

Effective 1 January 2026.

# Product Guide.

Savings and Business Accounts  
Term Deposits and Access Products.

**Beyond Bank**  
AUSTRALIA



**This Product Guide contains information about, and sets out the terms and conditions applying to, the following accounts:**

- Access Savings Account
- Purple Transactor Account
- Mortgage Offset Account
- Retirement Account
- All-In-One Account
- Community Account
- monEsaver Internet Savings Account
- Purple Bonus Saver Account
- BU Savings Account
- Community Reward Account
- Business Transaction Account
- Bank Guarantee Facility Account
- Term Deposits

**This Product Guide contains information about, and sets out the terms and conditions applying to, the following Access Products:**

- Visa Debit & Visa Prepaid (as defined) cards
- Automatic Payments – Periodic Payments, Direct Debits, PayTo and Quick Debits
- Internet, Mobile and Telephone Banking
- SMS – (TEXT ME!) Alerts and Push Notification (Mobile Banking Alerts)
- BPAY®

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## IMPORTANT INFORMATION YOU SHOULD READ BEFORE PROCEEDING

The terms and conditions for the above accounts and Access Products consist of:

- **this Product Guide;**

Part A General Information	Contains information that is applicable to all of our accounts and access methods, dispute resolution procedures and contacting us.
Part B Your Account	Contains specific information about each account we offer and how to open an account with us.
Part C Accessing Your Account	Contains information about the Access Products available with our accounts as well as general information about how to make deposits and withdrawals.

- **our Fees and Charges booklet; and**

Contains information about the fees and charges that will or may be payable by you if you acquire one of our accounts, Access Products or other services.

- **the Savings and Term Deposit or Business Banking Interest Rate Board (as applicable).**

Contains information about the interest rates and interest tiers that apply to our accounts which can be obtained by visiting our website or by contacting us.

**You should read this Product Guide, our Fees and Charges booklet, and the Savings and Term Deposit or Business Banking Interest Rate Board carefully and retain them for future reference.**

## PART A – GENERAL INFORMATION

### 1 Contacting Us

If you require information or have any questions at any time about us or our products and services, you can:

- call into a branch;
- visit our website;
- send us an email;
- send us a secure message via Mobile or Internet Banking; or
- phone 13 25 85.

### 2 Emergency Contact Numbers

<b>Lost, stolen or unauthorised use of cards and card PINs</b>	
In person:	at a branch during business hours
Phone:	13 25 85 from 8:00am to 8:00pm Monday to Friday and 9:00am to 3:00pm Saturday CST (Overseas callers +61 8 8205 8888)
Card Hotline for Visa cards and Credit cards available 24/7	Australia wide toll free 1800 648 027 Overseas +61 2 8299 9101

<b>Lost, stolen or unauthorised use of Mobile, Telephone, and Internet Banking Access Codes or PINs</b>	
In person:	at a branch
Phone:	13 25 85 from 8:00am to 8:00pm Monday to Friday and 9:00am to 3:00pm Saturday CST (Overseas callers +61 8 8205 8888)
Email	<a href="mailto:contactus@beyondbank.com.au">contactus@beyondbank.com.au</a>

### 3 About These Terms and Conditions

The terms and conditions for our accounts and the Access Products we make available are contained in this document and the Fees and Charges booklet (collectively known as the terms and conditions). You should read these documents and our Savings and Term Deposit or Business Banking Interest Rate Board and ensure you understand them.

If you have a credit facility attached to your account, the terms and conditions of the credit facility will also apply.

By opening an account or using an Access Product you become bound by these terms and conditions.

### 4 Fees and Charges

Fees and charges apply to your Account, to the Access Products you use, and to the transactions conducted by you or your signatories. The amount of those fees and charges, and when and how they are payable, are set out in our Fees and Charges booklet.

## 5 Changes to Terms and Conditions

We may vary the terms and conditions, transaction limits and fees and charges applicable to your Account or an Access Product you use.

We may vary the interest rates applicable to your Account except we will not vary a fixed rate of interest on a term deposit during a fixed rate term unless we have agreed to you withdrawing all or part of the funds prior to the end of the agreed term.

We will notify you of any change as follows:

Type of change	Notice
Changing the method by which interest is calculated	Notice in writing at least 20 days before the change takes effect
Changing the frequency with which interest is credited	
Introducing or increasing fees and charges	
Increasing your liability for losses relating to EFT Transactions	
Introducing, removing or changing a daily or periodic transaction limit	
Changing interest rates	Notice in writing on or before the day the change takes effect
Introducing or increasing government charges (if not published by government)	
All other changes	If we reasonably consider that a change is unfavourable to you, generally, notice in writing at least 30 days before the change takes effect. Otherwise, notice in writing on or before the change takes effect

We will give you notice of any change in accordance with section 6.

Where we reasonably consider a change is not unfavourable to you, we will give you notice in writing on or before the day the change takes effect.

If we reasonably consider a change is unfavourable to you, subject to the exceptions set out below, we will give you notice in writing at least 30 days before the day the change takes effect.

We may give you a shorter notice period, which may include no notice or notice on the day the change takes effect if it is reasonable for us to manage a material and immediate risk, or if we consider giving you a shorter notice period is reasonably necessary, having regard to the fair balance of your interest and our interests.

Regardless of what this section says, we will always give you notice in accordance with any applicable laws or industry codes (such as the Customer Owned Banking Code of Practice), or any other terms and conditions applicable to your account, which require minimum notice periods or specific methods of notification.

## **6 Notices and Electronic Communications**

We may give you information and notices in relation to your Accounts and Access Products in any way allowed by law and, where it applies, the ePayments Code. This may include by:

- post, to your last known residential or postal address;
- if you are registered for Internet Banking, notification or message sent to you within Internet Banking;
- if you have downloaded our Mobile Banking app, notification or message sent to you within the app;
- publishing on our website and notifying you that the information or notice is available and how you can access it;
- email;
- SMS; or
- where we consider it appropriate, media advertisement.

## **7 Anti-Money Laundering and Counter-Terrorism Financing Sanctions and Additional Information**

You acknowledge and agree that:

- We may request additional information from you where we reasonably believe: we are required, or it is reasonably necessary for us, to do in order to comply with any law in Australia or any other country or our regulatory and compliance obligations, including:
  - to meet our obligations under these terms and conditions;
  - to clarify, re-verify or collect additional Know Your Client (KYC) information or beneficial ownership information about you, or, to conduct a more detailed analysis of your KYC information, beneficial owner information or transactions; or
  - to protect you or us from a material risk.

You must give us any information that we have so requested within a reasonable period of time after we request it.

- We may disclose any information which you provide to us or any other information where required by any law in Australia or any other country.

- We may delay or block any transaction, or refuse to make a payment, without incurring any liability if we believe, on reasonable grounds, that making a payment may breach any law in Australia or any other country.
- Unless you have disclosed to us that you are acting in the capacity of a trustee or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.
- You will not initiate, engage in or effect a transaction or payment that may breach any law in Australia or any other country. If you do so, you hereby indemnify us against any loss arising from such transaction or payment unless we should have reasonably foreseen that the payment would breach any law in Australia or any other country and did not stop it (if we had the ability to do so).

## **8 Codes of Practice**

We voluntarily subscribe to the Customer Owned Banking Code of Practice (COBCOP), the industry code of COBA – Customer Owned Banking Association, the association of mutual banks, building societies and credit unions. The COBCOP establishes higher standards than the law requires in a range of areas, and addresses issues not addressed by the law. The relevant provisions of the COBCOP apply to all of our products and services. A copy of the COBCOP is available upon request or on our website.

We voluntarily subscribe to the ePayments Code, administered by the Australian Securities and Investments Commission (ASIC). The ePayments Code sets out rules about how electronic funds transfers should work. The relevant provisions of the ePayments Code apply to all our services involving electronic funds transfers (EFTs). We will comply with the requirements of the ePayments Code where that code applies. A copy of the ePayments Code is available from ASIC's website.

## **9 Your Privacy**

The protection of your privacy and maintaining confidentiality of your personal information is important to us. We are committed to complying with the *Privacy Act 1988 (Cth)*, the Australian Privacy Principles set out in the Act, applicable Codes of Practice and other laws and codes affecting your personal information.

We have a Privacy Policy that explains how and why we collect, use, store and disclose personal information. If you do not provide us with personal information we request, or provide us with incomplete or inaccurate personal information, it may not be possible to provide you with a product, an Access Product, process your

transactions, or resolve a complaint or disputed transaction if one arises.

You consent to us disclosing your personal information to third parties where doing so is necessary for us to process your instructions in relation to an account or Access Product (eg to Cuscal Ltd or BPAY Pty Ltd in order to process a transfer or payment, AUSTRAC in order to complete mandatory reporting).

We also collect personal information about any signatories you nominate.

You may have access to the personal information we hold about you at any time by asking us.

For more details of how we handle personal information, please refer to our Privacy Policy and Statement. Copies can be found on the [Disclosure Documents](#) page of our website or call us to request a copy.

## 10 Complaints

<b>There are several ways you can contact us:</b>	
In person:	at a branch
Phone:	13 25 85
Mail:	C/- Customer Experience Manager GPO Box 1430, Adelaide SA 5001
Website:	<a href="http://www.beyondbank.com.au/complaints">www.beyondbank.com.au/complaints</a>

If you have a complaint about our products, services, staff or the handling of a complaint, please let us know. We will investigate the matter and attempt to address your complaint as soon as practicable. If this is not possible, we will advise you of the timeframe for further investigation and resolution of your complaint.

If you are not satisfied with the outcome, you can ask us to review your complaint. The complaint will be dealt with by an officer who has the appropriate authority to investigate and resolve the complaint.

If the matter remains unresolved after 30\* days (in most instances), or you are unhappy with the final outcome, you may refer the matter to the Australian Financial Complaints Authority.

To obtain more information please visit our website [www.beyondbank.com.au/complaints](http://www.beyondbank.com.au/complaints).

\*Timeframe depends on what your complaint is about. Visit our website for more information.

### 10.1 External Dispute Resolution

Beyond Bank is a member of the Australian Financial Complaints Authority (AFCA). AFCA was established to help individuals resolve certain disputes and problems with their bank which cannot be resolved by the internal complaint process.

AFCA is accessible, fair and an independent dispute resolution service which is free to our customers.

You may contact them here:

Website:	www.afca.org.au
Email:	info@afca.org.au
Phone:	1800 931 678 (free call)
Mail:	Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001

## 11 Resolving Your Unauthorised Transaction

If you believe an EFT Transaction is wrong or unauthorised, or your account statement contains any instances of unauthorised use or errors, you must notify us immediately.

As soon as you can, you must give us the following information:

- your name, account number and card number;
- the amount, date, and description of the error or the transaction you are unsure about; and
- an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error.

If you have concerns about an unauthorised transaction, we may ask you or your signatories for further information.

We will investigate the matter and attempt to address your concerns to your satisfaction immediately. Otherwise we will, within 21 days of receipt of the details from you:

- complete our investigation and advise you in writing of the results; or
- advise you in writing that we require further time to complete our investigation.

We will complete our investigation within 45 days of receiving information regarding your unauthorised transaction, unless there are exceptional circumstances (eg delays caused by foreign merchants involved with the transaction).

If we are unable to resolve your unauthorised transaction within 45 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response we require from you.

If your unauthorised transaction is regarding a Visa dispute and has not been resolved within 120 days of receipt of the details from you, we will resolve the matter in your favour.

If we find that an error was made, we will make the appropriate adjustments to your Account(s), including interest and charges (if any).

When we advise you of the outcome, we will notify you in writing of the reasons for our decision by reference to any applicable section of these terms and conditions and the ePayments Code, and will advise you in writing of the amount of any adjustment.

If we decide that you are liable for all or any part of loss arising out of unauthorised use of the card or PIN, we will give you copies of any documents or other evidence we relied upon.

If we fail to carry out these procedures or cause unreasonable delay in resolving your unauthorised transaction, we may be liable for part or all of the amount of the dispute transaction if that failure or delay has prejudiced the outcome of the investigation.

If you have any feedback or concerns about your unauthorised transaction we are happy to discuss this with you. To provide feedback simply visit your local branch, call us on 13 25 85, visit our webpage [www.beyondbank.com.au/complaints](http://www.beyondbank.com.au/complaints) or email us at [contactus@beyondbank.com.au](mailto:contactus@beyondbank.com.au).

We will handle your complaint under our internal complaints process. Should you not be happy with the outcome or feel your matter is unresolved, you may refer the matter to the Australian Financial Complaints Authority. Contact details for AFCA are shown in the previous section.

## **12 No Tolerance for Financial Abuse**

A bank is no place for financial abuse. If we suspect any account to be used for any types of abuse we may block, restrict access or close your account in order to protect another person from financial abuse.

This may include but not limited to;

- If you have misused your account to engage in financial abuse or any other types of abuse which may involve taking away access to money, manipulating financial decisions or using money without a person's consent
- Where you have been found to use offensive language in payment descriptions, including but not limited to, swear words or profanity, discriminatory remarks, or the threat of abuse.

## **PART B – YOUR ACCOUNT**

### **13 Becoming a Customer and Opening an Account**

#### **13.1 Becoming a Customer**

When you open an account with us for the first time, you will be issued with one share in Beyond Bank Australia and become a part owner of the bank. If you close all your accounts, your share will be redeemed and the subscription price (if any) will be refunded. The current subscription price for new customer shares is \$0.00.

You are not required to make any deposits on the day you open your account. However, you must make a deposit to cover any up-front fees charged that might be applicable for a product or service. Refer to our Fees and Charges booklet for details of our fees and charges.

If you are an existing customer, you may open new accounts with us at any time.

#### **13.2 Access and Identification Cards**

When you open an account with us, you will need to select a card for the purposes of supporting identification and access to your funds. You will find information about these cards in Part C – Accessing your Accounts.

#### **13.3 Opening an Account**

You can open an account via our Website, through the Mobile Banking App or Internet Banking, by visiting a branch or by phoning us on 13 25 85.

#### **13.4 Joint Accounts**

You may open an account jointly with another person or persons. This is known as a joint account. All of the joint account owners must be customers of the bank.

You can operate a joint account on an 'all to sign', 'two [or more] to sign' or 'any one to sign' basis.

- 'All to sign' means that all account holders are required to authorise withdrawals and other alternations to the account
- 'Two [or more] to sign' means that two [or more] signatories are required to authorise withdrawals and other alterations to the account.
- 'Any one to sign' means that any signatory can authorise withdrawals and other alterations to the account.

If more than one signatory is required to authorise withdrawals, the types of Access Products available and transactions that can be performed on the account will be limited.

We may allow any signatory to change the account authority to 'all to sign'. We may allow the alteration of signing authorities of the account to 'Two [or more] to sign' or 'Any one to sign', only if all account owners agree (eg adding a new signatory, changing the number of signatories required to authorise a transaction).

If we consider there is a dispute between the account owners, we may decide to only permit operation of the account if all account owners agree (i.e. on a 'All to sign' basis).

When an account is held jointly, all joint account holders are held equally liable for all charges and debts due to us in respect of the account.

We may accept a cheque payable to any one account holder into a joint account. Each of you has the right to all of the balance of the account, jointly with the other account holders.

Should a joint account holder die, we may treat the surviving joint account holder(s) as the owner(s) of the account.

