® payment will try for another 5 days, after which the payment will not be made.
- You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.
- iv. You should contact us if there are any problems with your future-dated payment.
- v. You must contact us if you wish to cancel a futuredated payment after you have given the direction but before the date for payment. You cannot stop the BPAY® payment on or after that date.
- Fees may apply to these services. Please refer to our Schedule of Fees, Charges and Member Rewards for further details.
- c) Any amendment to these terms and conditions will be advised to members in the local media, through a notice in a member newsletter or an account statement, or by way of an insert included with their statement.

# 6.6.4 Consequential Damage for BPAY<sup>®</sup> payments

This clause does not apply to the extent that it is a) inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those would make this clause illegal, void laws 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.

#### 6.6.5 Mistaken BPAY® payments

- a) The ePayments Code may apply to your BPAY® transaction.
- b) If you have made a mistaken BPAY<sup>®</sup> payment, please tell us immediately. We will try to fix it by trying to get it back from the Biller, but we are not liable for any loss or

damage you suffer as a result of a mistaken BPAY<sup>®</sup> payment, expect in the circumstances described below.

- c) If a BPAY<sup>®</sup> payment is made incorrectly and not in accordance with your instructions, we'll refund the amount to your account.
- d) However, if we have refunded the amount to your account and subsequently determine that you are responsible for the mistake, and we can't recover the amount from the recipient within 20 business days of us trying, you have to pay us back.

#### 6.6.6 Unauthorised BPAY® payments

a) If a BPAY<sup>®</sup> payment was made without your authority, but looked like it came from you, we'll refund you the amount to your account. However, if you didn't comply with our security requirements, and we can't recover the amount from the recipient within 20 business days of us trying, you have to pay us back.

#### 6.6.7 Fraudulent BPAY® payments

a) If you are the victim of fraud by someone involved in the BPAY<sup>®</sup> Scheme, the perpetrator needs to refund you the money. If they don't you bear the loss, unless some other person involved in the BPAY<sup>®</sup> Scheme, knew or should have reasonably known of the fraud, in which case that other person needs to refund you the money that the perpetrator didn't refund.

#### 6.6.8 Liability for loss

- a) If your disputed BPAY<sup>®</sup> payment covers the situations in sections 6.6.5, 6.6.6 and 6.6.7, we will apply the rules set out above in section 6.6.6. if your disputed BPAY<sup>®</sup> payment covers the situations in sections 6.6.6 and 6.6.7, we will apply the rules under section 6.6.7.
- b) We are not liable for any loss or damage you suffer as a result of using the BPAY<sup>®</sup> Scheme, unless we acted negligently or breached a condition or warranty regarding the supply of goods or services which can't be excluded or limited under law.
- c) You indemnify us against any loss or damage we suffer (whether directly or indirectly) as a result of any negligent or fraudulent conduct by you.

#### 6.6.9 Disputing a BPAY® transaction

a) Except as set out above, BPAY<sup>®</sup> payments are irrevocable and no refunds are available through BPAY<sup>®</sup>

for disputes with Billers about goods/services. You will need to resolve any disputes regarding goods/services directly with the Biller.

b) If you want us to investigate an unauthorised BPAY<sup>®</sup> transaction, you have to give us written consent addressed to the biller who received that BPAY<sup>®</sup> payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY<sup>®</sup> payment.

# 6.7 Direct Debits – inwards (third party debiting your account)

- a) If you setup a reoccurring payment on your VISA Debit card it will be processed as a Visa Payment, not a direct debit and will be processed in accordance with the Visa Scheme rules.
- b) Direct Debits are authorities you can authorise a participating biller to debit amounts from your account using a BSB and account details, as and when you owe those amounts to the biller.
- c) You can cancel a direct debit authority that you've set up by either:
  - i. Contacting us directly; or
  - ii. Through the third party you're paying.
- d) You can request us to suspend or cancel a payment, but you must also tell the third party you're paying. Requests to us to stop the payment must be made at least three Business Days prior to the drawing being received at CMCU.
- e) A dishonour fee will apply if you have insufficient funds in the account to meet the amount of the direct debit authority on the day the debit is due. Please refer to the Schedule of Fees, Charges and Member Rewards for further information.
- f) We may, at our absolute discretion, determine the order of priority of payments by us of any monies pursuant to the direct debit request or any authority or mandate.
- g) We accept no responsibility for the date the debt is drawn from your account, as this date is set by the payee company.

- Any instruction received on a non-business day will be processed and payment made on the next following business day.
- Any direct debit instruction received by us will be treated as a valid instruction even if not authorised and the account will be debited accordingly.
- We may, at our absolute discretion, at any time, by giving notice in writing to you, terminate any authority to direct debit.
- We will accept no responsibility if the payment is not paid or is paid late.

#### 6.8 Future Payments

a) "Future Payments" are authorities from you to make a payment from your account for a specified identical amount at regular intervals to the same payee.

Please refer to <u>section 2.2 Summary of accounts & available</u> <u>access facilities</u> for each account type that has this facility available.

- b) We will endeavour to affect such regular authorised payments, however we accept no responsibility to make the same, and accordingly we shall not incur any liability through any refusal or omission to make all or any of the payments or by reason of late payment or by any omission to follow any such instructions.
- c) All payments organised in branch must be authorised in writing by an authorised signatory.
- You agree to pay us its standard fee relating to these services as outlined in the Schedule of Fees, Charges and Member Rewards.
- e) CMCU agrees to send authorised payments for you on the date specified provided the payment amount does not exceed the Available Balance.
- f) In the event of there being insufficient funds in the account, we will attempt to send the payment each day for the next 5 working days until the payment is paid or rejected.
- g) If the payment falls on a non-working day, the payment will be sent on the next working day.
- h) We reserve the right to cancel a future payment if it is not made on 5 separate occasions.
- i) The Member can cancel an authority at any time. The cancellation must be in writing. Alternatively, Members

are also able to adjust or cancel Future Payments via Digital Banking.

# 6.9 Over the Counter Withdrawals

- a) You can make over-the-counter withdrawals in cash. Cash withdrawal are limited to \$2,000. Larger amounts may be available within 24 hours' notice; however, we can decline any such requests at our discretion. We may require further information from you before we can process your withdrawal, including the purpose of the transaction. Without this information, we may be unable to process your request.
- b) A fee may apply to over-the-counter withdrawals. Details of fees and charges are contained in the Schedule of Fees, Charges and Member Rewards available in Branch or at <u>cmcu.com.au</u>.

# 6.10 Third party payment services

- a) Third party payment services may require you to provide personal banking information to use the service or complete a payment. We are not the provider of these third-party payment services and not responsible for their use or function, or any security breach affecting any information you store with these third-party providers.
- b) Should you choose to use a third-party payment service, we are not responsible for compensating you for any disputed transaction or reversing any transaction on your account.
- c) Examples of third-party payment services may include, but are not limited to PayPal and Digital Wallets.
- d) We may at any time restrict or cease supporting the use of CMCU cards or accounts within third party payment services, including preventing you from adding a card to a Digital Wallet.

# 6.11 Debiting transactions

a) The order that we process transactions within any one day is at our absolute discretion.

# 7 Managing your account

# 7.1 Change of name and address

a) You need to tell us of any changes to your name or address as soon as possible. For a change of name, any cards need to be returned to us and new cards will be issued in your new name.