### **13.5 Mistaken Internet Payments**

If you receive a Mistaken Internet Payment into your account, we may be required to return the funds to the sending institution in accordance with the ePayments Code or the NPP Regulations. You irrevocably authorise us to do so where that is the case. Further details on how we deal with Mistaken Internet Payments are provided in section 33.8.

## **14 Disclosing Your Tax File Number**

When you open an account with us you will be asked to provide your Tax File Number (TFN), Australian Business Number (ABN) or TFN exemption which we will note against your account.

You do not have to disclose your TFN, ABN or TFN exemption to us. However, if any account holder does not, we may be obliged by law to deduct tax at the highest marginal tax rate (plus the Medicare levy) from any interest earned if the rate of interest earned exceeds the threshold stipulated by the Australian Taxation Office (ATO). This tax is paid to the ATO and is called 'Withholding Tax'. A higher threshold may apply to an account held by a child under 16 years of age provided you have supplied us with the child's date of birth.

**Note** – Where a child's account is held by an adult on behalf of the child, but there is no formal trust, the lower threshold applies.

## 14.1 Foreign Residents Tax Identification Number

All new customers will be asked whether they are a tax resident of another country. If you are, you will be asked to provide your Tax Identification Number (TIN) issued to you in that country.

Further information can be found at

<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>.

## 14.2 Non-Resident Withholding Tax

We are obliged by law to deduct non-resident Withholding Tax from any interest earned by account holders whose normal place of residence is outside Australia and who are classified as non-residents for taxation purposes.

You can find out more about withholding tax and the thresholds that apply at [www.ato.gov.au](http://www.ato.gov.au).

## 15 Signatories

You can authorise someone else to be a signatory and operate an account at any time. A signatory is able to use the account in the same way you can (eg give instructions and make withdrawals and transfers that may incur fees), including by using a card. You will be bound by their actions and liable for transactions conducted by them.

**Note** – A signatory is someone you appoint to operate your account. They are not an account owner.

These terms and conditions apply to any signatory in the same way they apply to you. You should ensure each signatory has read them and complies with them as if they were you.

**Note** – You are liable for all transactions initiated by your signatories. You should ensure that any person you authorise to operate your account is a person you trust fully.

Any signatory will need to prove his or her identity in the same manner as the account owners.

You may cancel any signatory's authorisation by contacting us. You do not need to obtain a signatory's consent to cancel their access. However, you will remain liable for any transactions authorised by your signatories until you cancel their authorisation.

## 16 Financial Claims Scheme

We are an Australian authorised deposit-taking institution (ADI) and all our deposit accounts are protected accounts under the Commonwealth Government's Financial Claims Scheme (FCS). You may be entitled to payment under the FCS. However, payments are subject to a limit for each depositor. The FCS only applies in the unlikely event that we become insolvent. Information about the FCS can be obtained from <https://www.fcs.gov.au/> or the APRA hotline on 1300 55 88 49.

## **17 Accounts and Access Products**

The following product comparison tables provide a summary of our product features and the Access Products available for each product. Sections 17 and 20 detail any specific provisions that apply to a product. Part C details specific provisions that apply to an Access Product.

## Product Comparison Table – Features

	Transaction Accounts		
	Purple Transactor Account	Access Savings Account	Retirement Account <sup>1</sup>
Available to:	Personal customers	Personal customers	Retirees and Aged pensioners only
<b>INTEREST</b>			
Calculated daily	Non-interest account	✓	✓
Paid		End of May & November	Monthly
Fixed/Variable		Variable	Variable
Tiered/Stepped		x	Stepped
Bonus Interest		x	x
Payment method		Credited to your Account	Credited to your Account
<b>ACCOUNT FEATURES</b>			
Minimum balance <sup>2</sup>	Nil	Nil	Nil
Statement frequency	6-monthly	6-monthly	6-monthly
Statement delivery	eStatement or paper	eStatement or paper	eStatement or paper
Account keeping fee	x	x	x
Fees and charges apply <sup>3</sup>	✓	✓	✓
Monthly fee free allowance available <sup>3</sup>	x	Based on relationship portfolio value	Based on relationship portfolio value
Optional line of credit facility available <sup>4</sup>	x	✓	x
For specific terms refer to section(s)	18.1	N/A	N/A

✓ = Available x = Not available

<sup>1</sup> Only available to self-funded retirees and those in receipt of a Superannuation or Aged Pension or the Mature Aged Allowance.

<sup>2</sup> Interest may not be paid/offset on all balances down to the minimum balance. You may need to maintain a higher balance to take advantage of higher interest rates.

<sup>3</sup> Refer to the current Fees and Charges booklet for details.

<sup>4</sup> Normal lending criteria, terms, conditions, fees and charges apply.

## Product Comparison Table – Features

	Transaction Accounts		
	Mortgage Offset Account	BU Savings Account	All-In-One Account
Available to:	Personal customers with a qualifying home loan <sup>1</sup>	Personal customers up to 17 years of age	Personal customers
INTEREST			
Calculated daily	✓	✓	✓
Paid	Monthly	End of March, June, September & December	End of May and November
Fixed/Variable	Variable	Variable	Variable
Tiered/Stepped	x	x	x
Bonus Interest	x	x	x
Payment method	Offset against your home loan interest	Credited to your Account	Credited to your Account
ACCOUNT FEATURES			
Minimum balance <sup>2</sup>	Nil	Nil	Nil
Statement frequency	6-monthly	6-monthly	Monthly
Statement delivery	eStatement or paper	eStatement or paper	eStatement or paper
Account keeping fee	x	x	x
Fees and charges apply <sup>3</sup>	✓	✓	✓
Monthly fee free allowance available <sup>3</sup>	Based on relationship portfolio value	x	Based on relationship portfolio value
Optional line of credit facility available <sup>4</sup>	x	x	Combined home loan & transaction account
For specific terms refer to section(s)	18.2	18.3	N/A

✓ = Available x = Not available

<sup>1</sup> Refer to Mortgage Offset Account fact sheet for eligible loans.

<sup>2</sup> Interest may not be paid/offset on all balances down to the minimum balance. You may need to maintain a higher balance to take advantage of higher interest rates.

<sup>3</sup> Refer to the current Fees and Charges booklet for details.

<sup>4</sup> Normal lending criteria, terms, conditions, fees and charges apply.

## Product Comparison Table – Features

Transaction Accounts	
Community Account	Business Transaction Account
Not-for-profit organisations	Business customers <sup>1</sup>
✓	✓
Monthly	Monthly
Variable	Variable
Tiered	Tiered
x	x
Credited to your Account	Credited to your Account
Nil	Nil
6-monthly	6-monthly
eStatement or paper	eStatement or paper
x	x
✓	✓
x	Based on Business Banking Portfolio Value
✓	✓
N/A	N/A

✓ = Available x = Not available

<sup>1</sup> Only available to a public or proprietary limited company, a partnership (limited or otherwise), a trustee of a formal trust, and individuals carrying on a business in their own name or a business name.

## Product Comparison Table – Access Products

	Transaction Accounts		
	Purple Transactor Account	Access Savings Account	Retirement Account
<b>Card access<sup>1</sup></b>			
Withdraw cash and make balance enquiries at any ATM in the world displaying the Visa symbol <sup>2</sup>	✓	✓	✓
Pay for purchases using Visa Debit card in person (inc. with cashout) or over the phone or internet	✓	✓	✓
Pay for purchases (and cash withdrawals) using eftpos <sup>2</sup>	✓	✓	✓
Deposit and withdraw cash using Bank@Post <sup>TM3</sup>	✓	✓	✓
<b>Electronic access<sup>1</sup></b>			
Mobile Banking <sup>4</sup>	✓	✓	✓
Internet Banking <sup>4</sup>	✓	✓	✓
Telephone Banking	✓	✓	✓
Direct Debits	✓	✓	✓
PayTo	✓	✓	✓
Pay bills using BPAY	✓	✓	✓
Make Periodic Payments	✓	✓	✓
Make batch payments <sup>5</sup>	X	x	X
Osko Payment and PayID	✓	✓	✓
round2save available	✓	✓	x
<b>Over the counter</b>			
Deposit cash and cheques	✓	✓	✓
Withdraw cash	✓	✓	✓
Transfer funds to another account, to another financial institution or overseas	✓	✓	✓
<b>Contact Centre</b>			
Transfer funds to another account, to another financial institution or overseas	✓	✓	✓

<sup>1</sup> Card and electronic access are restricted for persons under 13 years old.

<sup>2</sup> There is a limit per day for cash withdrawals using a card and PIN.

<sup>3</sup> Bank@Post is not available for business and high volume transactions. Bank@Post<sup>TM</sup> and its device mark are trademarks (registered or otherwise) of the Australian Postal Corporation. All rights reserved.

<sup>4</sup> Some Mobile and Internet Banking transactions require you to register for Secure SMS or a security token.

<sup>5</sup> Batch payments is an Internet Banking service available to eligible Business Banking and Community Customers. Refer to Part C for further details.

## Product Comparison Table – Access Products

Transaction Accounts				
Mortgage Offset Account	BU Savings Account	All-In-One Account	Community Account	Business Transaction Account
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓
✓	✓	✓	✓	x
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓
x	x	x	✓	✓
✓	✓	✓	✓	✓
x	✓	x	x	x
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓
✓	✓	✓	✓	✓

## Product Comparison Table – Features

	Savings Accounts		
	Purple Bonus Saver Account	monEsaver Internet Savings Account	Community Reward Account
Available to:	Personal customers	All customers	All customers
INTEREST			
Calculated daily	✓	✓	✓
Paid	Monthly	Monthly	Monthly
Fixed/Variable	Variable	Variable	Variable
Tiered/Stepped	Stepped	Tiered	Tiered
Bonus Interest	✓	x	x
Payment method	Credited to your Account	Credited to your Account	Credited to your Account
ACCOUNT FEATURES			
Minimum balance <sup>1</sup>	Nil	Nil	Nil
Statement frequency	6-monthly	6-monthly	6-monthly
Statement delivery	eStatement or paper	eStatement or paper	eStatement or paper
Account keeping fee	x	x	x
Fees and charges apply <sup>2</sup>	✓	✓	✓
Monthly fee free allowance available <sup>2</sup>	x	x	x
Optional line of credit facility available <sup>3</sup>	x	x	x
For specific terms refer to section(s)	18.4	N/A	18.5

✓ = Available x = Not available

<sup>1</sup> Interest may not be paid/offset on all balances down to the minimum balance. You may need to maintain a higher balance to take advantage of higher interest rates.

<sup>2</sup> Refer to the current Fees and Charges booklet for details.

<sup>3</sup> Normal lending criteria, terms, conditions, fees and charges apply.

## Product Comparison Table – Access Products

	Savings Accounts		
	Purple Bonus Saver Account	monEsaver Internet Savings Account <sup>1</sup>	Community Reward Account
<b>Card access<sup>2</sup></b>			
Withdraw cash and make balance enquiries at any ATM in the world displaying the Visa symbol <sup>3</sup>	x	x	x
Pay for purchases (and cash withdrawals) using eftpos <sup>3</sup>	x	x	x
Deposit and withdraw cash using Bank@Post <sup>4</sup>	x	x	x
Pay for purchases using Visa Debit card in person (inc. with cashout) or over the phone or internet	x	x	x
<b>Electronic access<sup>3</sup></b>			
Mobile Banking <sup>6</sup>	✓	✓	✓
Internet Banking <sup>5</sup>	✓	✓	✓
Telephone Banking	✓	✓	✓
Direct Debits	x	✓	✓
PayTo	✓	✓	✓
Pay bills using BPAY	✓	✓	✓
Make Periodic Payments	x	x	x
Make batch payments <sup>6</sup>	x	✓	✓
Osko Payment and PayID	✓	✓	✓
round2save available	x	x	x
<b>Over the counter</b>			
Deposit cash and cheques	✓	✓	✓
Withdraw cash	✓	✓	✓
Transfer funds to another account or financial institution, or overseas	✓	✓	✓
<b>Contact Centre</b>			
Transfer funds to another account or financial institution, or overseas	✓	✓	✓

<sup>1</sup> Transaction fees apply for transactions other than transfers using Mobile, Internet, or Telephone Banking.

<sup>2</sup> Card and electronic access are restricted for persons under 13 years old.

<sup>3</sup> There is a limit per day for cash withdrawals using a card and PIN.

<sup>4</sup> Bank@Post is not available for business and high volume transactions.

<sup>5</sup> Batch payments is an Internet Banking service available to eligible Business Banking and Community Customers. Refer to Part C for further details.

<sup>6</sup> Some Mobile and Internet Banking transactions require you to register for Secure SMS or a security token.

## **18 Specific Terms and Conditions for Savings Accounts**

### **18.1 Purple Transactor Account**

- Registration for Internet Banking is a requirement of opening this account.
- Card activation can be completed in Mobile Banking or via Internet Banking only.
- eStatements are the only statement delivery method available.

Note: From 1 January 2026, registration for Internet Banking and electronic statement delivery are optional for this account. Card activation is also available in branch or by contacting us.

### **18.2 Mortgage Offset Account**

A Mortgage Offset Account can only be linked to selected home or investment loans. You can find out which home and investment loans are eligible for mortgage offset by contacting us or referring to the Mortgage Offset Account information sheet.

#### **18.2.1 Interest**

If your Mortgage Offset Account is linked to an eligible home or investment loan account ('linked loan') the interest that would otherwise be charged on the linked loan at the end of each month will be reduced by the offset amount.

We will calculate the offset amount by multiplying the balance of your Mortgage Offset Account or the unpaid balance of the linked loan (whichever is less) at the end of each day by the daily interest rate. The daily interest rate is the relevant annual interest rate on that day divided by 365.

If the balance in your Mortgage Offset Account is more than the linked loan account, the excess amount will not earn interest or an offset benefit.

If you do not have an eligible home or investment loan with us, your Mortgage Offset Account will become a Purple Transactor Account.

We may vary your loan contract to end an offset arrangement at any time by giving you 20 days' written notice.

### **18.3 BU Savings Account**

A BU Savings Account is available to children and teenagers up to the age of 17.

Where the child is < 13 years of age, the account may be:

- opened and held by the parents(s) or guardian(s) of the child as trustee(s) for the child; or.
- opened in the name of the child where the parent(s) or guardian(s) are a signatory on the account.

Where a child is aged < 13, at our discretion, the parent(s) or guardian(s) is not required to be a signatory however will need to provide permission for the child to use the account.

Once you turn 18, the account will be automatically changed to a Purple Transactor Account and some terms and conditions will change. We will notify you before any changes take effect.

#### **18.4 Purple Bonus Saver Account**

To qualify for bonus interest on a Purple Bonus Saver Account for a given calendar month, you must:

- deposit at least \$50 by the end of day (as defined) on the last day of that month; and
- not make a withdrawal during the same month.

#### **18.5 Community Reward Account**

The Community Reward Account supports eligible community and not-for-profit groups through the Community Bonus Payment, which is an annual donation made by us to participating organisations.

##### **18.5.1 Linked Community Organisations**

When you open a Community Reward Account, you must nominate a community organisation from the list of registered organisations available from us.

You can only nominate one community organisation per Community Reward Account.

If you choose to support more than one community organisation, you must open separate Community Reward Accounts for each community organisation you support.

##### **18.5.2 Changing the Linked Community Organisation**

You may choose to support a different community organisation at any time. If you choose to do this, the daily balance of the account is still attributed to the previous organisation for the period it was linked in that financial year. It is attributed to the new organisation from the date of the change.

##### **18.5.3 Community Bonus Payment**

Registered community organisations may be eligible to receive a Community Bonus Payment each year.

The Community Bonus Payment is calculated as at the end of 30 June by multiplying the Community Bonus Payment percentage by the average annual balance held in the Community Reward Accounts of all account holders who have nominated the same organisation.

The Community Bonus Payment percentage is based on the number of supporters a community organisation has at 30 June. The Community Bonus Payment percentage

is subject to change. You can find out the current Community Bonus Payment percentage by contacting us.

The average annual balance is the average of the daily balances in Community Reward Accounts at the end of each day for the 12 months ending on 30 June.

To receive a Community Bonus Payment, the average annual balance of a community organisation's supporters' Community Reward Accounts as at 30 June must total a minimum of \$5,000. A Community Bonus Payment will not be paid if the balance is less than this. The minimum Community Bonus Payment we will make to a recipient organisation is \$50.

The Community Bonus Payment is paid to community organisations by the following August.

#### **18.5.4 Default Recipient Organisation**

Our default community organisation is the Beyond Bank Australia Foundation Ltd. Information on this organisation can be found by asking us or from our website.

If you do not nominate a registered community organisation at the time of opening an account, your Community Reward Account may be linked to our default recipient organisation or another registered organisation of our choosing. You can find out which organisation your account is linked to by contacting us.

At our discretion, we may deregister the organisation you have nominated as an eligible organisation. If we do this, we will link your account to our default recipient organisation.

We will then advise you of this action and invite you to choose a new organisation from our current list of registered recipients.

### **19 Terms and Conditions for the Bank Guarantee Facility Account**

The Bank Guarantee Facility Account is specifically for the purpose of holding funds for cash security requirements on a Beyond Bank Australia Bank Guarantee.

Funds held in the account cannot be accessed by the account holder whilst the Bank Guarantee remains valid.

The terms and conditions, including any applicable fees, that apply to the Bank Guarantee will be provided to you as part of your Bank Guarantee Agreement.

## **19.1 Eligibility and Opening Requirements**

The account can only be opened by those customers who apply for, are approved and obtain a Beyond Bank Australia cash-backed Bank Guarantee.

Where a Bank Guarantee expires and is not renewed or is cancelled by the account holder, upon transferring the funds, we may close the account.

A customer who obtains a Bank Guarantee and the Facility Account is required to open and hold a Beyond Bank Business Transaction Account.

A Bank Guarantee Facility Account can only be opened with the assistance of a Beyond Bank Australia staff member and is not available to be opened through Internet or Mobile banking.

## **19.2 Access to Funds and Withdrawing from the Account**

There are no permissible access methods to the funds held in the account.

Funds held in the Bank Guarantee Facility Account will be restricted under the terms of the Bank Guarantee.

Funds will only be released when:

- you request the cancellation or reduction of the Bank Guarantee; or
- the Bank Guarantee expires and is not renewed.

Funds will be released to your Business Transaction Account within 7 business days after the cancellation or expiration (if it is not renewed) of the Bank Guarantee.

The account can be linked under your Internet and Mobile Banking services but will provide a 'view only' access to the account.

## **19.3 Minimum and Maximum Balances of the Account**

The balance held in the account must be the equivalent of the approved Bank Guarantee.

Any balances that exceed this amount will be transferred to your linked Business Transaction Account.

## **19.4 Fees and Charges**

There are no service or transactional account fees specific to the Bank Guarantee Facility Account.

Fees do apply to the Bank Guarantee and will be disclosed within your Bank Guarantee application and terms agreement as part of your approval.

Fees do apply to the linked Business Transaction Account, as disclosed in the Fee and Charges brochure.

## **19.5 Interest**

The annual interest rate on the Bank Guarantee Facility Account is a tiered variable rate and is subject to change during the life of the account.

Interest is calculated daily and will be paid monthly, credited to the linked Business Transaction Account, on the last day of the month.

## **20 Terms and Conditions for Term Deposits**

Term Deposits are lodgements of fixed amounts of money, which are allocated a fixed rate of interest for a fixed period of time.

### **20.1 Features and Benefits**

- Term Deposits are available for terms ranging between 3 months and 60 months.
- Minimum investments start from \$2,000.
- Maximum deposit amount \$5,000,000.
- No monthly account fees apply.
- We will provide you with a statement of account every 6 months.

### **20.2 Interest**

The annual interest rate allocated to a Term Deposit is fixed for the term of the deposit and depends on the amount deposited, the deposit term, the frequency with which interest is paid, and the interest rates which we are offering at that time. These matters are agreed when your Term Deposit is made.

### **20.3 Interest Instructions**

The interest on your Term Deposit may be:

- paid monthly, annually or at maturity; and
- paid into another account you have with us; or
- if your interest is payable at maturity, reinvested with the original Term Deposit amount for another term of your choice.

### **20.4 Maturity of a Term Deposit**

On the Term Deposit maturity date, the principal and any interest which has accrued but not been paid, will become payable to you.

Prior to maturity we will send you a renewal notice which:

- shows details of your Term Deposit including the principal, interest payable and maturity date; and
- advises you of our prevailing Term Deposit rates.

Prior to the maturity date you may notify your intention at maturity of either:

- withdrawing the Term Deposit (and any interest accrued but not paid); or

- reinvesting all or part of the Term Deposit (and any interest accrued but not paid) for a further term of your choice.

If you notify us of your intention to withdraw, the Term Deposit funds will be transferred to another account you have with us on the date of maturity.

If you do not notify us of your intention to withdraw or reinvest prior to maturity, the Term Deposit (and any interest accrued but not paid) will be automatically reinvested for a further term of the same duration or the nearest available duration if a Term Deposit for the same duration is no longer available.

If you do not advise your instructions prior to maturity and we reinvest your Term Deposit for a further term, you will have a grace period of 7 calendar days, starting from the maturity date, to advise us of any alternative instructions you would like to make regarding your Term Deposit, without incurring a fee.

Changes you make during the grace period, such as changing the term or withdrawing funds, may result in a different applicable interest rate.

Any alternative instruction made during the grace period will take effect from the most recent maturity date so, if you choose to withdraw all or a portion of the funds from your Term Deposit during the grace period, no interest will be paid on this amount.

You may only make one change to your instructions during the grace period.

When an amount is reinvested for a further term following maturity, the new annual interest rate applying to the Term Deposit will depend upon the amount re-deposited, the new term, the frequency with which interest is paid and the interest rates which are applicable on that day.

Interest rates are subject to change. Therefore, the applicable interest rate may be different to the interest rate you received for the previous term or the interest rate stated on the renewal notice.

## **20.5 Alterations to a Term Deposit Prior to Maturity**

### **20.5.1 Adding to Your Term Deposit**

You may only add to an existing Term Deposit upon maturity. If you wish to deposit additional funds to an existing Term Deposit, you may do so by notifying us prior to maturity or within the 7 day grace period immediately following maturity. These additional funds will only be added to the Term Deposit from the maturity date. If you want to deposit additional funds for a fixed period, prior to your existing Term Deposit maturing, you will need to open a new and entirely separate Term Deposit.

## 20.5.2 Withdrawing Funds From Your Term Deposit

You can withdraw the whole or part of the balance of a Term Deposit at maturity, or during the following 7 day grace period, without prior notice.

However, if you wish to withdraw the whole or part of the balance of a Term Deposit prior to maturity, you must give us 31 days' notice. If you do withdraw the whole or part of the balance early, a fee and reduction in your return on the amount withdrawn will be applied. Details of the reduction in return are set out in our Fees and Charges booklet.

No fee or reduction in return will be applied if the withdrawal is as a result of the death of one of the owners of the Term Deposit.

The balance which remains in a Term Deposit following a partial withdrawal will continue to earn the contracted rate of interest until maturity if the contracted rate would have applied to this amount when it was initially deposited. If the remaining balance would have earned a lower rate of interest when it was originally deposited, that lower rate will apply to the remaining balance as from the date of the partial withdrawal.

## 20.5.3 Other Changes to Your Term Deposit

You cannot change the contracted term of your Term Deposit prior to the maturity of the deposit. However, you can make alterations to interest payment instructions (eg change payment to another account) at any time prior to maturity by contacting us.

## 21 Interest Calculations

The rate of interest applicable to an account will vary depending on the account you select and, for some accounts, its deposit balance (tiered or stepped interest). With the exception of Term Deposits, the interest rate on an account is variable and will change from time to time.

**Note** – The type of interest rate applicable to your account and whether your account has tiered or stepped interest can be found in the Product Comparison Table – Features, or the Terms and Conditions for the product.

**Note** – You will need to include any amount of interest paid to you as income in your tax return.

Details of our current annual interest rates are in our Savings and Term Deposit or Business Banking Interest Rate Boards, which can be obtained by visiting our website or by contacting us.

Interest is only paid when the account is in credit.

Interest is calculated daily by multiplying the balance of the account at the end of day by the daily interest rate.

The daily interest rate is the annual interest rate on that day divided by 365.

**Note** – Tiered and stepped interest rates allow you to receive a higher rate of interest as your funds grow from one tier to the next.

### 21.1 Tiered Interest Rates

Tiered interest rates enable you to receive a higher rate of interest on your entire account balance as your funds increase from one tier to the next. However, from time to time, some tiers may have the same interest rate. You should note that we may vary account terms to change the tiers.

If an account has tiered interest, the interest rate that applies to the whole balance of the account is directly linked to the balance of the account.

**Note** – Remember that interest is calculated on the daily closing balance. This means that, if your account has a tiered interest rate and your account balance fluctuates from day to day, so might the interest rate that applies.

### 21.2 Stepped Interest Rates

If an account has stepped interest rates, different interest rates apply to different parts of your account balance. You receive a certain rate of interest on that part of your account balance that falls into a particular band of amounts. For example, the interest paid on the part of your account balance between \$10,000 and \$20,000 may be different to the interest paid on the balance up to \$9,999. From time to time, some steps may have the same interest rate. You should note that we may vary account terms to change the steps.

If an account has a stepped interest rate, interest is calculated by multiplying that part of the account balance that falls into a particular band by the daily interest rate applying to that band, and then adding together the interest payable in each band.

### 21.3 Bonus Interest

Bonus interest rates enable you to receive a higher rate of interest on your account balance in a particular month if you have met the qualifying criteria. You should note that we may vary account terms to change the qualifying criteria. Please refer to terms and conditions for specific products that may qualify for bonus interest to understand the effect of end of day (as defined) on the last day of any month and how it may affect qualification for bonus interest.

**Note** – Accounts which earn bonus interest can be found in the Product Comparison Table – Features.

If, in a particular month, you:

- qualify for bonus interest, interest for that month will be calculated at a bonus annual interest rate which is tiered;
- do not qualify for bonus interest, interest for that month will be calculated at a base annual interest rate on the whole account balance.

If you close the account during the month, no bonus interest is payable for that particular month or part thereof.

## **22 Account Statements**

Account statements provide a record of all transactions made on your Account for the statement period. Account statements may be provided electronically as an eStatement or by paper.

The statement frequency and available methods of statement delivery for your Account are specified in the Product Comparison Table – Features.

You may request more frequent Account statements or a copy of an Account statement at any time. A fee may apply to this service as specified in the Fees and Charges booklet.

If the Product Comparison Table – Features indicates that your Account is eligible to receive statements by eStatement only, then you must register for the Mobile Banking App or Internet Banking. In addition, you agree that we will provide you with Account statements as eStatements only, and that you may not elect to receive a paper statement unless we are required to give you a paper statement by law, and it is a condition of the Account that you also consent to receive eStatements for any credit products you have with us. If the Product Comparison Table – Features indicates that paper or eStatements are available then, subject to any applicable legal requirements, we may give you Account statements either as eStatements (if you are registered for Mobile Banking App or Internet Banking) or as paper statements, at our discretion. See section 33.6.2 for more information about eStatements.

You must tell us in a timely manner if there are any errors, discrepancies or unauthorised transactions on your Account. You can do this, or query any entries on your statement, by contacting us using our contact details in this document or on our website.

### **22.1 Transaction Slips and Receipts**

It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting a transaction, including EFT Transactions and purchases at a Visa Merchant.

When you receive your account statement you should confirm that all entries have been authorised by you or your signatories. Any discrepancies should be notified to us immediately.

### **23 Overdrawn Accounts**

An account which does not have a line of credit attached must remain in credit at all times.

You agree that an Access Product will not be used to:

- overdraw any of your Account(s); or
- exceed the unused portion of your line of credit under any pre-arranged credit facility such as a line of credit or overdraft linked to your Linked Account(s).

If you overdraw your Account or exceed your line of credit limit without prior arrangement we may:

- dishonour any payment instruction given;
- honour the payment, at our discretion;
- transfer funds which are standing to your credit in another of your Accounts to repay the overdrawn amount; and / or;
- charge you a fee, including a dishonour fee or overdrawn account fee, as advised to you from time to time – see our Fees and Charges booklet.

If we honour the payment you must arrange for the amount owing to be repaid immediately.

Funds may also be transferred from one of your Accounts to repay arrears on a loan or line of credit. Any fees applicable to withdrawals from an account from which the transfer was made will apply as normal.

We reserve the right to combine your Accounts if we consider this to be the most appropriate course of action to minimise credit risk.

### **24 Accounts with Line of Credit Limits**

You can apply for a line of credit facility, provided you are 18 years of age or older, by contacting us.

If the application is approved, the terms and conditions, fees and charges applying to a linked line of credit facility are set out in your loan contract.

Any available credit on a line of credit facility may be susceptible to fraud. You can restrict the amount of your available credit that can be accessed by card or other electronic means by contacting us. For joint accounts, we will restrict the amount of available credit that can be accessed, amend an existing restriction or reinstate full access, if requested by any of the joint owners.

You can amend your instructions at any time but are encouraged to leave some leeway in your available credit to ensure that regular payments are not inadvertently dishonoured.

## **25 Dormant Accounts and Unclaimed Monies**

Your account may be deemed to be dormant if you have not made any deposits or withdrawals during a continuous 24-month period. If this occurs, we may:

- send you advice about how you can reactivate your account or give you the option of closing your account; and/or
- charge a dormant account fee.

If the balance of the dormant account is less than the fee, the account may be closed and the proceeds retained as the fee. If you do not have any other active accounts, your membership may be terminated.

If the balance in the dormant account is less than \$500, the account may be closed.

If the balance in the dormant account is more than \$500, and you have not made any deposits or withdrawals during a continuous 84-month (7-year) period, the account may be closed and the proceeds transferred to the Australian Securities and Investments Commission unclaimed money fund.

Dormant funds can be refunded back to the customer without interest upon the customer's request.

## **26 Changing Details on Your Account**

If you change your personal information (eg change your address or contact details) or choose to revoke the authority of any signatory, appoint a new signatory or add a temporary restriction, you must contact us and advise us of the change.

Please refer to section 1 regarding how you can contact us.

Alternatively, you can make certain changes to your Account yourself within the 'My Details' menu in the Mobile Banking App or Internet Banking, including changing your address and contact details (Secure SMS or Token registration required for Internet Banking only).