# 7.2 Account Statements

- a) Statements will normally be sent to you at least every six months or annually if there are no transactions. Statements are not sent for dormant/inactive accounts.
- b) If you have a VISA Debit card, a statement will be issued each month. Only the first named owner of a joint account will receive a statement of that account, unless requested differently.
- c) A fee applies for all other statement requests; please see the Schedule of Fees, Charges and Member Rewards for further details.
- We can also provide your statements electronically, please see section 7.3 eStatements for details regarding this facility.
- e) When we activate your digital banking facility, we will automatically change the delivery of your statements to electronic. You can request to revert back to paperbased statements at any time.
- f) Please check your statement to make sure that all details are correct and all withdrawals have been authorised by yourself or a signatory on the account.

# 7.3 eStatements

- a) We may give you your account statements electronically (eStatements) for all accounts you hold with us if:
  - We have notified you that we will give account statements to you electronically or you use Digital Banking and you have not elected to receive statements by post instead of eStatements (refer to clause 7.3 (g))
- b) We will notify you when a new eStatement is available. You must use NetBanking to view your statements.
- c) If we give you account statements electronically, you will not receive paper statements by post.
- d) Unless you have elected to receive paper account statements by post, you must regularly check for notifications from us that a new eStatement is available. You should check your eStatement as soon as it is available.
- e) You must ensure we have our current details such as email address, mobile phone number etc. unless you have elected to receive paper account statements by post. If we become aware that your details are invalid

and we are unable to notify you when a new eStatement is available, we may send you paper statements by post until such time as your details are updated. If you change your details, let us know immediately. You can notify of a change to your details via phone, email or in branch.

- f) Your eStatement and other information will be available to view using NetBanking for at least 7 years. You can print or save your eStatement and other information provided with your eStatement during this period. You may request a paper copy of any eStatement to be sent to you by post up to six months after you receive notification the eStatement is available. A fee may be charged if you request a replacement paper statement.
- g) If you do not wish to receive account statements electronically, you may elect to receive paper account statements by post by contacting us via phone, email or in Branch. If you decide to receive paper account statements by post you will no longer be able to view your previous eStatements using NetBanking. You should print or save a copy of your eStatements before requesting to receive paper account statements by post.

#### 7.4 Account Signatories

- a) When the account is opened, you must notify CMCU of all persons who will be signing on the account. All of these signatories must be identified. *See <u>section 1.2</u> <u>Identification</u> for identification requirements.*
- All signatories can operate fully on nominated accounts under a membership. Loan signatories will require additional paperwork.
- c) You will be responsible for all liability that is incurred as a result of action by any authorised signatory on the account. Any signatory alterations must be in writing.

# 7.5 Joint Accounts

- A joint account is an account held by two or more persons. The important legal consequences of holding a joint account are:
  - The right of survivorship when one joint holder dies, the surviving joint holders automatically takes the deceased joint holder's interest in the account (for business accounts different rules may apply see note below)

- ii. Joint and several liability if the account is overdrawn, each account holder is individually liable for the full amount owing.
- b) You can operate a joint account on an 'all to sign' or 'Number to sign' or `either/or to sign' basis:
  - i. 'all to sign' means all joint holders must authorise withdrawal transaction and account changes
  - ii. 'Number to sign' means a nominated number of joint holders must authorise withdrawal transaction and account changes
  - iii. 'either/or to sign' means any one joint holder can transact on the account
- c) All joint account holders must consent to the joint account being operated on an 'either/or to sign' basis. However, any one joint account holder can cancel this arrangement, making it 'all to sign' or 'Number to sign'.
- d) For accounts that are 'all to sign' or 'Number to sign' some payment instructions are affected. For example, cards cannot be issued on accounts that require more than one signatory to make a withdrawal. Digital Banking can be used, but signatories to the account must have Digital Banking access see section 10.1 Digital Banking for further details.
- e) We'll treat all funds held in joint accounts as if those funds are held by joint account holders in equal shares.
- f) Where a Visa Debit card has been issued on a joint account, all parties to the account will be liable for any withdrawals or purchases made with a card on the account.
- g) Joint accounts are defaulted to "sharing" when using Open Banking.

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

#### 7.6 Operating your account

a) You can perform transactions on accounts, including joint accounts, which you own, such as:

- i. Depositing and investing money in accounts for any term;
- Negotiating any cheques made payable to you or matching the ownership of the joint account (note: cheques made payable in joint names must normally be process through a joint account);
- iii. Providing instructions for direct credit deposits
- Authorising future payments/ electronic transfers/ direct debits;
- v. Assign a PayID to the account;
- vi. Withdrawing part or all monies in the joint account; and
- vii. Establish a Payment Agreement under the NPP.
- b) Opening or closing any joint account will require the consent of all Account Holders

# 7.7 Adding a signatory or attorney

#### 7.7.1 Adding a signatory

- a) As an Account Holder you can make a request to us in writing to add additional signatories (who are at least 18) to operate the account. If we agree to add them, you can also specify whether any one signatory can operate the account by themselves ("one-to-sign") or whether you want all signatories to operate together ("all-to-sign). Other signing options are available for Organisation accounts, please contact us for further information.
- b) You signatory's identity will need to be verified by us before they can operate your account.
- c) Your signatory can:
  - Carry out withdrawals on the account, for any purpose;
  - Make enquiries about account balances and transactions on the account, including any debit balances or available credit on a transactional account;
  - iii. For business accounts, add, change or remove a PayID connected to the account.
- d) Your signatory cannot:
  - i. Change your contact details, including the mailing address for statements;
  - ii. Change any of the signatory authorisations on the account;

- iii. Give third party access or authority to operate the account;
- Make enquiries about loan account balances or available credit on a loan account (except for overdraft accounts);
- v. Add, change or remove a PayID set up on your account (except for non-business accounts)
- vi. Close the account or open a new account in your name.

However, these limitations don't apply if your signatory is a joint account owner or your attorney under a Power of Attorney.

- e) You are responsible for all transactions your signatory carries out on your account where you have authorised them to act on your behalf.
- f) You may remove your signatory's authority at any time by telling us in writing. You remain responsible for all transactions they conducted prior to their access being removed. You must also surrender all Access Facilities held by the signatory (e.g., Cards etc.).
- g) Each signatory (including any parent/guardian who operates upon a Youth account) agrees to indemnify and keep us indemnified against all claims (including any claim made by an Account Holder), obligations, liabilities, expenses, losses, damages and costs that we may sustain or incur as a result of any transaction carried out by the signatory on an account.
- Please note that some payment instruments such as VISA Debit card cannot be issued on an account that requires more than one signature to make a withdrawal.
- You can use Digital Banking to make transactions on "allto-sign" accounts but because all signatories must act together, all signatories must be set up with Digital Banking access.

# 7.7.2 Adding an attorney

a) If you appointed an attorney under a Power of Attorney (POA) to manage and operate your accounts, you can let us know and once we are satisfied of the validity of the POA, and have verified to our satisfaction the identity of the attorney, we'll accept all instructions for the attorney as if the instruction was made by you. This means your attorney will have the same ability to manage your accounts and make transactions to and from the account as you have (subject to any restrictions you placed on their terms of appointment).

- b) The limitations of an authorised signatory described in section 7.7.1 don't apply to your attorney, although the attorney won't be able to delegate their powers to another person and won't be able to authorise others to deal with or operate your accounts. Your attorney's ability to manage your accounts is only limited in the same manner as you are limited, that is, by these T&C and by the terms of the appointment as your attorney.
- c) By accessing and operating your account, the attorney is bound by these T&C. The attorney agrees to indemnify and keep us indemnified against all claims (including any claim made by an Account Holder), obligations, liabilities, expenses, losses, damages and costs that CMCU may sustain or incur as a result of any transaction carried out by the attorney on your account.
- d) You agree to indemnify, and keep us indemnified against all claims (including any claim made by an Account Holder), obligations, liabilities, expenses, losses, damages and costs that CMCU may sustain or incur as a result of any transaction carried out by the attorney on your account before you have given us notice of the revocation of the attorney's appointment.
- e) If you revoke your attorney's appointment, you must tell us immediately. Otherwise, we won't know, and they will continue to be able to access and operate your accounts.