Any instructions must be provided according to the signing authority of the account. For example, if the signing authority of an account is 'two to sign', two signatories must authorise the instructions.

Depending on the type of change requested, written and signed instructions may be required. Instructions provided via telephone will require a Verification Code.

You must notify us promptly of any change to your name or address for the mailing of any notifications and statements which we are required to send to you.

## **27 Closing and Restricting Accounts and Memberships**

If you wish to close an account, you may request this in writing, by completing a form available at any branch, phoning the Contact Centre or via a secure message. If you do not have at least one active account or loan account with us, your membership may be terminated.

To close a joint account, one or more joint account holders may be required to authorise the account closure, depending on the signing authority of the account. If the signing authority of the account is 'any to sign' then only one joint account holder is required to authorise closure of the account. However, if the signing authority of the account is 'all to sign' or 'two [or more] to sign' then all or two [or more] joint account holders are required to authorise the closure of the account. At our discretion, we may require all joint account owners to authorise the closure of the account.

Some non-personal memberships may require notice to be given in writing and accompanied by minutes from a meeting.

If you have a credit limit attached to an account, the account cannot be closed until your liability for any drawn down part of the credit limit, including any interest payable, is repaid.

If the account was used for any Periodic Payments, Direct Debits, PayTo Agreements or was in receipt of regular credits and these payments are to continue, it is your responsibility to make appropriate changes to ensure these payments can continue.

We may, at any time, close or restrict any of your Accounts if we have a commercial justification for doing so, including if:

- we reasonably consider doing so is necessary to protect you or us from suffering loss;
- we reasonably consider your or any signatory's use of the Account is unlawful, objectionable or inappropriate;
- your Account is overdrawn;
- your Account becomes dormant;
- you breach these terms and conditions or any related contract between you or us in a material way which exposes us or you to a risk, including if you fail to respond to a request for information in breach of these terms and conditions.
- we reasonably consider that information you have provided to us in response to a request under these terms and conditions is unresponsive or unsatisfactory;

- If you have misused your account to engage in financial abuse or any other types of abuse which may involve taking away access to money, manipulating financial decisions or using money without a person's consent;
- Where you have been found to use offensive language in payment descriptions, including but not limited to, swear words or profanity, discriminatory remarks, or the threat of abuse;
- we reasonably consider that keeping your account open:
  - may break any law or regulation in Australia or any other country;
  - involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United Nations, the European Union or any country;
  - may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct; or
  - may be inconsistent with, or prohibited by, our anti-money laundering and counter-terrorism financing obligations.

by giving you 30 days' written notice. However if we consider it reasonably necessary, having regard to the fair balance of your interest and our interests, we will give you a lesser period of notice (including no notice). If we do not give you notice of our intention to restrict access to or close any of your Accounts before we do so, we will promptly give you notice after we have done so. Any notice we give will specify the reasons for the closure or restriction to the extent that is lawfully possible.

You may terminate your membership, by writing to us or completing a form, provided that you withdraw all deposits and repay all loans.

If your membership is terminated, you must:

- return or destroy all cards used to access the account;
- cancel any Direct Debit authorities with either us or the biller;
- cancel any regular Visa deductions or subscriptions (note that once your Visa card is cancelled all deductions or subscriptions will be declined);
- ensure that all joint account holders have signed the request for termination if the membership is joint;
- make alternative arrangements for Term Deposit interest being transferred from another membership.

All Periodic Payment authorities will be cancelled automatically.

All PayTo Agreements will be cancelled.

The request will be processed within 7 days.

After all outstanding transactions have been processed, we will:

- transfer any remaining balance to another account as instructed by you (including the return of your original value share subscription price and any deposit interest outstanding, less any accrued fees, overdraft interest and government charges applicable up to the date of closure).

You will continue to be liable to us for the value of any transaction authorised by you or your signatories, processed after you have closed your Linked Account(s) or after you have closed all accounts you have with us.

## **PART C – ACCESSING YOUR ACCOUNT**

### **28 Transaction, Withdrawal and Account Balance Limits**

Acting reasonably, we may at our discretion set and vary limits (maximum and minimum) for withdrawals, Access Products, each transaction using an Access Product, cumulative transactions using an Access Product, Account balances and aggregate Account balance.

Without limiting the above, we may set dollar limits for:

- cash withdrawals;
- Mobile, Internet and Telephone Banking transfers and batch payments;
- BPAY; and
- PayTo.

For PayTo limits, refer to section 30.8.

The following standard transaction limits apply to our accounts and Access Products:

	Limit per day
Cash withdrawals over the counter at one or more branches without prior arrangement	\$3,000
Cash withdrawals using a card at ATMs, Bank@Post, eftpos and Visa purchases with cashout or any other electronic terminal	
Standard limit:	\$1,500
Youth (under 13 years old) limit:	\$500
eftpos and Visa purchases without cashout (*Card purchases performed online are not available to youth (under 13 years old) card holders)	\$10,000*
Daily value limit for contactless transactions	
Standard limit:	\$1,200
Youth (under 13 year olds) limit:	\$500

	Limit per day
BPAY transactions	\$10,000
Transfers to another financial institution using the Mobile Banking App or Internet Banking	\$5,000
Transfers between accounts with us and addressing by PayID	\$5,000
Transfers between accounts with us and addressing by BSB and account number	\$5,000
Individual term deposits	\$5,000,000
Aggregate Account balance of all your Accounts (deposit and/or loan)	\$30,000,000

Prior arrangements may be made to withdraw greater than the limit above at a branch.

At our discretion and where reasonably practical, you may increase your daily limit for Internal, External and BPAY transfers via Mobile Banking and Internet Banking to \$20,000. You may be required to speak to us to perform this.

For PayTo limits, refer to section 30.8.

You acknowledge that third party organisations including Merchants may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **28.1 Further Transaction Limit Restrictions and Blocked Payments**

In addition to the standard transaction limits that apply to all Access Products, we may in our discretion, set additional limits on the total amount each customer may transfer or pay from all accounts where it is reasonably necessary to prevent systematic or individual unlawful activity, including suspected fraud or scams.

This may include where we reasonably believe the transfer or payment is being made to cryptocurrency platforms or other payee types that we assess as being a high risk destination for payments associated with unlawful activity, including fraud or scams.

We may also block certain payments and transfers using any Access Product if we reasonably believe that:

- the product or service is illegal in Australia or elsewhere;
- the transaction being performed is reasonably suspected of being unlawful, including fraudulent or as part of a possible scam or in any way that might otherwise cause you or us to lose money; or
- the purchase is from an account which we reasonably believe may be owned or controlled by a cryptocurrency platform, remittance service provider, or other entity types that we have assessed as

presenting an unacceptable risk of being used for unlawful activity, including suspected fraud or scams.

## 29 Over the Counter & Contact Centre Services

### 29.1 Deposits

You may make deposits into accounts held with us:

	Cash	Cheques
at any branch via a teller	✓	✓
via Bank@Post (designated Australia Post outlets) using your card and PIN <sup>1</sup>	✓	✓

✓ = Available x = Not available

<sup>1</sup> Australia Post imposes limits on the amount of cash or cheques they will accept and you cannot use your card at a Bank@Post outlet in relation to a business account.

You may also make electronic credits such as salary credits, Centrelink payments and dividend cheques into accounts held with us, and Quick Debits from accounts you have at other financial institutions.

Under Federal law, we must complete a 'Threshold Transaction Report' for all cash deposits of \$A10,000 or more.

#### 29.1.1 Cheques

Cheques deposited must be cleared before funds are available to you. The usual clearance times are 7 business days for cheques deposited over the counter at a branch, or at Bank@Post. Overseas cheques will clear after 28 calendar days but, if lodged for 'collection', clearance can take up to -eight weeks.

Cheques payable to a third party or to us may not be accepted to your Account unless they are endorsed or verified. To endorse a cheque to a third party you must write the name of the person to whom the cheque is being endorsed, the reason for the endorsement and your signature on the back of the cheque. If the cheque is made payable to two or more persons, all persons to whom the cheque is made payable must sign the back of the cheque in order for it to be endorsed to a third party. You agree to indemnify us against all claims and liability arising as a consequence of the deposit of any cheque payable to a third party for collection by us except to any extent the claim or liability is caused by the fraud, negligence or wilful misconduct of us, our employees or our agents.

Cheques that have been altered must bear the full signature of the drawer next to the alternation. Cheques with initialled alterations or with alterations that are not signed by the drawer will not be accepted to your Account.

### 29.1.2 A Cheque not Payable

A cheque may not be payable in the following circumstances (but not limited to):

- stopped cheque;
- post-dated cheque;
- stale cheque (more than 15 months from the date of the cheque);
- insufficient funds;
- suspected tampering;
- incomplete;
- incorrect Payee; and
- written in pencil.

### 29.1.3 Salary Cheques

If you receive regular salary cheques, you can ask for these to be deposited, without being subject to clearance periods.

To qualify, you will need to provide us with written confirmation from your employer that the cheque represents a regular salary payment. Then, if the first salary cheque deposited (the normal clearance period applies) is cleared satisfactorily, we may allow you to immediately draw on future salary cheque deposits.

We may withdraw this privilege at any time without notice.

If you withdraw or transfer funds prior to a salary cheque being cleared and it is later dishonoured, we will debit your account for the amount of the cheque plus a dishonour fee and any applicable overdrawn fees. Clearance approval may also be withdrawn.

## 29.2 Making Withdrawals

You may withdraw funds from accounts held with us:

	Cash
at any branch via a teller	✓
via Bank@Post (designated Australia Post outlets) using your card and PIN <sup>1</sup>	✓

✓ = Available x = Not available

<sup>1</sup> Australia Post imposes limits on the amount of cash withdrawals and you cannot use your card at a Bank@Post outlet in relation to a business account.

Depending on the type of account you have, you may also make withdrawals using cards or other electronic access methods.

Funds held in accounts with us are 'at call' and available for you to withdraw or transfer at anytime unless:

- otherwise indicated in this Product Guide; or
- cheque proceeds are still subject to clearance days.

Under Federal law, we must complete a 'Threshold Transaction Report' for all cash withdrawals of \$A10,000 or more.

### **29.2.1 Identification**

When you request a service of us either via a branch (over the counter) or by calling our Customer Contact Centre, before we can provide this service, we may be required to confirm your identify.

If you are unable to provide suitable identification or satisfy our requirements, we may not be able to provide you with the requested service.

How we may identify you is at the sole discretion of us.

### **29.3 Transfers**

You may make transfers between accounts or from an account to a loan account at a branch or via the Customer Contact Centre.

If it is a two or more to sign account, all required signatures will be needed to conduct the transfer.

You can also transfer funds using:

- Mobile Banking;
- Internet Banking;
- Telephone Banking; or
- any Beyond Bank ATM (within the same membership only).

## **30 Access Products**

Access Products allow you to withdraw funds and make payments from your Account. They include the following services offered by us:

- Visa Debit & Visa Prepaid cards
- Automatic payments (Direct Debits, Periodic Payments, PayTo and Quick Debits)
- Mobile Banking
- Internet Banking
- Telephone Banking (Account Information Line)
- TEXT ME! – SMS Banking Service

### **30.1 Obtaining an Access Product**

You may apply for an Access Product in accordance with these terms and conditions.

### **30.2 Cancelling Access Products**

You may cancel or suspend your or any signatory's access to an Access Product at any time by contacting us. You can cancel some Access Products in Internet Banking.

We may cancel an Access Product, or your or any signatory's access to an Access Product, at any time without providing notice to you:

- for security reasons where we reasonably consider doing so is necessary to protect you or us from suffering loss;

- if we reasonably consider your or any signatory's use of the Access Product is unlawful, objectionable or inappropriate;
- if your Account is overdrawn
- if the Access Product becomes inactive;
- if you breach these terms and conditions or any related contract between you or us in a material way which exposes us or you to a risk; or
- if we do not give you notice of our intention to cancel or suspend your or any signatory's access to any Access Product before we do so, we will promptly give you notice after we have done so.

We may, at any time but acting reasonably, cancel an Access Product, or your or any signatory's access to an Access Product, for any other reason by giving you 20 days' written notice. The notice does not have to specify the reasons for the cancellation.

Your or any signatory's access to an Access Product will be terminated when:

- we notify you that your access has been cancelled or your account with us has been closed;
- you close the last of your accounts with us;
- you cease to be our customer; or
- you alter the authorities governing the use of your account or accounts (unless we agree otherwise).

You will be liable for any transactions made by you or any signatory using an Access Product before the Access Product is cancelled that are not posted to your Account until after cancellation of the Access Product.

### **30.2.1 Cancelled Cards**

A card always remains our property.

If you or we cancel a card issued to you, any card issued to any signatory may also be cancelled.

If you or we cancel a card, you must immediately destroy or return the card to us. We can demand a card's return by capture of the card at any EFT Terminal.

You must not use the card or allow any signatory to use the card after the card has been cancelled. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) with us.

You must also destroy or return to us your card and any card issued to a signatory when:

- you close your Linked Account(s);
- you cease to be a customer of the Bank; or
- you alter the authorities governing the use of your Linked Account(s) to something other than 'Any one to sign' (unless we agree otherwise).

## 31 Cards

This section applies if you or any signatory have been issued with, or requested a Visa Debit or Visa Prepaid card to access your Linked Account(s). The following table lists the accounts that can be accessed using either a Visa Debit or Visa Prepaid card.

	Visa Debit <sup>1</sup>	Visa Prepaid <sup>1</sup>
Access Savings Account	✓	x
Purple Transactor Account	✓	x
Retirement Account	✓	x
All-In-One Account	✓	x
Mortgage Offset Account	✓	x
monEsaver Internet Savings Account	x	x
Purple Bonus Saver Account	x	x
Community Account	✓	x
BU Savings Account	✓	x
Community Reward Account	x	x
Business Transaction Account	✓	x
Bank Guarantee Facility Account	x	x
Term Deposits	x	x
Salary Packaging Card <sup>3</sup>	x	✓
Meal Entertainment Card <sup>3</sup>	x	✓

✓ = Available x = Not available

Note: Visa cards are issued by us. We are the entity responsible to you for providing you with the services in relation to the Visa card. We are a member of Cuscal which is the principal member of Visa International under which we can provide you with the Visa card.

<sup>1</sup> Conditions apply see section 31.2.

<sup>3</sup> The Salary Packaging Card and Meal Entertainment Card are only available to eligible customers and the terms for these cards are set out in the Salary Packaging Specific Terms and Conditions.

### 31.1 Features and Benefits

Your card gives you convenient access to your money, when and where you need it. A card may be used for:

	Visa Debit	Visa Prepaid <sup>1</sup>
Purchases (and cash withdrawals <sup>2</sup> ) at retail outlets within Australia that display the eftpos logo such as supermarkets and petrol stations	✓	x
Purchases from any Merchant displaying the Visa logo, both in Australia and overseas	✓	✓
Purchases and bill payments via the internet, mail or telephone	✓	✓
Withdrawing cash from ATMs within Australia displaying the Visa logo	✓	x
Obtaining your Linked Account balance from ATMs within Australia displaying the Visa logo	✓	x

	Visa Debit	Visa Prepaid <sup>1</sup>
Withdrawing cash from overseas ATMs displaying the Visa/Plus logo	✓	x
Obtaining your Linked Account balance from overseas ATMs displaying the Visa/Plus logo	✓	x
Cash advances at financial institutions, either within Australia or overseas	✓	x
Transferring funds between accounts at any Beyond Bank ATM	✓	x
Deposits and withdrawals at Australia Post outlets displaying the Bank@Post symbol <sup>3</sup>	✓	x
Identification purposes when you withdraw or deposit funds at our branches	✓	x
Enable round2save <sup>4</sup>	✓	x

✓ = Available x = Not available

<sup>1</sup>Further restrictions apply to the use of a Visa Prepaid card, including any cash withdrawal and different merchant types. The terms and conditions on the use of these cards is contained within the Salary Packaging Specific Terms and Conditions.

<sup>2</sup>This service is not available at all retail outlets. Limits may be imposed. Cash withdrawals not available on Visa Prepaid.

<sup>3</sup>You must have a card and PIN linked to your Account to use Bank@Post. You cannot use your card at a Bank@Post outlet in relation to a Business account.

<sup>4</sup>Conditions apply, see section 31.5.

### 31.2 Obtaining a Visa Card

You must be 13 years of age or older to obtain a Visa card. Customers under 13 years of age may still apply and be issued a Visa card at our discretion..

Upon acceptance of your card application, a four digit PIN will be provided to you or you may elect to choose your own PIN. The PIN is required when completing electronic banking transactions. You may change your PIN at anytime via the Mobile Banking App, Internet Banking, any Beyond Bank ATM or during business hours at any branch. The new PIN must contain a minimum of four digits and a maximum of six digits.

You must activate your card via Mobile Banking App or Internet Banking, by phoning 13 25 85 or at any branch. You may be required to provide identification we reasonably require to confirm your identity in order to complete the activation of your card.

### 31.3 Digital Card

We may also provide you with a digital copy of your card that can be added to Apple Pay, Google Wallet and Samsung Pay and be used for a more selective range of transactions and participating merchants. We may provide you with a digital copy of your card to make certain transactions prior to receiving your physical card –

we'll let you know if this feature is available on your account. 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 activating your card prior to receiving it.

A digital card is valid when it is issued to you, unless you are required to activate it, in which case the digital card will be valid when it has been activated by you.

To prevent fraudulent or unauthorised use of your linked account, a digital card will be issued with card controls in place to restrict its use. You can change these card controls but must ensure that you maintain the security of your device or account through which your digital card can be viewed or accessed.

You agree that a digital card is our property at all times. You must deactivate a digital card, remove the card details from any digital wallet to which they are registered, or remove the digital card from any device or account through which it can be viewed or accessed, if we ask you to do so to prevent you or us suffering a loss. This may happen if we believe the device or card details were compromised.

You must not modify, encode, encrypt or otherwise interfere with any digital card.

Age restrictions apply and a digital card may not be available to all customers.

If your device loses connectivity, you will be limited to 10 transactions that can be completed offline with your device before connectivity is restored.

### **31.4 Additional Cards**

You may authorise us, if we agree (our agreement will not be withheld unreasonably), to issue a card to each signatory provided each person complies with the Visa card criteria as set out above. If we issue a card we will also issue a PIN if you have opted to receive a PIN.

You will be liable for all transactions carried out by your signatory on the card.

Your signatory's use of the card and PIN is governed by these terms and conditions.

You must ensure that each Signatory protects their card and PIN in the same way as these terms and conditions require you to protect your card and PIN.

### **31.5 Security Risks**

Unless the proper precautions are taken, there are risks that your card may be lost, stolen or used without your permission. You can update the status of your card to Lost or Stolen within the Mobile Banking App or Internet Banking.

There are also inherent risks associated with EFT Transactions. Although we take all precautions, the security of electronically initiated transactions can never be guaranteed.

In some circumstances, you may be liable for unauthorised use of your card. You should read these terms and conditions to understand your liability as a result of unauthorised use of the card and ways by which you can minimise the risk of a security breach.

### **Guidelines for Ensuring the Security of your Card and PIN**

You should follow these guidelines to protect against unauthorised use of your card and PIN. These guidelines are examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with these terms and conditions and the ePayments Code.

- Sign the card as soon as you receive it;
- Keep the card in a safe place;
- You must not select a PIN which represents your birth date or a recognisable part of your name;
- Never write the PIN on the card;
- Never write the PIN on anything which is kept with or near the card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record;
- Never lend the card to anybody;
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the card number and PIN being entered at Electronic Equipment;
- Keep a record of the card number and the relevant Card Hotline telephone number for your area with your usual list of emergency telephone numbers;
- Immediately report the loss, theft or unauthorised use of the card to us or to the Card Hotline;
- Examine your account statement immediately upon receiving it to identify and report, as soon as possible, any instances where the card has been used without your authority; and
- Immediately notify us of any change of address.

#### **31.5.1 Signing the Card**

You must sign your physical card immediately upon receiving it as a means of preventing fraudulent or unauthorised use of your card.

You must ensure that any signatory signs any physical card issued to them immediately upon receiving it.

### **31.5.2 Protecting the PIN**

We provide a PIN to use the card with certain Electronic Equipment. You and any signatories agree:

- To protect this PIN as a means of preventing fraudulent or unauthorised use of the card.
- Not to tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- If you change the PIN, not to select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date, subject to the ePayments Code, you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else.
- Not to record the PIN on the card or keep a record of the PIN on anything which is kept with or near the card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

### **31.6 Using the Card**

The card may only be used to perform transactions on your Linked Account(s).

We will advise you from time to time:

- which accounts, including any credit facility, you may link to the card;
- which EFT Transactions may be performed using the card; and
- which EFT Terminals of other financial institutions may be used.

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

#### **31.6.1 Authorisations**

You acknowledge and agree that:

- we have the right to deny authorisation for any EFT Transaction when we have reasonable grounds to do so and
- we will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

#### **31.6.2 Withdrawals**

We will debit your Linked Account(s) with the value of all:

- withdrawal EFT Transactions; and
- sales and cash advance transactions arising from the use of the Visa card (including all mail or telephone orders placed by quoting the Visa card number).

### **31.6.3 Using the Card for International Transactions**

The card can be used to make a purchase or obtain a cash advance (either in a foreign currency or Australian dollars):

- While overseas; or
- In Australia where the Merchant is overseas, or the Financial Institution or entity processing the transaction is located overseas.

In some cases, overseas Merchants may allow you to pay in Australian dollars (eg when making a purchase online or over the phone). This is still considered an international transaction as the transaction is processed overseas.

Even though a price may be shown in Australian dollars, the Merchant may still be located overseas or choose to process their payments outside of Australia. It is best to check with the Merchant before you pay if you are unsure.

International Transactions are subject to the International Transaction Fee which is outlined in our Fees and Charges booklet. This Fee will be deducted once the transaction has debited your account and will be itemised separately on your transaction listing.

All transactions processed overseas on the card will be converted into Australian dollars by Visa Worldwide, and calculated at a wholesale market rate selected 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).

Some overseas Merchants and EFT Terminals charge a surcharge for making EFT Transactions. Surcharges may also be charged for ATM transactions by ATM operators. Once you have confirmed a transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

Some overseas Merchants and EFT Terminals allow the cardholder the option of converting the value of the transaction into Australian dollars at the point of sale (also known as Dynamic Currency Conversion). Once you have confirmed the transaction, you will not be able to dispute the exchange rate applied.

Before travelling overseas, you or any signatory should contact us to obtain the relevant Card Hotline number for your country or countries of destination. You should use the hotline in the event of loss, theft or unauthorised use of the card or PIN.

A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

### **31.6.4 Using Your Card at an ATM**

To guard against fraud, ATMs only allow two incorrect PIN attempts in a 24 hour period. On a third incorrect attempt, your card will be retained by the ATM and further transaction attempts denied. ATMs that don't have the capacity to capture cards will instead freeze your card's access to your Linked Account(s) for a period of 24 hours from the last unsuccessful attempt.

Ensure you remove your card from the ATM at the completion of your transaction. Failure to take appropriate care with your card could leave you liable for any unauthorised transactions.

### **31.6.5 Using Your Card at a Merchant Terminal**

At many retailers, you can use your card at a Merchant Terminal to make a purchase and your money will be drawn directly from your Linked Account.

If you are using a Visa Debit card, you can select either 'Savings' or 'Credit'. If you select 'Savings' it will be an eftpos transaction. Alternatively you can select 'Credit' on the keypad (where this is available). This is a Visa purchase. Depending on the transaction amount, you may or may not be required to enter your PIN.

Some retailers may allow you to include 'cash out' when you select 'Credit' or 'Savings' and input your PIN. Some retailers may charge you a fee for this service.

If using a Visa Prepaid card you are only permitted to select the 'Credit' option and cannot include 'cash out' with the purchase.

### **31.6.6 Using Your Card for Contactless Payments**

If you have been issued with a Visa card, you can make Contactless Payments without swiping or inserting your card or entering a PIN (dependent on the value). You will just need to hold your Visa card in close proximity to the contactless reader until the transaction has been confirmed as approved, which generally takes a few seconds. Contactless Payments using the contactless functionality can only be made at a participating Merchant Terminal. A Contactless Payment may be processed as either an eftpos transaction or Visa purchase. This is at the discretion of the Merchant. Transaction value limits do apply and, if you exceed these limits, you will still need to enter a PIN.

### **31.7 Regular Payments**

A Regular Payment is an agreement between you and a Merchant by which you use your Visa card details to authorise the Merchant to bill your Linked Account at intervals agreed by you (eg monthly or quarterly) to make recurring or instalment payments such as paying your monthly gym membership fee or purchasing a new

television by instalment payments. The amount may differ or be the same for each payment.

### **31.7.1 Your Responsibilities and Obligations**

You should keep a record of all regular payment arrangements you have established.

To change or cancel any regular payment arrangement, you should contact the Merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the arrangement we must accept the Merchant's transaction.

To ensure your regular payment arrangements continue, you must notify the Merchant if your:

- Card details change (a change of card number or expiry date); or
- Card is cancelled.

If you fail to change your arrangement, we may not be able to honour the payment or the Merchant may stop providing the goods or services.

You should keep a copy of any change or cancellation request letter you send to the Merchant. Should the Merchant fail to act in accordance with these instructions or fail to comply with your request in a timely manner, you may have rights to a dispute.

### **31.7.2 Your Rights to Dispute**

Any issues with your regular payments, including the failure of the Merchant to act on a change in account details advice, should be taken up directly with the Merchant. If you require further assistance to resolve an issue between yourself and a Merchant, contact us for more information or visit [www.auspaynet.com.au](http://www.auspaynet.com.au).

## **31.8 Renewal of the Card**

Unless you are in breach of these terms and conditions or we reasonably consider it to be otherwise necessary for the security of the EFT System or individual accounts, we will automatically provide you and your signatories with a replacement card before the expiry date of the current card or additional card.

You must not use the card or allow signatories to use the card before the valid date or after the expiration date shown on the face of the card.

If we issue you with a replacement card:

- You or any signatories must ensure that the current card and card details are removed from any digital wallet to which they are registered; and
- In order to use the replacement card to make payments through the digital wallet, the replacement card and card details must first be registered on that digital wallet.

If you do not wish to receive a replacement card, either for yourself or any signatory, you must notify us before the expiration date of the current card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement card.

### **31.9 Notifying Loss, Theft or Unauthorised Use of the Card or PIN**

If you, or any signatory, believe your card has been misused, lost or stolen or the PIN has become known to someone else, you or any signatory must immediately contact us or the Card Hotline.

We or the Card Hotline will acknowledge the notification by giving you a reference number. Please retain this number as evidence of the date and time of contacting us or the Card Hotline.

After contacting the Card Hotline, you or any signatory should also confirm the loss or theft as soon as possible by contacting us.

If the Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business hours. We will be liable for any losses arising because the Card Hotline was not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours.

If the loss, theft or misuse, of a card occurs outside Australia, you or any signatory must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card:

- with us by telephone as soon as possible; or
- by phoning the Card Monitoring Team available 24/7 within Australia 1300 705 750 or from overseas on +612 8299 9534

Emergency contact numbers can be found on our website or at the front of these terms and conditions.

You can also update the status of your card to Lost or Stolen within Card Management section via Internet Banking or Mobile Banking.

### **31.10 Exclusions of Warranties and Representations**

We do not warrant that Merchants or EFT Terminals displaying Visa or eftpos signs or promotional material will accept the card.

We do not accept any responsibility should a Merchant, Bank, EFT Terminal or other institution displaying, Visa or eftpos signs or promotional material, refuse to accept or honour the card.

We are not responsible for any defects in the goods and services acquired by you through the use of the 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.

### **32 Automatic Payments – Periodic Payments, Direct Debits, PayTo and Quick Debits**

This section applies if you or any signatory have arranged an automatic payment on your account. The following table lists the accounts which allow automatic payments.

	Periodic Payments	Direct Debits	PayTo	Quick Debits
Access Savings Account	✓	✓	✓	x
Purple Transactor Account	✓	✓	✓	x
Retirement Account	✓	✓	✓	x
All-In-One Account	✓	✓	✓	x
Mortgage Offset Account	✓	✓	✓	x
monEsaver Internet Savings Account	x	✓	✓	x
Purple Bonus Saver Account	x	x	✓	x
Community Account	✓	✓	✓	✓
BU Savings Account	✓	✓	✓	x
Community Reward Account	x	✓	✓	x
Business Transaction Account	✓	✓	✓	x
Bank Guarantee Facility Account	x	x	x	x
Term Deposits	x	x	x	x
Salary Packaging Card	x	x	x	x
Meal Entertainment Card	x	x	x	x

✓ = Available x = Not available

Note: Quick Debits are not available on accounts held by non-personal customers.

#### **32.1 Features and Benefits**

Automatic payments enable you to have your regular payments, such as bills, insurance or loan repayments debited from your account on a regular basis.

Periodic Payments allow us to debit your account with a pre-arranged amount and send it to another account or to a third party. You can arrange this by contacting us.

Direct Debits allow a third party to debit your account directly on a regular basis. They are ideal for paying bills that can change regularly. You can arrange this by contacting the third party.

PayTo Payments is a service which allows us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement.

Quick Debits allow us to debit your account at another financial institution and pay your account with us. This is ideal for regular savings or making loan payments with us. You can arrange this by contacting us.

### **32.2 Periodic Payments – Insufficient Funds**

In the event of insufficient funds being available for a Periodic Payment, the account will be checked for five consecutive working days. After this time, if there are still insufficient funds available, the payment will not be made

and a fee for insufficient funds may be charged. A fifth rejection may result in cancellation of the authority.

If there are insufficient funds in your account when the payment is due, we may transfer sufficient funds from another account or accounts held in your name to allow payment of the Periodic Payment, but we are under no obligation to do so. Any fees applicable to withdrawals from an account from which the transfer was made will apply as normal.

### **32.3 Stopping or Altering a Periodic Payment**

You can stop or alter the amount or payment date of a Periodic Payment by contacting us (you will need to provide identification) or via Internet Banking. You must provide the following details of the payment to be stopped:

- payee;
- amount of the Periodic Payment; and
- the date from which you want the payment to be stopped.

Cancellations and alterations to Periodic Payments must be advised before the next due date.

We may cancel a Periodic Payment authority in the event of five rejections due to insufficient funds.