# 7.8 Overdrawing an Account

 a) You must keep sufficient cleared funds in your account to cover your direct debit and EFT transactions or any other withdrawals by any means. If you do not, we can dishonour the transaction and charge dishonour fees. Please refer to the Schedule of Fees, Charges and Member Rewards Brochure.

# 7.9 Renewal and Cancellation of Cards or access to Digital Banking

- a) You may cancel your VISA Debit card, access to Digital Banking at any time by giving us written notice.
- b) We may immediately cancel or suspend your VISA Debit card (including the digital copy of your card) or access to Digital Banking at any time for security reasons if you breach these T&C, or if your card has been inactive for

an extended period. In the case of your VISA Debit card, we may cancel the card by capture of the card at any ATM.

- c) In the case of your VISA Debit card, the Account Holder will be liable for any transaction you make using your card prior to or after the cancellation of the card.
- d) In the case of Digital Banking, if, despite the cancellation of your access, a transaction using the relevant access method is processed, you'll remain liable for that transaction subject to your rights to be reimbursed under these T&C.
- e) Your VISA Debit card or access to Digital Banking will be terminated when:
  - i. Your card or access method is cancelled;
  - You close the last of your accounts with us to which the card or which has Digital Banking access;
  - iii. You have not performed a customer-initiated transaction on the account for 6 months;
  - iv. You cease to be a member of CMCU; or

You alter the authorities governing the use of your account or accounts which the VISA Debit card or which has Digital Banking access (unless we agree otherwise).

# 7.10 Access to accounts

a) All requested changes to memberships or accounts must be in writing or via email. The email must be from the email we have on file.

# 8 ePayments Code

# 8.1 ePayments Code

- a) CMCU is bound by, and warrants that we'll comply with, the ePayments Code, which is available at www.asic.gov.au
- b) In this section, a Card includes use of the Card via a mobile payment app and/or Digital Wallet that access that card (e.g., Apple Pay, Samsung Pay or Google Pay).

# 8.2 Information about our ePayment facilities

You should follow the below guidelines to protect against unauthorised use of your pass code. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised ePayments. Liability for such transactions will be determined in accordance with these T&C and the ePayments code. Important information you need to know before using a device to make electronic payments

- Sign the Visa Debit Card as soon as you get it
- Familiarise yourself with your obligations to keep your Visa Debit Card and PIN secure
- Familiarise yourself with the steps you have to take to report loss or theft of your Visa Debit Card or to report unauthorised use of your Visa Debit Card and or Digital Banking
- If you change your PIN, pass code or password DO NOT select a new one which represents your date of birth or a recognisable part of your name
- Never write the PIN on the Visa Debit Card
- Never lend or give access to your Visa Debit Card to anyone
- Never write the PIN, on anything which is kept with or near the Visa Debit Card
- Use care to prevent anyone seeing the PIN being entered on a device, ATM or Eftpos terminal
- Check your statements regularly for any unauthorised use
- ALWAYS access Digital Banking using the official mobile application and URL address
- If accessing Digital Banking on someone else's device ALWAYS delete your browsing history and do not save the password
- ALWAYS reject any request to provide or to confirm details of your pass code, SMS one time password or PIN. We will NEVER ask you to provide us with these details.
- NEVER allow another person to know your pin, register their fingerprint or faceID on your device as this may allow them to access your digital wallet and Digital Banking
  - a) This section applies to payment, funds transfer and cash withdrawal transactions that are:
    - i. Initiated using electronic equipment, and
    - ii. Not intended to be authenticated by comparing a manual signature with a specimen signature
  - b) This section applies to the following transactions:
    - Electronic card transactions, including ATM, EFTPOS, debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature
    - ii. Digital banking transactions, including 'Pay Anyone'

- iii. Online transactions performed using a card number and expiry date
- iv. Online bill payments (including BPAY<sup>®</sup>)
- v. Direct debits
- vi. Transactions using mobile devices.

# 8.4 Pass code security requirements

- a) This section applies where one or more pass codes are needed to perform a transaction.
- b) You must not:
  - Voluntarily disclose or show the PIN, Secret code or password to another person, including a family member or friend;
  - Where a card/Device is also needed to perform a transaction, write or record pass code(s) on a card/device, or keep a record of the pass code(s) on anything:
    - A. Carried with a card/device; or
    - B. Liable to loss or theft simultaneously with a card/device unless the you make a reasonable attempt to protect the security of the pass code.
  - iii. Where a card/device is not needed to perform a transaction, keep a written record of all pass codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the pass code(s).
  - iv. Allow anyone else's fingerprint or face to be registered to their card/device which is used to access your digital wallet or Digital Banking.

**Note:** You'll be held liable for any loss you suffer as a result of you not observing these passcode security requirements.

- a) For the purposes above, a reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:
  - i. Hiding or disguising the pass code record among other records
  - ii. Hiding or disguising the pass code record in a place where a pass code record would not be expected to be found
  - iii. Keeping a record of the pass code record in a securely locked container

iv. Preventing unauthorised access to an electronically stored record of the pass code record.

This list is not exhaustive

b) A user must not act with extreme carelessness in failing to protect the security of all pass codes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

Note 1 an example of extreme carelessness is storing a user name/member no and pass code for card/Digital Banking in a diary or BlackBerry, Smartphone or computer that is not password protected under the heading 'online banking code'.

- c) The following are not reasonable attempts to disguise your PIN:
  - i. The PIN recorded in reverse order
  - The PIN recorded as a telephone number or word where there are no other telephone numbers or words recorded.
  - iii. The PIN recorded as a four-digit number, prefixed by an area code.
  - iv. The PIN hidden in a series of numbers or words with any of them marked, circled or in some way highlighted to indicate the PIN.
  - v. The PIN disguised as a date or an amount.
- d) You must not select a pass code that represents your birthdate, or an alphabetical passcode that is a recognisable part of their name.
- ALWAYS REJECT any request to provide or confirm details of your pass code. We will never ask you to provide us with these details.
- f) Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a Facility (for example, by hosting an access service on our electronic address), you don't breach the Pass Code security requirements in this section 8.2.

# 9 Mistaken payments and transaction disputes

# 9.1 Mistaken online payments

 The following table sets out the process we will follow under the ePayments Code if you make or receive a Mistaken Payment.

- b) If no request has been made by another financial institution and we reasonably believe that a Mistaken Payment has occurred, we may restrict access to those funds in your account while we conduct further investigations. Please see section 11.1 Our right to suspend accounts and to block, freeze or refuse transactions for more information.
- c) We are not liable to you for and you indemnify us against any and all loss incurred by you or any other person arising from us returning the Mistaken Payment.
- d) If you receive Centrelink payments or any other protected payment that is listed on the 'Australian Government Protect Payment Website', we will not debit in excess of 10% of any protected payment deposited to your account to refund the Mistaken Payment to the payer's financial institution. This doesn't prevent us from freezing the Mistaken Payment funds or other funds held in your account that are not derived from a protected payment and using those funds to return the Mistaken Payment.
- e) If you make a complaint under this section, we will deal with the complaint under our internal dispute resolution procedures and will not require you to complain to the Receiving Financial Institution. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority, please <u>see Part 1 section 1.4 if you have a complaint or feedback</u>.
- f) Where a customer reports a mistaken internet payment, CMCU as sender must investigate whether a Mistaken Internet payment has occurred.
- a. If CMCU as sender is satisfied that a Mistaken Internet payment has occurred:
  - CMCU must, as soon as reasonably possible and by no later than 5 business days from the time of the Customer's report of a Mistaken Internet payment, send the receiving ADI a request for the return of the funds; and
  - ii. The receiving ADI must with 5 business days of receiving CMCU's request:
  - iii. Acknowledge the request by CMCU for the return of funds, and

- iv. Advise CMCU whether there are sufficient funds in the account of the unintended recipient to cover the Mistaken Internet payment.
- v. If not satisfied that a Mistaken Internet payment has occurred, CMCU is not required to take any further action.