### **32.4 Direct Debits – Insufficient Funds**

If you have authorised a third party to debit your account directly, and there is not enough money in your account when the payment is due, a fee for insufficient funds may be charged. If there are insufficient funds in your account when the payment is due, we may transfer funds from another account or account(s) held in your name(s) if sufficient funds are available there to allow payment of the Direct Debit. However, we are under no obligation to do so. Any fees applicable to withdrawals from an account from which the transfer was made will apply as normal..

### **32.5 Posting, Altering and Cancelling a Direct Debit**

If you have quoted your membership number to the third party, your first payment will debit an account according to a posting priority determined by us from time to time.

Details of this posting priority may be obtained from us and we recommend that you do so before organising a Direct Debit using your membership number. The posting priority may result in the payment not debiting your preferred account, and may also result in the payment debiting a joint account. We will be able to change the Direct Debit to another account or cancel the Direct Debit as directed by you in the future. To ensure a Direct Debit is directed to a particular account, you should use the relevant account number and not your membership number.

If you have quoted your account number to the third party:

- your payment will debit this nominated account;
- we will not be able to change the Direct Debit to another savings account; and;
- you will need to contact the third party to change the account to which the Direct Debit is processed.

You can cancel any Direct Debit at any time by advising us. However, to prevent the third party from attempting to continue to debit your account, you should also notify them of your request to cancel the Direct Debit.

If you tell us you wish to cancel only one of multiple payment arrangements associated with a single Direct Debit, we will advise you to establish a new facility for the payment arrangements you wish to maintain.

Cancellations to Direct Debits must be advised to us (or directly to the third party) at least three business days before the next due date of the Direct Debit. Cancellations to Direct Debits received will not take effect until the next business day.

If you have authorised a merchant or other third party to debit your account as a Direct Debit and the merchant or third party migrates the Direct Debit arrangement to PayTo, the Direct Debit arrangement will cease to be a Direct Debit and will instead be treated as a PayTo Payment Agreement (see clause 30.6 for more information about PayTo and Migrated Direct Debits).

### **32.6 PayTo**

This 'PayTo' clause applies in relation to your use or attempted use of PayTo and any PayTo Agreement that is created for an Account, and related PayTo Payments, if PayTo is available for your Account. See the Product Comparison Table – Features to determine whether PayTo is available for your Account.

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

### 32.6.1 PayTo definitions

In this 'PayTo' clause, the following definitions apply:

<b>Defined term</b>	<b>Definitions</b>
Mandate Management System (MMS)	The Mandate Management System (MMS) being a central, secure database of Payment Agreements operated by NPP Australia Limited.
Merchant	A merchant with which you have established, or would like to establish, a Payment Agreement
Migrated Direct Debits (Migrated DDRs)	A Payment Agreement created by a Merchant or Payment Initiator to process payments under an existing direct debit arrangement as PayTo Payments instead of through the direct debit system – see the 'Migration of Direct Debit arrangements' clause below.
Payment Initiator	An approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.
PayTo	The service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement.
PayTo Agreement or Payment Agreement	An agreement created by an approved Merchant or Payment Initiator in the Mandate Management Service by which you authorise us to make payments from your Account or a Migrated DDR.
PayTo Payment	An NPP Payment we make pursuant to a Payment Agreement.
Transfer ID	A unique identification number generated by the PayTo Service in connection with a request to transfer one or more Payment Agreements.

## 32.7 Creating a Payment Agreement

You can set up a Payment Agreement with a Merchant or Payment Initiator that offers PayTo as a payment option by providing the Merchant or Payment Initiator with a PayID you have created for your Account or the BSB and account number for your Account. You are responsible for ensuring that the PayID or BSB and account number you provide for the purpose of establishing a Payment Agreement are correct. Any personal information or data you provide to a Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.

If you agree to setup a Payment Agreement with a Merchant or Payment Initiator, they will create the Payment Agreement in the Mandate Management Service through their financial institution or payments processor and we will be notified.

After we receive notification that a new Payment Agreement has been created for your Account, we will notify you with the details of the Payment Agreement and ask you to confirm your approval of the Payment Agreement through our Mobile Banking App or through Internet Banking. You may approve or decline any Payment Agreement in your discretion and we will record whether you approved or declined the Payment Agreement in the Mandate Management Service.

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

If you tell us that you approve a Payment Agreement it will be active once we record your approval in the Mandate Management Service. Payment requests may be made by a Merchant or Payment Initiator immediately after you have approved a Payment Agreement so do not approve a Payment Agreement unless you are sure all the details are correct.

If you think the payment amount, frequency or any other detail presented in a Payment Agreement is incorrect, you should decline the Payment Agreement and contact the relevant Merchant or Payment Initiator to have them resubmit a new Payment Agreement with the correct details.

By approving a Payment Agreement, you:

- authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the Mandate Management Service;
- acknowledge that these details may be disclosed to NPP Australia Limited (who operates the Mandate Management Service) and the financial institution or

- payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and
- consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the Mandate Management Service as contemplated by the NPP Regulations and Procedures.

### **32.8 PayTo Payments**

The daily limit for PayTo transactions (for Personal or Business) is \$10,000.

To update your PayTo limits, please call us on 13 25 85 to assist you.

We will process payment instructions we receive from a Merchant or Payment Initiator in connection with a Payment Agreement only if you have authorised the associated Payment Agreement.

By authorising a Payment Agreement you instruct us to make PayTo Payments from your Account in accordance with the Payment Agreement each time a PayTo Payment is requested by the Merchant or Payment Initiator who is a party to the Payment Agreement or their financial institution or payment processor.

It is your responsibility to ensure you have sufficient funds in your Account to process each PayTo Payment. We are not required to make a PayTo Payment if there are insufficient cleared funds in your Account at the time the PayTo Payment is requested.

### **32.9 Amending a Payment Agreement**

A Payment Agreement may be amended by the Merchant or Payment Initiator from time to time.

If we are notified that a Merchant or Payment Initiator seeks to amend a Payment Agreement, we will notify you of the amendment through our Mobile Banking App or through Internet Banking and request that you approve or decline the amendment. You may approve or decline an amendment request presented for your approval.

We will promptly record whether you approved or declined the Payment Agreement amendment request in the Mandate Management Service. If you tell us that you approve an amendment request the amendment will be active once we record your approval in the Mandate Management Service. If you decline a Payment Agreement amendment request, the Payment Agreement will not be affected by the amendment request and will

continue as if the amendment request had not been submitted.

If you think the payment amount, frequency or any other detail presented in a Payment Agreement amendment request we provide to you for approval is incorrect, you should decline the amendment request and contact the relevant Merchant or Payment Initiator to have them resubmit a new amendment request with the correct details. We cannot change the details in an amendment request.

If you do not respond to a Payment Agreement amendment request within 5 calendar days it will expire and it will be treated as being declined by you.

You may instruct us to amend your name, PayID or BSB and account details in a Payment Agreement. Account details may only be replaced with a PayID or BSB and account number of an eligible Account you hold with us. If you wish to amend the Account details to refer to an account with another financial institution, you must cancel the Payment Agreement and contact the Merchant or Payment Initiator to create a new Payment Agreement with the new account details. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the detail of the Merchant or Payment Initiator, or another party.

### **32.10 Pausing or resuming a Payment Agreement**

You can pause a Payment Agreement, or resume a paused Payment Agreement, through our Mobile Banking App or through Internet Banking. We will promptly act on your instruction to pause or resume a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator who is a party to the Payment Agreement will be notified each time you pause or resume a Payment Agreement.

A Payment Agreement may also be paused or resumed by the relevant Merchant or Payment Initiator. We will notify you each time we are notified that a Payment Agreement is paused or resumed by the Merchant or Payment Initiator.

While a Payment Agreement is paused, we will not process any PayTo Payment requests we receive pursuant to the Payment Agreement. PayTo Payments will resume once a paused Payment Agreement is resumed.

**Warning!** Although pausing a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you

understand the consequences of pausing a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

### **32.11 Transferring a Payment Agreement**

It is not currently possible to transfer a Payment Agreement between accounts with us and accounts with another financial institution. If you want to change a Payment Agreement to an account with another financial institution, you must contact the Merchant or Payment Initiator to create a new Payment Agreement with the new account details.

### **32.12 Cancelling a Payment Agreement**

You can cancel a Payment Agreement at any time through our Mobile Banking App or through Internet Banking or by contacting us. We will promptly act on your instruction to cancel a Payment Agreement by updating the Mandate Management Service. The Merchant or Payment Initiator associated with your Payment Agreement will then be notified that you have cancelled the Payment Agreement.

A Payment Agreement may also be cancelled by the relevant Merchant or Payment Initiator. We will notify you through our Mobile Banking App or through Internet Banking if we are notified that a Payment Agreement is cancelled by the Merchant or Payment Initiator.

We will not process any PayTo Payment requests we receive from the Merchant or Payment Initiator pursuant to a Payment Agreement after it has been cancelled.

Warning! Although cancelling a Payment Agreement will stop related PayTo Payments being made from your Account, doing so may breach the terms of your agreement with the relevant Merchant or Payment Initiator or you may be required to make payment in some other way. We suggest that you ensure you understand the consequences of cancelling a Payment Agreement before you do so and, if necessary, contact the relevant Merchant or Payment Initiator.

### **32.13 Migration of Direct Debit arrangements**

If you have an existing Direct Debit arrangement with a Merchant or a Payment Initiator, the Merchant or Payment Initiator may choose to create a Payment Agreement for the Direct Debit arrangement to process payments as PayTo Payments instead of as Direct Debit payments.

If a Merchant or a Payment Initiator does this, you will be notified by them that your future payments will be processed from your Account through PayTo and you will then have the option of telling the Merchant or Payment Initiator that you do not consent.

If you do not advise the Merchant or Payment Initiator that you do not consent to your direct debit arrangement being migrated to PayTo, the Merchant or Payment Initiator may create a Migrated DDR Payment Agreement in the Migrated Management Service that reflects the terms of your Direct Debit service agreement and the Payment Agreement will be deemed to have been approved by you. We will not seek your approval of a Payment Agreement that relates to a Migrated DDR.

Once the Migrated DDR Payment Agreement has been created by the Merchant or Payment Initiator, you and the Merchant or Payment Initiator will be able to amend, pause and resume and cancel the Payment Agreement in the same way as any other Payment Agreement as set out above.

By permitting the creation of a Payment Agreement for a direct debit arrangement (by not contacting the Merchant or Payment Initiator and telling them that you do not consent), you:

- authorise us to collect, use and store your name and Account details and other details about you and the Payment Agreement from and in the PayTo Service;
- acknowledge that these details may be disclosed to NPP Australia (who operates the PayTo Service) and the financial institution or payment processor for the Merchant or Payment Initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your Account and for related purposes; and
- consent to us, other financial institutions and payment processors, NPP Australia Limited, Merchants and Payment Initiators using and disclosing such of your personal information as is contained in a Payment Agreement record in the PayTo Service as contemplated by the NPP regulations and procedures.

### **32.14 General PayTo obligations**

We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.

You must:

- ensure that you carefully consider any Payment Agreement creation request or amendment request made in response of your Payment Agreement and promptly respond to such requests;
- ensure that all information and data you provide to us or to any Merchant or Payment Initiator that is authorised to use PayTo is accurate and up-to-date;
- not use PayTo to send threatening, harassing or offensive messages to a Merchant, Payment Initiator or any other person;

- where we allow you to provide a payment description or reference in connection with a Payment Agreement you must ensure that it does not contain, refer to or link to:
  - any swearing, profanity or offensive, discriminatory, threatening or abusive content;
  - any information that is confidential or must be kept secret;
  - sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record and or health information);
  - anything which infringes the intellectual property rights of any person; or
  - anything which is illegal or seeks to promote illegal activity;
- comply with all applicable laws in connection with your use of PayTo;
- promptly consider, action and respond to any Payment Agreement creation request, amendment request or other notification we send you (if you use our Mobile Banking app we recommend that you allow push notifications from it on your device to ensure that you promptly receive and are able to respond to such requests and notifications in a timely way);
- immediately notify us if you no longer hold or have authority to operate the Account from which payments under a Payment Agreement you have approved or permitted to be created are being or are to be made;
- promptly notify us if you receive a Payment Agreement creation request or amendment request or become aware of PayTo Payments being processed from your Account that you are not expecting, or experience any other activities that appear suspicious, fraudulent or erroneous;
- promptly notify us if you become aware of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not authorised by you; and
- comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.

You are responsible for complying with the terms of any agreement that you have with the Merchant or Payment Initiator who is a party to a Payment Agreement (including any payment and notice giving obligations or termination requirements) and for dealing with the Merchant or Payment Initiator in relation to any concerns or complaints you have in relation to any goods or services relating to the Payment Agreement.

From time to time, we may request that you confirm that one or more of your Payment Agreements are accurate and up-to-date. You must promptly action and respond to any such request. If you fail to do so, we may pause the relevant Payment Agreement(s).

We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements if we reasonably suspect misuse, fraud or security issues. We will promptly notify you if we pause or cancel a Payment Agreement for these purposes but only if we are legally permitted to do so. You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason.

If you notify us of a PayTo Payment being made from your Account that is not permitted under the terms of your Payment Agreement or that was not authorised by you and submit a claim, we will acknowledge your claim within 1 business day and provide a formal response to your claim within 30 business days. If the claim is founded, we will refund the PayTo Payment to your Account.

### **32.15 Liability for PayTo**

To the maximum extent permitted by law, we will not be liable to you or any other person for any loss suffered as a result of:

- processing PayTo Payments under a Payment Agreement which you have approved or are deemed to have approved;
- you failing to properly consider or promptly respond to any Payment Agreement creation request or amendment request we send you;
- you failing to properly consider and action any notification we send you in relation to any Payment Agreement;
- you or a Merchant or Payment Initiator pausing, resuming or cancelling a Payment Agreement; or
- any delay or failure in respect of a Payment Agreement or a PayTo Payment being processed due to the unavailability or failure of the PayTo Service,

except to the extent such loss is caused by us failing to comply with our obligations relating to PayTo under these terms and conditions.

### 32.16 Quick Debit – Insufficient Funds

It is your responsibility to ensure that there are sufficient cleared funds available in your external financial institution account to allow a debit payment to be made in accordance with the Quick Debit authority.

If there are insufficient funds in your account held with an external financial institution to meet a debit payment:

- you may be charged a fee by your external financial institution;
- you may be charged a fee by us.

### 32.17 Posting, Stopping or Altering a Quick Debit

The debit limit per Quick Debit transaction is \$5,000.

The 'hold period' or number of clearance days for transfers is four days.

If the debit day falls on a day that is not a business day, we may direct your external financial institution to debit your account on the previous or following business day.

You can stop or alter the amount or payment date of a Quick Debit by contacting us (you will need to provide identification). Cancellations and alterations must be advised before the next due date.

## 33 Mobile App, Internet Banking and Telephone Banking

This section applies if you have registered for Mobile App, Internet Banking or Telephone Banking. The following table lists the accounts which can be accessed using these methods.

	Mobile and Internet Banking	Telephone Banking
Access Savings Account	✓	✓
Purple Transactor Account	✓	✓
Retirement Account	✓	✓
All-In-One Account	✓	✓
Mortgage Offset Account	✓	✓
monEsaver Internet Savings Account	✓	✓
Purple Bonus Saver Account	✓	✓
Community Account	✓	✓
BU Savings Account	✓	✓
Community Reward Account	✓	✓
Business Transaction Account	✓	✓
Bank Guarantee Facility Account	View Only	View Only
Term Deposits	View Only	View Only

	Mobile and Internet Banking	Telephone Banking
Salary Packaging Card	View Only	View Only
Meal Entertainment Card	View Only	View Only

✓ = Available x = Not available

View only access has limited functionality. For example, you can view the current balance and transaction history of the account but you will not be able to transfer funds between accounts, to other financial institutions or use BPAY.

Telephone Banking access on accounts requiring more than one account holder or signatory to sign is restricted to View Only.

Mobile and Internet Banking will be limited to 'view only' access if your account signing authority is 'two [or more] to sign'.

### 33.1 Features and Benefits

The Mobile App, Internet or Telephone Banking provides you with access to your accounts online or by phone.

The Mobile App allows you to access your accounts using your compatible smartphone or tablet, while Internet Banking is available through our website at [online.beyondbank.com.au](http://online.beyondbank.com.au)

Telephone Banking is available by calling the Account Information Line on 13 14 02 and use your telephone keypad to electronically conduct transactions or account enquiries on accounts you are authorised to operate.

By using the Mobile App, Internet or Telephone Banking you can:

	Mobile Banking	Internet Banking	Telephone Banking
Access your Digital Card	✓	✓	x
Check account balances	✓	✓	✓
Transfer money between accounts	✓	✓	✓
Transfer funds to an account at another financial institution	✓	✓	x
Schedule once-off or recurring transfers in advance	✓	✓	x
Transfer funds internationally	✓	✓	x
Increase or decrease your daily transaction limits	✓	✓	x
Pay your bills via BPAY	✓	✓	✓
Maintain regular transfers and Periodic Payments	✓	✓	x

	Mobile Banking	Internet Banking	Telephone Banking
Maintain PayTo agreements	✓	✓	x
Batch transactions for Business Banking and Community Customers	x	✓	x
Check your transaction history or interest details	✓	✓	✓
Get and view eStatements	✓	✓	x
Loan redraw	✓	✓	x
Apply for a loan and receive loan documents	x	✓	x
Digital card	✓	✓	x
Activate your card	✓	✓	x
Update card status	✓	✓	x
Register for or alter SMS – TEXT ME!	x	✓	x
Register for and manage Push Notification Alerts	✓	x	x
Register for email alerts	✓	✓	x
Register for Secure SMS	✓	x	x
Open new Accounts	✓	✓	x
Maintain your preferences	x	✓	x
Change your personal contact details	✓	✓	x
Change your password	✓	✓	✓
Change your Mobile Banking PIN or manage the device	✓	x	x
Send and receive secure messages	✓	✓	x
Register/deregister or synchronise token	x	✓	x
Maintain transaction limits*	✓	✓	x
Enable round2save	✓	x	x
Use Quick Transfer to move funds between predetermined accounts without logging in	✓	x	x

\*For PayTo limits, refer to section 30.8

✓ = Available x = Not available

### 33.2 Obtaining Access

You can apply for access to the Mobile App, Internet Banking or Telephone after you have obtained a Beyond Bank membership. Access for these services may be subject to meeting eligibility criteria and approval is at our discretion.

### 33.3 Access Codes

To use Internet Banking, you will need a password and for Telephone Banking you need an Access Code. A default password will be issued to you when we accept your registration for Internet Banking. You should change

the default password when you access the service for the first time. To use Mobile Banking you will need to download the app from the Apple App Store or Google Play. The first time you open the App and enter Mobile Banking you will be asked to:

- Enter your membership number and Internet Banking password
- nominate a device name for your device
- nominate your app PIN, and indicate whether you wish to use facial or fingerprint biometrics
- you will then need to enter an authentication code that you will receive via SMS
- enter your membership number and Internet Banking Access Code
- register a unique 4-digit PIN; and
- give your device a name.

Then you only need to use facial or fingerprint biometrics or your 4-digit PIN when logging into Mobile Banking in the future.

You may register more than one device to use Mobile Banking but only one user can be registered per device.

Please refer to Security Risks in Section 31.4 for guidelines on choosing a new Access Code or PIN.

You acknowledge and agree that:

- your membership number and Access Code or PIN or the facial or fingerprint biometrics registered on your device are the means by which you access, and we identify you, when you use the Mobile App, Internet Banking or Telephone Banking to transact, alter or make enquiries on your Account(s);
- we will, when the correct membership number and Access Code are quoted, accept instructions via the Mobile App, Internet Banking or Telephone Banking for transactions and authorisations on your Account(s);
- anyone using your membership number and password, Access Code or PIN or who has their facial or fingerprint biometrics registered on your device has access to, and may be able to conduct and authorise transactions on, your Account using the Mobile App, Internet Banking or Telephone Banking; and
- the use of Secure SMS or a Security Token will enhance the security of your access but is not a guarantee that no unauthorised access or unauthorised transactions will occur in relation to your accounts.

You authorise us to accept and act upon instructions given to us using your, or any signatory's, membership number and Access Code and, subject to these terms and conditions and the ePayments Code, all transactions and authorisations made shall be valid and constitute permissible debits, where applicable, to the relevant account(s).

We will not be liable in respect of any claims by you where a transaction or authorisation has been effected in accordance with such an instruction, even if the instructions have not been given by you or a person authorised on your behalf unless we know or reasonably suspect that the instruction is fraudulent.

You also acknowledge that:

- it is your responsibility to obtain and maintain any equipment (eg telephone, mobile phone or computer) and services which are necessary to safely use the Mobile App, Internet Banking or Telephone Banking (such as up-to-date operating systems and anti-virus software as appropriate);
- it is your responsibility to use other means of effecting transactions and obtaining information if, for any reason, you are unable to use the Mobile App, Internet Banking or Telephone Banking;
- we may, at our discretion, record by whatever means the transactions you make through the Mobile App, Internet Banking or Telephone Banking, and may use such records, amongst other things, for statistical purposes; and
- the Mobile App, Internet Banking or Telephone Banking services that are made available to you will be as determined by us from time to time.

### **33.4 Security Risks**

It is critical that you protect your Mobile App PIN, Internet Banking password or Telephone Banking Access Code, and safeguard yourself against unauthorised use of these banking services.

You may be liable for unauthorised use of your password, Access Code or PIN in accordance with the ePayments Code. You should gain an understanding of your liability and ways in which you can minimise the risk of a security breach.

#### **Guidelines for Ensuring Security in Mobile App, Internet Banking or Telephone Banking**

These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised transactions. Liability for such transactions will be determined in accordance with these terms and conditions and the ePayments Code.

- Change the default Internet Banking password as soon as you receive it.
- Make sure the password, Access Code or PIN does not represent your birth date, your membership number or a recognisable part of your name.
- If you keep a record of your Access Code or PIN:

- disguise it so it is not identifiable as an Access Code or PIN;
- never write it on anything which is kept with or near the telephone or computer, with your membership number, or in your mobile phone or tablet unless it is stored securely.
- Use care to prevent anyone overhearing or seeing your password, Access Code or PIN when you enter it.
- Always log off after using Mobile App or Internet Banking.
- Immediately report the loss, theft or unauthorised use of a password, Access Code or PIN to us.

### **33.4.1 Protecting Your Access Codes**

You must keep your Access Code and PIN confidential. You must not tell or show your Access Code or PIN to another person or allow it be seen by another person, including your family and friends.

When you change the Access Code or PIN, you must not select one which represents your birth date, membership number, a recognisable part of your name or a consecutive string of numbers (eg '1111'). If you do use an obvious Access Code or PIN, such as a name or date of birth, you may be liable for any losses which occur as a result of unauthorised use of the Access Code or PIN before notification to us it has been misused or has become known to someone else.

Do not record the Access Code or PIN or keep a record of it on anything which is kept with or near the telephone, computer, mobile phone or tablet unless reasonable steps have been taken carefully to disguise it or to prevent authorised access to that record.

You must take reasonable steps to prevent unauthorised access to your accounts by:

- taking steps to prevent another person hearing or observing you entering your Access Code or PIN; and
- always logging off Internet or Mobile Banking and exiting the Internet or Mobile Banking page before leaving the computer or mobile phone unattended.

### **33.4.2 Lost, Stolen or Misused Access Codes**

If you lose or forget your Mobile App PIN, Internet Banking password or Telephone Banking Access Code, or suspect or become aware that your password, Access Code or PIN is no longer confidential, you should immediately notify us by phone or, if outside our Contact Centre's operating hours, by email.

We will recognise the time and date your email was received by us as the official notification time of your loss of confidentiality of your password, Access Code or PIN.

On receipt of your notification, your password, Access Code or PIN will be cancelled and no transactions, authorisations or account enquiries will be permitted via Mobile App, Internet Banking or Telephone Banking until a new password, Access Code or PIN is used. If any transactions occur using your password, Access Code or PIN after you have told us that they have been compromised, you will not be liable.

For Internet or Telephone Banking, we will arrange for a replacement password or Access Code to be issued. For Mobile Banking you will need to register a new PIN by first using your membership number and Internet Banking password.

Alternatively, if you have access, you can immediately change your PIN via the Mobile App, Internet Banking password via [online.beyondbank.com.au](https://online.beyondbank.com.au). You can also update the status of your card to Lost or Stolen.

### **33.5 Transactions**

When we make a payment on your behalf we are not acting as your agent or the agent of the payee to whom the payment is directed.

We are not obliged to effect the transfer/ payment if you do not give us all the information requested, or if any of the information you give us is inaccurate.

If you ask us to effect a transaction and it is possible to effect it using more than one payment channel, we may choose which payment channel is utilised to effect that transaction unless we agree to or tell you we will use a particular payment channel.

Where you instruct us to make a transfer/payment using a PayID and we display the PayID Name registered to that PayID to you, you must ensure that the name reasonably represents the intended recipient before you confirm your instruction. You must cancel the instruction if the PayID Name that we display to you is not the intended recipient.

Where we allow you to provide one, you must ensure that any transaction reference or description you provide does not contain, reference or link to:

- any swearing or profanity, or any offensive, discriminatory, threatening or abusive content;
- any information that is confidential;
- sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a

- trade union, sexual orientation or practices, criminal record, or health);
- anything which infringes the intellectual property rights of any person; or
- anything which is illegal or seeks to promote illegal activity.

Where we reasonably consider it appropriate to do so, we may disclose the information you include in a transaction reference or description to appropriate law enforcement authorities or, in the case of personal information about another person, to the person to whom the personal information relates.

### **33.5.1 Processing transactions**

All transactions through the Mobile App, Internet Banking or Telephone Banking will generally be processed by us:

- if we effect the transaction as an Osko Payment, immediately and the funds will generally be available to the payee in near real time;
- if we effect the transaction as an NPP Payment (such as via PayTo) other than an Osko Payment, immediately and the funds will generally be available to the payee on the same day (depending on the recipient's financial institution); or
- otherwise:
  - on the same day, if you asked us to make the transfer/payment before our processing Cut-Off Time on any business day, Monday to Friday;
  - on the next business day, if you asked us to make the transfer/payment after our processing cut-off time or on a weekend, public holiday or non-Banking Business Day;and the funds will generally be available to the recipient on the Banking Business Day after the day we process the transfer/payment.

Future-dated transactions will be processed on the date requested, including future-dated BPAY transactions.

You must be careful to ensure that you enter transaction details carefully. Once a payment or transfer has been made, it will not be possible for us to stop or reverse the transaction, except as set out in these terms and conditions, and there are no "chargeback" rights (even if the transaction has been made from a credit card account or a Linked Account). If you transfer funds to another membership with us, or to an account at another financial institution, it is your responsibility to ensure that all details are correct. We are not liable for any dispute that may arise between you and the account owner as a result of such a transfer.

If we suspect a transaction to be unlawful or poses a potential risk to you or the Bank, such as in a case of suspected fraud, we may temporarily hold the payment

while we verify the legitimacy and compliance of the attempted transaction. Should we be unable to confirm the validity, the funds may be returned to you.

Please refer to terms and conditions for specific products that may qualify for bonus interest to understand the effect of end of day (as defined) on the last day of any month and how it may affect qualification for bonus interest.

### **33.5.2 Mistakes and issues with transfers or payments**

If you instruct us to make a transfer/payment and you later discover that:

- the amount you told us to transfer/pay was greater than the amount you needed to transfer/pay, you must contact the recipient/Biller to obtain a refund of the excess. If we processed the transfer/payment as an NPP Payment (using a PayID or via PayTo or Osko), we may be able to request that the funds, or just the overpaid amount, be returned on your behalf if you ask us to do so. However, the amount will not be returned to you unless the recipient consents to their financial institution returning the funds;
- the amount you told us to transfer/pay was less than the amount you needed to transfer/pay, you can make another electronic transfer/payment for the difference between the amount actually transferred/paid to the recipient/Biller and the amount you needed to transfer/pay;
- it was a Mistaken Internet Payment, we can assist in tracing the transfer/payment, but it may not be possible to recover the funds from the unintended recipient.

You should notify us immediately if you think that:

- you have made a mistake when making a transfer/payment;
- you did not authorise a transfer/payment that has been debited to your Account or you think a transfer/payment has not been processed in accordance with your instructions;
- you become aware that a transfer/payment made using a PayID from your Account was directed to an incorrect recipient; or
- you were fraudulently induced to make a transfer/payment.

Where we consider it appropriate and we are reasonably able to do so, we may request that the financial institution to which the funds were transferred returns the funds to us, on your behalf.

Where the transferred funds are returned to us, we will credit them to your account and make them available to you as soon as practicable.

You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur as a result of the return of funds to us where we have requested that a transfer/payment be returned on your behalf except to the extent caused by the negligence, fraud or misconduct of us as our employees or agents. We may debit any such loss, damage or cost to any of your accounts.

If, for any reason beyond our reasonable control, we delay, fail or are unable to complete a transaction or authorisation in accordance with your instructions, we are under no obligation to advise you, nor be liable for any loss or damage suffered by you as a result. We will, however, use our best endeavours to notify you of such delay, failure or inability either verbally or within our banking applications. Where we have processed a payment or transfer as an NPP Payment (including Osko Payments) you can see the status of the transaction on the Mobile App and in Internet Banking.

All payments or transfers are subject to sufficient funds being available in the account to meet such payments or transfers at the time the transaction is instigated or, in the event of future-dated transactions, at the specified future time.

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

- attempt to advise you of this; and
- credit your account with the amount of the payment (but only once any transferred funds are returned to us).

You should allow time for your request to be received and processed by your nominated payee. Payments by cheque may take a number of days for this to occur, and even electronic transfers may not be processed immediately by the receiving organisation.

Delays may occur in processing transactions where:

- we experience a services disruption which prevents us from processing transactions;
- we are required to delay processing a transaction in compliance with any applicable laws (including any laws relating to anti-money laundering and sanctions);
- you fail to comply with your obligations under these terms and conditions for any reason;
- the payee's financial institution or the payee fails to comply with their obligations or is experiencing a services disruption which prevents them from processing transactions;
- the payee's financial institution decides to delay processing; or
- we delay processing to investigate and review a transaction to ensure it is not fraudulent, illegal or

improper, or to confirm that it has been properly authorised by you.

Unless we act unreasonably, we will not be liable to you for any delay in relation to processing a transaction.