# 9.2 Process for retrieving Mistaken Payments

.2 Process for retrieving Mistaken Payments	
YOU MADE A PAYMENT	YOU RECEIVED A PAYMENT
Funds are available and a	report is made within 10
Business Days	
<ul> <li>If CMCU and the receiving ADI are satisfied that you made a Mistaken Internet payment, the receiving ADI must return the funds to us within 5 business days up to a maximum of 10 business days of receiving CMCU's request.</li> <li>If the receiving institution is not satisfied that you made a Mistaken Internet payment, they may ask for the recipient's consent to return the funds to us.</li> <li>If we receive the funds back from the recipient, we'll return the funds to you as soon as practicable.</li> </ul>	<ul> <li>If we are satisfied that a Mistaken Internet payment has occurred, we'll return the funds within 5 business days of the request from the sending ADI.</li> <li>If there are insufficient funds in your account, we may debit your other account(s) if those accounts have available funds.</li> <li>If we are not satisfied that a Mistaken Payment has occurred, we may ask for your consent to return the funds.</li> </ul>
Funds are available and report is made between 10 Business Days and 7 months	
<ul> <li>The Receiving Institution has 10 Business Days to investigate.</li> <li>If a Mistaken Payment has occurred, they will place a hold on the funds and give the recipient 10 Business Days to establish that they are</li> </ul>	<ul> <li>We have 10 Business Days to investigate.</li> <li>If we are satisfied that a Mistaken Internet payment has occurred, we'll place a hold on the funds and give you 10 Business Days to establish that you are entitled to</li> </ul>

<ul> <li>entitled to the funds.</li> <li>If they recipient cannot establish that they are not entitled to the funds, the funds will be returned to us. We'll return the funds to you as soon as possible.</li> <li>If a Mistaken Payment has not occurred, the Receiving Institution may seek consent from the recipient to return the funds to us.</li> <li>If we are not satisfied that you made a Mistaken Internet payment, we'll not take any further action.</li> </ul>	<ul> <li>those funds.</li> <li>If there are insufficient funds in your account, we may debit your other account(s) if those accounts have available funds.</li> <li>If you cannot establish that you are entitled to the funds, we'll return the funds.</li> <li>If we are not satisfied that a Mistaken Payment has occurred, we may seek your consent to return the funds to the sender.</li> </ul>
-	report is made after seven
months	
<ul> <li>The Receiving Institution will ask if he recipient consents to the funds being returned.</li> <li>If we require the funds back from the recipient, we'll return those funds to you as soon as possible.</li> </ul>	• We'll ask if you consent to the funds being returned to the sender.
Mistaken Online Payment – Funds not available	
<ul> <li>If the recipient has insufficient funds, the Receiving Institution will take reasonable steps to return the funds to us (for example, by facilitating an instalment arrangement).</li> </ul>	<ul> <li>If you have insufficient funds, we'll work with you to return the funds to the sender (for example, by facilitation an instalment arrangement).</li> </ul>

# 9.3 When you are not liable for loss

a) You are not liable for all losses caused by unauthorised transactions if the cause of the loss is any of the following:

- vi. Fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent
- vii. A card/device, identifier or pass code which is forged, faulty, expired or cancelled
- viii. A transaction requiring the use of a card/device and/or pass code that occurred before the user received the card/device and/or pass code (including a reissued device and/or pass code)
  - ix. A transaction being incorrectly debited more than once to the same facility, except where a pass code has authorised the transaction
  - x. An unauthorised transaction performed after we have been informed that a card/device has been misused, lost or stolen, or the security of a pass code has been breached.
- b) You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a pass code or device. Where a transaction can be made using a card/device, or a card/device and an identifier, but does not require a pass code, you are liable only if the user unreasonably delays reporting the loss or theft of the card/device.
- c) You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.

# 9.4 When you are liable for loss

- a) If the provisions in section 9.3 when you are not liable for losses does not apply, you may only be made liable for losses arising from an unauthorised ePayments transaction in the circumstances specified in this section.
- b) Where we can prove on the balance of probability that a user contributed to a loss through fraud, allowing another person to register a fingerprint on their card/device, or breaching the pass code security requirements under <u>section 8.4 Passcode security</u> <u>requirements</u>:
  - You are liable in full for the actual losses that occurred before the loss, theft or misuse of a card/device or breach of pass code security is reported to us;
  - ii. You are not liable for the portion of losses:

- A. Incurred on any one day that exceeds any applicable daily transaction limit
- B. Incurred in any period that exceeds any applicable periodic transaction limit
- C. That exceeds the balance on the facility including any pre-arranged credit
- D. Incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or pass code used to perform the transaction.
- c) Where:
  - i. More than one pass code is required to perform a transaction; and
  - ii. We prove that a user breached the pass code security requirements in <u>section 8.4 Passcode</u> <u>security requirements</u> for one or more of the required pass codes, but not all of the required pass codes, you are liable under clause 9.4(B) only if we also prove on the balance of probability that the breach of the pass code security requirements under <u>section 8.4 Passcode security requirements</u> was more than 50% responsible for the losses, when assessed together with all the contributing causes.
- d) You are liable for losses arising from unauthorised transactions that occur because a card was left in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATM's that capture cards that are not removed after a reasonable time and ATM's that require a user to swipe and then remove the card in order to commence a transaction.

- e) Where you contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a card/device, or that the security of all pass codes has been breached, you:
  - i. Are liable for the actual losses that occur between:
  - A. When the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen card/device, and

- B. When the security compromise was reported to us; and
- ii. Are not liable for any portion of the losses:
- A. Incurred on any one day that exceeds any applicable daily transaction limit
- B. Incurred in any period that exceeds any applicable periodic transaction limit
- C. That exceeds the balance on the facility including any pre-arranged credit
- D. Incurred on any facility that we and you had not agreed could be accessed using the card/device and/or pass code used to perform the transaction. *Note: You may be liable under clause 9.4(b) if you were the user who contributed to the loss or if a different user contributed to the loss.*
- f) Where a pass code was required to perform an unauthorised transaction, and clauses 9.3(b) 9.3(e) don't apply, you are liable for the least of:
  - i. \$150, or a lower figure determined by us
  - The balance of the facility or facilities which we and you have agreed can be accessed using the card/device and/or pass code, including prearranged credit
  - iii. The actual loss at the time that the misuse, loss or theft of a card/device or breach of pass code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit
- g) In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under clauses 9.3(b) -9.3(e):
  - i. We must consider all reasonable evidence, including all reasonable explanations for the transaction occurring
  - ii. The fact that a facility has been accessed with the correct card/device and/or pass code, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the pass code security requirements in section 8.4 Passcode security requirements.
  - iii. The use or security of any information required to perform a transaction that is not required to be
kept secret by users (for example, the card number and expiry date of a card/device) is not relevant to a user's liability.

- h) If a user reports an unauthorised transaction on a VISA Debit card account, we will not hold you liable for losses under section 9.3 for an amount greater than your liability if we exercised any rights, we had under the rules of the card scheme at the time the report was made, against other parties to the card scheme (for example, chargeback rights).
- This section does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

## 9.5 Liability for loss caused by system or equipment malfunction

- j) You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with user's instructions.
- k) Where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
  - i. Correcting any errors; and
  - ii. Refunding any fees or charges imposed on the user.

## 10 Accessing your account and other features

## 10.1 Digital Banking

- a) We will tell you from time to time:
  - i. What services are available using digital banking;
  - ii. Which of your accounts you can access using digital banking.
- b) You must at all times provide us with full and correct information as we are unable to verify details you supply to us. We may not be able to affect your digital banking instruction if you do not give us all the specified information, or if you give us inaccurate information.

- c) CMCU is not liable for any delays or errors by other parties (e.g., the failure of a financial institution to credit an account in a timely manner).
- d) CMCU is not liable for any refusal by a third party or other financial institution to accept or acknowledge receipt of funds subject to the payment instruction.
- e) If you instruct us to make more than one payment from your account, we will determine the order of making the payments.
  - i. After you have finished accessing your account using digital banking you must ensure that you log off from our digital banking service.
- f) We do not warrant that:
  - The information available to you about your accounts through our telephone or digital banking service is always up to date;
  - ii. You will have 24 hours a day, 7 days per week, access to digital banking;
  - Data you transmit via digital banking is totally secure.
- g) Before you use the digital banking service, you must have:
  - i. Applied for digital banking using the designated form provided;
  - ii. Received a pass code and acknowledged receipt of the pass code;
  - iii. Activated SMS OTP ;
  - Read these T&Cs carefully as they will form the contractual basis for the use of digital banking services between you and us; and
  - v. You must follow the guidelines in section 8.4 Passcode security requirements to guard against unauthorised use of your pass code.

## 10.2 Reporting Unauthorised Use of Digital Banking

- a) If you believe that your pass codes used for digital banking transactions have been misused, lost or stolen, or, where relevant, your pass code has become known to someone else, you must immediately:
  - i. Change that Pass Code: and
  - ii. Tell us

## **10.3 SMS OTP Notifications**

- a) Logging into NetBanking will generate a SMS OTP alert/notification from us.
- b) Any one transaction may generate more than one SMS OTP alert/notification from us.
- c) You need to inform us at all times, your correct mobile phone number.
- d) We are not liable for sending SMS OTP messages to another party where you have not informed us of a change to your mobile number or loss of your mobile or mobile number.
- e) You will be notified of any changes to the T&C or fees and charges to this service.
- f) In setting up SMS OTP, the phone number you provide to us must be in your own name.

## **10.4 Protecting Computer and Ancillary Equipment**

- You have a responsibility to exercise reasonable care to prevent unauthorised access to the Ancillary Equipment you use for digital banking service.
- b) You must not leave your device unattended while you are on-line to the digital banking service.
- c) You should ensure that the device is checked for viruses before using digital banking service.
- d) We suggest you clear your browser cache (session memory) files at the end of your digital banking service session in order to protect your privacy and prevent anyone from tracing your steps through the cache memory files. Additionally, we suggest that you shut down the browser you have used to gain access to the digital banking service and then restart the browser in order to ensure that the "back" function (or similar function in your browser) cannot be used to trace your activities.
- e) If you require assistance in regard to clearing your browser's cache, we suggest you review your browser Help facility or contact a PC support or maintenance service for instructions on how to complete this process.
- f) You should ensure that the SMS OTP is used in accordance with CMCU's instructions.

# 11 Closing accounts, blocking transactions and combining accounts

## 11.1 Our right to suspend accounts and to block, freeze or refuse transactions.

- We can delay, block, freeze or refuse a transaction or suspend an account, or suspend access to an account, without prior notice to you, where we believe:
  - i. The transaction may breach a law or sanctions;
  - ii. The transaction involves fraudulent or illegal activity;
  - iii. A payment was sent to your account in error;
  - iv. Doing so will protect you or us from incurring a loss;
  - The funds involved in the transaction may directly or indirectly be applied for the purposes of criminal or unlawful conduct;
  - vi. The transaction is not in the Account Holder's interest, (for example where we think the Account Holder is in a vulnerable position due to illness, cognitive impairment, domestic violence, elder abuse, financial abuse or other similar circumstances); or
  - vii. The action is otherwise reasonably necessary to protect our legitimate interests (which includes our legitimate business needs, reputation, prudential requirements, materials changes to our business or systems, security requirements or to manage regulatory risk).
- b) If a transaction is delayed, blocked or refused for any of the above reasons, we are not liable to you for, and you indemnify us against, any and all loss incurred by you or any other person arising from such delay, block or refusal of a transaction or application.
- c) From time to time, we are required under Australian law to obtain additional information from you. If you don't provide the information within a reasonable timeframe, your account may be blocked, suspended or frozen. We are not liable to you for, and you indemnify us against, any loss or damage caused (including consequential loss) as a result of us blocking, suspending or freezing your account in these circumstances.

## 11.2 Dormant/inactive accounts

- a) If you do not operate your membership/account for two years, it will become dormant.
- b) Before this happens, CMCU will write to you inviting you to re-activate your membership. When a membership is made dormant, all accounts are closed and the funds are transferred to a holding account. Once the membership is dormant, we may:
  - i. Charge a dormant account fee;
  - ii. Stop paying interest;
  - iii. Stop sending account statements.
- c) If your account remains dormant for seven years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities & Investment Commission (ASIC) as unclaimed monies. We can assist you in making a claim for unclaimed monies which have been remitted to ASIC from your account with CMCU.
- Fees may apply to dormant/inactive accounts see the Schedule of Fees, Charges and Member Rewards for further information.

## 11.3 Closing Accounts and Cancelling Access Facilities

- a) You can close any or all of your accounts or access facilities at any time. CMCU will, upon your request, close an account that is in credit. The credit balance plus interest accrued, if any, less account fees applicable to the closing date, will be paid to you.
- b) If the account is holding uncleared funds the account may not be closed until the funds have cleared. If the account is in debit, the outstanding balance plus any fees and interest accrued must be paid to CMCU before closure.
- c) An account with card access may only be closed once all outstanding card transactions have been processed and all cards linked to the account have been returned to CMCU for destruction.
- d) To close a joint account, we need consent from all Account Holders.
- e) A signatory cannot close an account.
- f) Additionally, we can at any time:
  - Close your accounts at our absolute discretion by giving you reasonable notice and paying you the balance of your account.; or

- ii. Cancel or restrict any access faciality at any time without prior notice.
- g) We can also, at our discretion, terminate your membership in certain circumstances (including where you have no products with us). The CMCU constitution is available at cmcu.com.au

## 11.4 Suspension of Digital Banking

a) We may, if we reasonably consider it appropriate, suspend any digital banking service at any time and without prior notice to you. We are not liable for any loss or damage caused to you (including consequential loss) as a result of suspending any digital banking service.

## 11.5 Right to Set Off Against Shares and Deposits

- b) We can offset the credit balance of any of your deposit accounts against any debt you owe us.
- c) We can also transfer funds from one of your CMCU accounts to another, where the accounts are held in the same name. Generally, we would only do this where, for example, one of your accounts becomes overdrawn, or payment of any amount is overdue on a loan account in the same name.
- d) However, we won't do this offset if:
  - We know that the funds are not held in the same capacity (e.g., where you have funds in a personal account and funds in a savings account where you act on behalf of your child); or
  - ii. Your debt to us arises from some business with us other than banking.
- e) In instances where CMCU is bound by a specific code, there may be limits on the extent to which funds from your various accounts may be transferred.
- f) Any penalties applicable to early withdrawal from those accounts shall apply in such instances.
- g) However, you should not assume that we'll automatically transfer funds to an overdrawn account from an account which is in credit.

## 12 How will we contact you?

## 12.1 Notifying changes, providing notices and statements

a) We may change fees, charges, interest rates and other conditions (e.g., these T&C) at any time. Subject to the

law, these are the ways that we can notify you of these changes:

- i. Notification by letter
- ii. Notification on or with your next statement of account;
- iii. Notification on or with the next newsletter;
- iv. Advertisement in the local or national media;
- v. Notification through Digital Banking;
- vi. Email or SMS; or
- vii. Notification on our website.
- b) If we use digital banking for these notices, we'll tell you when the information is available for you to retrieve, either at the time or on setting up a facility that will have regular postings to digital banking.
- c) You can vary your nominated email address and/or mobile phone number at any time or cancel arrangements to receive notices by email, or in Branch.
- d) The minimum notice period we'll give you for a change are as follows:

Type of Variation	Notice we must give
To increase any fee or charge or to add new fee or charge	30 days' notice before the increase takes effect
To vary: - The method by which interest is calculated: and/or - The frequency with which interest is credited or debited	30 days' notice before the change takes effect
To increase your liability for losses in relation to an access facility	20 days' notice before the change takes effect
Changing interest rates	On the day of change
To impose, remove or adjust daily or	20 days' notice
periodic limits applying to transactions, a facility, or electronic equipment	before the change takes effect
A change required because of an	When we next
immediate need to restore or maintain the security of a system or individual account, including the prevention of criminal activity	communicate with you
Changing any other term or condition	When we next communicate with you

## 13 Definitions

In these T&C, these terms have the following meanings

Access Facility	Methods for you to access your account		
Account	An account you hold with us		
Account Holder	The individual, individuals or		
	Organisations in whose name the account		
	is held.		
Additional	A person other than the Account Holder		
Cardholder	who has been nominated by an Account		
	Holder to operate the account by use of a		
	VISA Debit card		
Apple Pay,	Mobile payment apps and/or Digital		
Samsung Pay or	Wallet with the corresponding names that		
Google Pay	enables access to your cards		
ATM	Automatic Teller Machine		
Bank	Means an Australian Deposit-Taking		
	Institution including banks, credit unions,		
	building societies etc.		
BPAY	BPAY Pty Ltd (ABN 69 079 137 518) of		
	Level 1, 255 George Street, Sydney NSW		
	2000		
BPAY Payment	A transaction made through the BPAY Scheme other than an NPP and OSKO		
	Payment.		
BPAY Scheme	The scheme operated by BPAY which		
brat Scheme	governs the way in which we provide		
	BPAY		
Business Day	A day that is not a Saturday, a Sunday or a		
	public holiday		
Card	A VISA Debit card and any digital		
	representation of those cards issued by us		
Card Scheme	A payment card scheme operated by Visa,		
	or any similar scheme which CMCU can		
	provide to you to enable access to your		
	account through the use of a card		
Card Transaction	A transaction made on your account		
	through use of your card		
Cleared Funds	the proceeds of:		
	(a) cheque deposits to your account (once		
	the cheque is cleared);		
	(b) direct debits against non-CMCU		
	accounts (once the proceeds of the direct		
	debit are cleared);		
	(c) cash deposits and direct credits; and		

	(d) card cradit and/or refunds that are	
	(d) card credit and/or refunds that are	
	processed using your card once those funds are no longer pending,	
	Less any outstanding card transactions	
Contactless	A way to pay for a purchase by tapping	
Transaction	your Card or Card/Device on a payment	
	terminal without having to sing or enter a	
	PIN.	
Digital Banking	Refers to both our Online Banking and our	
	Mobile Banking services.	
Digital Wallet	A facility that enables the storage and use	
	of a digital representation of your Card	
Direct Debit	A "Direct Debit Request" as defined in the	
	BECS Procedures available at	
	www.auspaynet.com.au	
Device	A device that is used by a User to perform	
	a transaction, such as phone, smart watch,	
	wearable etc.	
EFT	Electronic Funds Transfer, being a transfer	
	of money from one financial institution to	
	another, either within a single financial	
	institution or across multiple institutions,	
	via computer-based systems and made	
	without using physical currency.	
EFTPOS	Electronic Funds Transfer at the Point of	
	Sale – a network for facilitating	
	transactions at point of sale.	
ePayment	Electronic transaction made using any one	
	of our cards or facilities listed in section	
	8.3 transactions	
ePayments Code	the ePayments code released by the	
	Australian Securities and Investment	
	Australian Securities and Investment Commission.	
Facility	An arrangement through which you can	
	perform transactions	
Future Payment	A scheduled payment(s) from account to	
	account or account to loan, both within	
	CMCU or externally to another institution.	
Identifier	Information that a user:	
	(a) knows but is not required to keep	
	secret, and	
	(b) must provide to perform a transaction.	
	Example would be a member number,	
	PayID or account number	
L	I ayib of account number	

Insolvency Event	In respect of a person:	
	(a) it is (or states that it is) an insolvent	
	under administration or insolvent (each as	
	defined in the Corporations Act 2001	
	(Cth)); or	
	(b) it has had a Controller (as defined in	
	the Corporations Act 2001 (Cth))	
	appointed, or is in liquidation, in	
	provisional liquidation, under	
	administration or wound up or has had a	
	Receiver (as defined in the Corporations	
	Act 2001 (Cth)) appointed to any part of	
	its property; or	
	(c) it is subject to any arrangement,	
	assignment, moratorium or composition,	
	protected from creditors under any	
	statute, or dissolved; or	
	an application or order has been made,	
	resolution passed, proposal put forward,	
	or any other action taken, in each case in	
	connection with that person, which is	
	preparatory to or could result in any of	
	(a), (b) or (c) above; or	
	(d) it is taken (under section 459F(1) of	
	the Corporations Act 2001 (Cth)) to have	
	failed to comply with a statutory demand;	
	or	
	(e) it is the subject of an event described	
	in section 459C(2)(b) or section 585 of the	
	Corporations Act 2001 (Cth) (or it makes a	
	statement from which a reasonable	
	person would deduce it is so subject); or	
	(f) it is otherwise unable to pay its debts	
	when they fall due; or	
	(h) something having a substantially	
	similar effect to (a) to (g) happens in	
	connection with that person under the	
	law of any jurisdiction.	
Interest Rate	The interest rate schedule available in	
Schedule	branch or at <u>cmcu.com.au</u>	

Mandate	The central, secure database operated by		
Management	NPP Australia Ltd for Payment		
Service	Agreements.		
Mandated	Known as "PayTo", this is the NPP service		
Payment Service	which enables us to process NPP		
Fayment Service	Payments from your Account in		
	accordance with and on the terms set out		
	in a Payment Agreement you have		
	established with a Merchant or Payment		
	Initiator that subscribes to the service.		
Manual Signature	a handwritten signature, including a		
Wallua Signature	signature written on paper and a		
	signature written on an electronic tablet.		
Merchant	A merchant with whom you have		
WEICHAIL	established, or would like to establish, a		
	Payment Agreement.		
Mistaken	A payment by a User through a Pay		
Payment	Anyone Digital Banking Facility and		
. ayincint	processed by a financial institution		
	through direct debit or direct credit where		
	funds are paid into the account of an		
	unintended recipient. This may occur		
	because the User enters or selects a BSB		
	number and/or Identifier that does not		
	belong to the named and/or intended		
	recipient, as a result of the User's error, or		
	the User being advised of the wrong BSB		
	number and/or account number. This		
	does not include BPAY Payments.		
Mobile Banking	CMCU's banking facilities through which		
Service	you can access your accounts via a mobile		
	telephone or other electronic equipment.		
NetBanking	CMCU's banking facilities through which		
	you can access your accounts via an		
	internet connection and CMCU website		
	cmcu.com.au.		
NPP	The New Payment Platform service(s)		
	operated by NPP Australia Ltd.		
One time	A unique password that is issued to you		
password (OTP)	for the purposes of completing a		
	transaction and which can only be used		
	for that single transaction.		
Organisation	Any of the following persons:		
	(a) a natural person (i.e., an individual)		
L	,		

	acting in their capacity as a trustee, sole	
	trader or partner of a partnership;	
	(b) a body corporate in its personal capacity or as a trustee:	
	capacity or as a trustee;	
	(c) a government agency;	
	(d) an unincorporated body or association;	
	or	
	(e) a firm or partnership.	
Osko	The Osko payment service provided by	
	BPAY.	
Osko Payee	A member who uses NPP and Osko to	
	receive NPP and Osko Payments.	
Osko Payer	A member who uses Osko to make NPP	
	and Osko Payments or Adjustments.	
Osko Payment	Electronic payments cleared and settled	
and/or NPP	by participating financial institutions	
Payment	under the NPP.	
Osko Adjustment	A transaction initiated by us or you to	
	adjust or reverse an NPP and Osko	
	Payment which has already been cleared	
Participating	and settled.	
online merchant	A retailer or merchant who offers goods or services for sale online, who is a	
onine merchant	participant in Visa Secure.	
Pass Code	A password or code that the user must	
1 435 6046	keep secret, that may be required to	
	authenticate a transaction or user. A Pass	
	Code may be:	
	Code may be: (a) Personal Identification Number (PIN);	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN;	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us via SMS;	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us via SMS; (e) fingerprint access	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us via SMS; (e) fingerprint access (f) any other access mechanisms, including other biometrics such as facial recognition.	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us via SMS; (e) fingerprint access (f) any other access mechanisms, including other biometrics such as facial recognition. A Pass Code does not include a number	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us via SMS; (e) fingerprint access (f) any other access mechanisms, including other biometrics such as facial recognition. A Pass Code does not include a number printed on a card/device (e.g., a security	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us via SMS; (e) fingerprint access (f) any other access mechanisms, including other biometrics such as facial recognition. A Pass Code does not include a number printed on a card/device (e.g., a security number printed on a debit Card). We may	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us via SMS; (e) fingerprint access (f) any other access mechanisms, including other biometrics such as facial recognition. A Pass Code does not include a number printed on a card/device (e.g., a security number printed on a debit Card). We may determine and change the application and	
	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us via SMS; (e) fingerprint access (f) any other access mechanisms, including other biometrics such as facial recognition. A Pass Code does not include a number printed on a card/device (e.g., a security number printed on a debit Card). We may determine and change the application and use of Pass Code from time to time.	
Pay Anyone	Code may be: (a) Personal Identification Number (PIN); (b) Digital Banking: password or PIN; (c) a One Time Password provided by us via SMS; (e) fingerprint access (f) any other access mechanisms, including other biometrics such as facial recognition. A Pass Code does not include a number printed on a card/device (e.g., a security number printed on a debit Card). We may determine and change the application and	

PavID	A unique account Identifier used for NDD	
PayID	A unique account Identifier used for NPP	
	Payments. The name that identifies a User of the	
PayID Name		
	PayID Service. People sending money	
	using NPP Payments will see the recipients	
	PayID Name before confirming the	
	transaction.	
PayID Service	the addressing service for sending and	
David D. Tama	receiving NPP Payments	
PayID Type	A type of unique Identifier used for NPP	
	Payments. PayID types include phone	
	numbers, email addresses, and PayIDs	
	representative of an Organisation by	
	Australian Business Number (ABN), name,	
Dovergent	product, campaign or region.	
Payment	an agreement established by you and an	
Agreement	approved Merchant or Payment Initiator	
	by which you authorize us to make	
	payments from your Account. Payment	
	Agreements include Migrated DDR	
Dovergent	Mandates.	
Payment Direction	A direction from an Osko Payer to affect	
Payment Initiator	an NPP Payment or Adjustment. An approved payment service provider	
r ayment initiator	who, acting on behalf of you or a	
	merchant, is authorized by you to initiate	
	payments from your account.	
РауТо	See definition of Mandated Payment	
rayio	Service	
Privacy Law	The Privacy Act 1988 and other legislation	
· ····································	designed to promote and protect the	
	privacy of individuals and to regulate how	
	Australian Government agencies and	
	_	
	organisations handle personal information.	
Privacy Policy	Our CMCU Privacy Policy.	
Receiving	a financial institution whose customers	
Financial	has received an online payment.	
Institution		
Regular payment	Either a recurring or an instalment	
arrangement	payment agreement between you (the	
	cardholder) and a Merchant in which you	
	have preauthorised the Merchant to bill	
	your account at predetermined intervals	
	your account at predetermined intervals	

	(e.g., monthly or quarterly) or at intervals		
	agreed by you.		
	The amount may differ or be the same for		
	each transaction.		
Schedule of Fees			
Selicular of rees	Member Rewards available for review		
	from our website at <u>cmcu.com.au</u>		
Scheme	a payment scheme through which		
	transactions can be made from our		
	account including:		
	(a) BPAY;		
	(b) Visa;		
	(c) BECS (Bulk electronic Clearing System)		
	operated by Australian Payments Network		
	Ltd trading as AusPayNet);		
	(e) APCS (The Australian Paper Clearing		
	System for Cheques operated by Australia		
	Payments Network Ltd trading as		
	AusPayNet); and		
	(f) the NPP (Osko, NPP and PayTo)		
Sending Financial	A financial institution whose customer has		
Institution	made an online payment		
Service Provider	A person engaged by BPAY to provide		
	goods or services to BPAY in connection		
	with BPAY payments, or Osko.		
Terms and These Terms & Conditions issued by us			
Conditions and	varied from time to time, previously		
T&C	&C known as the General Information, Terms		
1	& Conditions Accounts and Access		
	& Conditions Accounts and Access		
	& Conditions Accounts and Access Facilities		
TouchID	& Conditions Accounts and Access Facilities An electronic fingerprint (or other		
TouchID	& Conditions Accounts and Access Facilities An electronic fingerprint (or other biometric) recognition feature used to		
TouchID	<ul> <li>&amp; Conditions Accounts and Access</li> <li>Facilities</li> <li>An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction</li> </ul>		
	<ul> <li>&amp; Conditions Accounts and Access Facilities</li> <li>An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes.</li> </ul>		
TouchID Transfer ID	<ul> <li>&amp; Conditions Accounts and Access Facilities</li> <li>An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes.</li> <li>a unique identification number generated</li> </ul>		
	& Conditions Accounts and Access Facilities An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes. a unique identification number generated by the Mandate Management Service in		
	& Conditions Accounts and Access Facilities An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes. a unique identification number generated by the Mandate Management Service in connection with a request to transfer one		
Transfer ID	<ul> <li>&amp; Conditions Accounts and Access Facilities</li> <li>An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes.</li> <li>a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.</li> </ul>		
Transfer ID Unauthorised	<ul> <li>&amp; Conditions Accounts and Access Facilities</li> <li>An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes.</li> <li>a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.</li> <li>A transaction that is not authorised by a</li> </ul>		
Transfer ID Unauthorised transaction	& Conditions Accounts and Access Facilities An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes. a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements. A transaction that is not authorised by a user.		
Transfer ID Unauthorised	<ul> <li>&amp; Conditions Accounts and Access Facilities</li> <li>An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes.</li> <li>a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.</li> <li>A transaction that is not authorised by a user.</li> <li>You or an individual you have authorised</li> </ul>		
Transfer ID Unauthorised transaction	<ul> <li>&amp; Conditions Accounts and Access Facilities</li> <li>An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes.</li> <li>a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.</li> <li>A transaction that is not authorised by a user.</li> <li>You or an individual you have authorised to perform transactions on your account,</li> </ul>		
Transfer ID Unauthorised transaction	<ul> <li>&amp; Conditions Accounts and Access Facilities</li> <li>An electronic fingerprint (or other biometric) recognition feature used to identify an individual from transaction authentication purposes.</li> <li>a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.</li> <li>A transaction that is not authorised by a user.</li> <li>You or an individual you have authorised</li> </ul>		

	(b) a person you authorize us to issue an	
	additional card to; or	
	(c) your attorney.	
	(c) your accorney.	
Visa SchemeThe Card Scheme operated by Visa.		
Visa Secure	The online transaction authentication	
(formerly	service provided by Visa that we give to	
Verified by Visa)	<b>/isa)</b> you in conjunction with your VISA debit	
	card.	
VISA Debit card	The VISA Debit card issued to you or an	
	additional card holder by us. VISA Debit	
	card includes a VISA Debit card issued to	
	you that is accessed via a mobile payment	
	app and/or Digital Wallet.	
" <b>we", "us"</b> or	Central Murray Credit Union Ltd	
"our" or CMCU		
"you", "your" or	The person, persons or Organisation in	
"yours"	whose name the CMCU account and	
	Access Facility is held.	

## Schedule 1 – Visa Secure Conditions of Use

- a) The Visa Secure service is designed to provide you with improved security when your VISA Debit card is used to make a purchase online. These Visa Secure Conditions of Use govern the Visa Secure service and form the agreement between you and us regarding the use of the service.
- b) Should your VISA Debit card have been compromised in any way, please notify us immediately as you may be liable to Unauthorised Transactions.

## Accepting these visa Secure Conditions of Use

- By completing or attempting to complete a Visa Secure transaction, you are deemed to accept these Visa Secure Conditions of Use.
- b) You agree to be bound by these Visa Secure Conditions of Use each time you use Visa Secure.

## **Applications of Visa Secure Conditions of Use**

a) These Visa Secure Conditions of Use apply to the Visa Secure service and the Visa Secure transactions conducted on your account. If there is any inconsistency between these Visa Secure Conditions of Use and other T&C, the other sections of the T&C will apply to the extent of the inconsistency.

#### Using the Visa Secure service

- a) You may use Verified Secure to make purchases online. However, the Verified Secured services may only be available in connection with participating online merchants.
- b) When making online purchases or other transactions for which Verified by Visa Secure applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified VISA Debit card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
- c) If you are unable to provide the requested information to validate your identity, or the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your VISA Debit card or payment for that transaction and you may be unable to complete an online transaction using your VISA Debit card.
- In order to use Visa Secure, you must have the equipment and software necessary to make a connection to the internet.

 e) In the event you have a question regarding the authentication process or a transaction on using your VISA Debit card, you should contact us.

## Additional Cardholders

- Subject to the T&C, you will be liable for all transactions conducted on your account which are undertaken by an additional cardholder.
- Additional cardholders may use the Visa Secure service, but may be required to confirm their identity using the primary Account Holders' details.

## Privacy

a) We (or our nominated service provider) may collect Personal Information about you, and may disclose Personal Information about you to others, for the purpose of providing the Visa Secure service to you.

## **Termination of Verified by Visa**

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

## **Participating Online Merchant**

- a) You will know that an online merchant is a participating online merchant because you will see the Visa Secure logo and you may be asked to verify your identity before completing an online transaction with that merchant.
- b) We do not endorse or recommend in any way participating online merchant.
- c) Your correspondence or business dealing with, or participation in promotions of, online stores through Visa Secure, including payment for and delivery of related goods or services not purchased Visa Secure, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

#### **Exclusion of Liabilities for Visa Secure services**

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

- b) We will not be liable for any damages whatsoever arising out of or in relation to:
  - i. Your use of or access to (or inability to use or access) the Visa Secure services; or
  - ii. any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction.

If you are dissatisfied with any aspect of the Visa Secure service, other than as provided for in these T&C, your sole and exclusive remedy is to terminate participation in the Visa Secure transaction or service, as provided in these Visa Secure Conditions of Use.

## Your Conduct

- a) Whilst using the Visa Secure service and our digital banking services, you agree not to:
  - i. Impersonate any person or entity using the Visa Secure authentication process;
  - Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or lit the functionality of any computer equipment used by the Visa Secure service or by us;
  - Spam or flood our digital banking service and the Visa Secure service;
  - Modify, adapt, sub-licence, translate, sell, reverse engineer, decompile or disassemble any portion of the Visa Secure service;
  - v. Remove any copyright trademark, or other proprietary rights notices contained in the Visa Secure service;
  - vi. "frame" or "mirror" any part of the Verified by Visa service without our prior written authorisation;
  - Vii. Use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Visa Secure service;
  - viii. Otherwise interfere with, or disrupt the Visa Secure service or our digital banking services or servers or networks connected to us or the Visa Secure service or violate these Visa Secure Conditions of Use or any

requirements, procedures, policies or regulations in relation to the Visa Secure service; or

ix. Intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Visa Secure service.

## Your liability for Visa Secure transactions

a) If you breach these Visa Secure Conditions of Use, this may affect your liability for unauthorised transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.

## Visa Secure errors

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

Entity	Туре	Documents	List of Documents
Sole Trader	Registered Business Name	А, В	A. Certificate of Registration of Business Name B. Australian Business Number (ABN)
Partnership	Registered Business Name	А, В	C. Registration of Company Name issued by ASIC D. Articles of Association and memorandum of common
	Company A Pty Ltd & Company B Pty Ltd trading under a business name	A, B, C, D, E	provisions or Constitution E. Full name of Directors and the names and address of
Company	Private	B, C, D, E, N	all beneficial members F. Trust Deed
Trusts- Superannuation Fund	Company as Trustee Individual as Trustee	B, C, D, E, F, N, O B, F, N, O	G. Certificate of Incorporation or Articles of Association H. Minutes of Meeting appointing officers and
Trusts - Private	Company as Trustee Individual as Trustee	B, C, D, E, F, N, O, Q B, F, N, O, Q	authorised signatories to open and operate the accounts opened under the membership I. Letter on government letterhead appointing officers
Associations	Incorporated Unincorporated	G, H, N, P H, N, P	and authorised signatories to open and operate the accounts under the membership

## Schedule 2 – Document Requirements for non-individual entities

Government		В, І	J. Minutes of the Meeting appointing the Managing
Strata Plan	Strata Plan Managing Agents	H, K, N, P B, J	Agent K. Strata Plan & Common Seal L. Address that is not a PO Box
Owners Corporation		A if Applicable, B, L D if Applicable, P if Applicable	<ul> <li>M. Registration Certificate of the Body Corporate</li> <li>N. Beneficial Owners</li> <li>O. Full name of each Beneficiary of the Trust or if</li> <li>beneficiaries are identified by reference to a class, details</li> <li>of the class</li> <li>P. Full name of the Chairperson, Secretary or Treasurer</li> <li>or equivalent officer (in each case)</li> <li>Q. Settlor of the Trust</li> </ul> Notes <ul> <li>i. Private Trusts include Unit Trusts, Discretionary Trusts, Family</li> <li>Truss and Superannuation funds that do not have an ABN</li> </ul>

#### HOW TO CONTACT US

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