We will provide you with a transaction receipt/reference number each time you make a transaction. You should record this transaction receipt number and it should be quoted if you have any queries in relation to a particular transaction.

### **33.5.3 Internet Banking Security -- Two-Factor Authentication**

To help protect you against unauthorised use of Internet Banking, we require you to use Two-Factor Authentication in addition to your Internet Banking password. Using a Secure SMS code, a Security Token or the mobile phone VIP Access mobile app, a unique code is generated and must be input each time you use any of the following Internet Banking facilities:

	Two-Factor Authentication
BPAY payment	✓
Transfer funds to another membership	✓
Transfer funds to another financial institution	✓
Transfer funds to a different financial institution in another country	✓
Lodge a loan application or receive loan documents	✓
Managing eStatements	✓
Change personal details	✓
Secure SMS	✓
Open new accounts	✓
Add new payee(s)	✓
TEXT ME!	✓
Secure Messages	✓
Card Management	✓
PayTo	✓

Secure SMS will only apply for transactions to payees or Billers you have not previously paid via Internet Banking.

### **Secure SMS**

All customers with Internet Banking access are required to register for Secure SMS. However, if you do not wish to carry out any of the above transactions or activities, you will have the opportunity to opt out of using this function by selecting 'refuse registration' when prompted.

During the Secure SMS registration process, you will have the option to register:

- a mobile phone to receive a secure SMS code each time you perform a transaction or activity that is subject to two-factor authentication; or
- a home or business landline phone to receive a secure voice code each time you perform a transaction or activity that is subject to two-factor authentication.

Any customer who is unable to register either a mobile or landline phone to receive their secure code, via the Secure SMS facility, can apply for a Security Token which provides a similar one time secure code.

Once registered, you will be prompted to request a unique Secure SMS code and then enter the code sent to you when you perform certain transactions such as transactions to payees (including BPAY) that are not in your current payee list in Internet Banking. Not all transactions require two-factor authentication.

When requesting the secure SMS code, you will have the option to select a different phone number for receipt of the secure code from a selection of phone numbers that pre-populates from a listing we have recorded on your membership.

**You must never divulge to anyone else any Secure SMS code or other security code sent to you.**

### **Security Tokens**

This is the optional security facility for customers that are unable to register for the Secure SMS facility.

Security tokens can be in the form of the VIP Access mobile app or a lightweight hardware security device. Both produce a 6-digit secure code every 30 seconds. This secure code must be entered into Internet Banking each time you enter an area to perform a transaction or activity that is subject to two-factor authentication.

#### **33.5.4 Internet Loan Redraw**

If you have a loan account with us that permits redraw, you will be able to use Internet Banking or Mobile Banking to access the facility.

To use redraw you must:

- have a loan contract that states that a redraw facility is available on your loan;
- have sufficient funds available to redraw;
- redraw only the proportion of the available funds you may access at any one time and satisfy the minimum redraw amount as detailed in your loan contract;
- only transfer funds to a nominated account which is a savings account you have with us.

An amount equivalent to the next scheduled repayment for the loan cannot be redrawn from the in-advance amount.

Once you have accessed redraw, the terms and conditions of the loan contract will apply to the outstanding balance of the loan which will include the funds redrawn.

### 33.5.5 Batch Transactions

The Batch Transactions payment facility enables customers with eligible Business Banking or Community Accounts to use Internet Banking to create and process batch transactions, such as payrolls and Cemtex transactions. You can include the following as batch transactions:

	Transactions
BPAY	✓
Transfer money between accounts with us	✓
Transfer funds to an account at another financial institution	✓

To perform Batch Transactions you must:

- be registered for Internet Banking;
- be registered for Business or Community Banking Batch Transactions; and
- have either secure SMS or a Security Token.

Batch Transactions provide a number of access levels for Business Banking and Community Customers, allowing multi-signature verification. Levels of access include View Only, Create and Update a Batch, Create Update and Approve a Batch, and Full Access which includes Submitting a Batch.

You also have the option of receiving an email advice for Batch Transaction confirmation and processed transactions, including failed transactions.

Daily transaction limits apply for all transfers and BPAY batch transactions. Daily transaction limit information is located in Part C –section 26.

Batch Transactions processed via uploading an ABA (or 'Cemtex') file provided by your accounting software, will appear as a single transaction on your statement.

## 33.6 Other Internet Banking Services

### 33.6.1 Lending Applications

Internet Banking allows you to submit a loan application with the security of Secure SMS or Security Token authentication. The loan application will pre-populate with certain information such as name, address and contact details, thus saving you time.

To submit a loan application in Internet Banking you must:

- be registered for Internet Banking;

- be registered for either Secure SMS or Security Token second tier security;
- provide us with the relevant consents required under the *Privacy Act 1988 (Cth)*.

### **33.6.2 eStatements**

If we give you an Account statement as an eStatement, we will make it available for you to access in the Mobile App and Internet Banking instead of sending you a paper statement to your postal address.

The eStatement, along with other information and notices that would normally accompany a paper statement, will be provided in a PDF format and can be viewed, saved and printed from your Mobile App or Internet Banking. We will send you an email when your eStatement is available to view.

To receive eStatements you must:

- be registered for the Mobile App or Internet Banking;
- be registered for either Secure SMS or Security Token;
- have provided a preferred email address and agree to inform us if that email address changes; and
- have a current PDF viewer to view eStatements.

Historical eStatements will be retained for seven years from the statement date.

### **33.6.3 Email Alerts**

Email alerts allow you to have a receipt emailed to your nominated email address confirming transactions (including transfers and BPAY payments performed in the Mobile App or Internet Banking).

To receive email alerts you must:

- be registered for the Mobile App or Internet Banking
- have provided a preferred email address.

By logging in to the Mobile App you can:

- enable or disable this functionality;
- change your preferred email address within Internet Banking for receipt of email alerts; and
- select an email alert for different transaction types.

### **33.6.4 Open a New Account**

The Mobile App and Internet Banking allow you to create a new deposit account from products as defined by us from time to time. To create the new account(s) from your Mobile App or Internet Banking you must:

- be a Personal Customer;
- be registered for the Mobile App or Internet Banking; and
- be registered for either Secure SMS or Security Token two factor authentication.

If opening a Purple Transactor Account you can also add a Visa Debit card to the account.

### **33.6.5 Increasing and Decreasing your Transaction Limits**

The Mobile App and Internet Banking allow you to increase and decrease your own daily transaction limits for internal transfers, external transfers and BPAY transactions. At our discretion and where reasonably practicable, you may increase your daily limit to \$20,000. To change these limits you must:

- be registered for the Mobile App or Internet Banking; and
- be registered for either Secure SMS or Security Token two factor authentication.

You may be required to speak to us first to increase these limits.

For PayTo limits, refer to section 30.8.

If you increase your daily limit, your liability for unauthorised transactions may increase.

### **33.7 Our Liability**

The ePayments Code allows you to claim consequential damages resulting from a malfunction of a system or equipment provided by any party to a shared electronic network, however caused. If you should reasonably have been aware that a system or equipment provided by any party was unavailable or malfunctioning, our liability may be limited to correcting any errors, and refunding any fees or charges.

### **33.8 Mistaken Internet Payments**

#### **33.8.1 Application**

This section applies to Mistaken Internet Payments where:

- you report a Mistaken Internet Payment to us as the sending financial institution; or
- we, as the receiving financial institution, are notified by a sending financial institution that funds have been credited to your account as the result of a Mistaken Internet Payment by its customer.

It does not apply to BPAY or PayTo payments.

The receiving financial institution is the financial institution which has a customer who received the payment, and the sending financial institution is the financial institution which has a customer who made the payment.

#### **33.8.2 Notifying Us of a Mistaken Internet Payment**

If you find that you have made a Mistaken Internet Payment, you should notify us as soon as possible. You can notify us by sending a secure message in your Mobile App or Internet Banking, calling 13 25 85, or visiting any branch. Any delay in reporting the Mistaken Internet

Payment may impact on our ability to recover the funds for you.

### **33.8.3 Investigating Your Claim of a Mistaken Internet Payment**

Once we receive your request we will investigate whether a Mistaken Internet Payment has been made. We will also send you an acknowledgement of the request, with the reference number assigned.

If we are satisfied that a Mistaken Internet Payment has been made, we will send a request to the receiving financial institution for the return of these funds. If we are not satisfied a Mistaken Internet Payment has occurred, we are not required to take any further action. We must act reasonably when making a decision. However, we will notify you of our decision in writing.

If we send a request to the receiving financial institution, but they are not satisfied that a Mistaken Internet Payment has occurred, the receiving financial institution may choose to seek their customer's consent to return the funds to you. If consent is provided, and the receiving financial institution returns the funds to us, we will return the funds to you as soon as practicable after we have received them. However, if consent is not provided, or the receiving financial institution does not return the funds to us, we will not return any funds to you.

If we, and the receiving financial institution, are satisfied that a Mistaken Internet Payment has been made, but there are insufficient funds available in the account of the unintended recipient, the receiving financial institution is responsible for using its best endeavours to recover the funds (eg facilitating payment by instalments). However, if the receiving financial institution is unable to recover the funds, you will be liable for any losses you incurred from the Mistaken Internet Payment.

We will notify you of the outcome of our investigation into your reported Mistaken Internet Payment in writing within 30 days of the outcome of your request.

### **33.8.4 Process for Recovering Mistaken Internet Payments When We Are the Sending Financial Institution**

The following table summarises the obligations of the receiving financial institution once we have reported the Mistaken Internet Payment to them. The process for recovering a Mistaken Internet Payment varies depending on when you notify us.

<b>Time when you notify us of the Mistaken Internet Payment</b>	<b>Obligation of receiving financial institution after we request return of funds</b>
Within 10 business days of the payment.	<p>Investigate whether a Mistaken Internet Payment has occurred and, if satisfied, withdraw the funds from the unintended recipient's account and return the funds to us.</p> <p>This process must be completed within 5 business days if practicable, up to a maximum of 10 business days.</p>
Between 10 business days and 7 months of the payment.	<p>Complete investigation as to whether a Mistaken Internet Payment has occurred within 10 business days of receiving our request to return the funds.</p> <p>If satisfied a Mistaken Internet Payment has occurred:</p> <ol style="list-style-type: none"> <li>i. prevent their customer from withdrawing funds to the value of the Mistaken Internet Payment for a further 10 business days;</li> <li>ii. notify their customer that it will withdraw these funds from their account, unless they can establish an entitlement to the funds within 10 business days from the day the restriction was placed on the funds.</li> </ol> <p>If no substantiated entitlement is established, return the funds to us within 2 business days of the end of the 10 business day period during which their customer was prevented from withdrawing the funds.</p>
More than 7 months after the payment.	<p>Complete investigation as to whether a Mistaken Internet Payment has occurred and seek the consent of the unintended recipient to return the funds.</p> <p>If the unintended recipient consents to the return, funds must be returned to us within 2 business days of that consent.</p> <p>If the unintended recipient does not consent or respond, no further action is required.</p>

### **33.8.5 Recovered Funds**

If we receive funds back from an unintended recipient we will return them to your account as soon as practicable.

### **33.8.6 Process for Recovering Mistaken Internet Payments When We Are the Receiving Financial Institution**

When we are notified by a sending financial institution that you have received funds into your account from a Mistaken Internet Payment by their customer, we will act in accordance with the obligations of the receiving

financial institution described in this section on Mistaken Internet Payments.

### **33.9 Confirmation of Payee**

The Confirmation of Payee service allows you to confirm the account name of the BSB and account number you want to make a payment to.

For a payment using a BSB and account number, it is your responsibility to ensure the account name, BSB and account number you want to pay to is correct. The Confirmation of Payee service may provide you with a view on the likelihood that the account name you enter matches the account. If the Confirmation of Payee service response indicates that the details do not look right, you should check the account details with the intended recipient before proceeding with the payment.

You must not misuse the Confirmation of Payee service in breach of these terms and conditions. We may limit or suspend your use if we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activities that might cause you or us to lose money.

We will ensure your Account Details are accurately recorded by us for the use of the Confirmation of Payee service.

You acknowledge and authorise:

- us to use and disclose your Account Details in the Confirmation of Payee service; and
- payers' financial institutions to use your Account Details for the purposes of the Confirmation of Payee service and prior to making payments to you.

To the extent your Account Details and the use of your Account Details constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Act 1988 (Cth), you acknowledge and agree that you consent to that disclosure, storage and use.

You may opt-out of the Confirmation of Payee service in some circumstances. Please contact us to discuss your situation.

Notwithstanding opt-out of the Confirmation of Payee service, you acknowledge and authorise us to confirm, disclose, store and use your Account Details through the Confirmation of Payee service to government agencies for the purposes of making a payment to you by government agencies.

You may provide alternative names to be recorded on your Account in some circumstances. Please contact us if you wish to do so.

### **34 BPAY®**

This section applies when you use the BPAY service.

®Registered to BPAY Pty Ltd ABN 69 079 137 518

#### **34.1 Features and Benefits**

BPAY is a digital payment facility that enables you to pay bills that bear the BPAY logo:

- via the Mobile App or Internet Banking; or
- over the telephone using the Account Information Line on 13 14 02.

#### **34.2 Security Risks**

Although we take all precautions with respect to BPAY transactions, the security of electronic funds transfer transactions can never be guaranteed. Particularly in electronic mediums such as the Mobile App and Internet Banking, there is always a risk of interception of data by a rogue or hacker.

We will attempt to make sure that your BPAY payments are processed promptly by participants in BPAY, and you must tell us promptly if:

- you become aware of any delays or mistakes in processing your BPAY payment;
- you did not authorise a BPAY payment that has been made from your account; or
- you think that you have been fraudulently induced to make a BPAY payment.

If you think that the security of your Access Product has been compromised you must notify us immediately.

If you believe an unauthorised BPAY payment has been made and your Access Product uses an Access Code, you should change that code.

We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

#### **34.3 Using BPAY**

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

Unless you are advised otherwise, you may use BPAY only to make payments from your Account.

When you tell us to make a BPAY payment, you must tell us:

- the Biller's code number (found on your bill);
- your Customer Reference Number (eg your account number with the Biller);
- the amount to be paid;

- the date for payment; and
- the account from which the amount is to be paid.

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

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

You acknowledge that:

- we are not required to effect a BPAY payment if you do not give us all the information or if any of the information you give us is inaccurate;
- third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to, and use of, BPAY; and
- the receipt by a Biller of a mistaken or erroneous payment does not and will not constitute, under any circumstances, part or whole satisfaction of any underlying debt owed between you and that Biller.

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the BPAY terms and conditions or acted negligently or fraudulently under this agreement.

We will advise you if and when other:

- transactions can be made using BPAY; or
- mediums can be used to access BPAY.

### **34.3.1 Processing of BPAY Payments**

A BPAY payment instruction is irrevocable. With the exception future-dated payments, you cannot stop a BPAY payment once you have instructed us to make it, and we cannot reverse it.

We will treat your BPAY payment instruction as valid if, when you give it to us, you use the correct Access Product.

A BPAY 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; or
- otherwise, on the next Banking Business Day after you direct us to make it.

Notwithstanding this, the BPAY payment may take longer to be credited to a Biller if:

- you tell us to make a BPAY payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day;

- the day after you instruct us to make the BPAY payment is not a Banking Business Day;
- if another participant in BPAY does not process a BPAY payment as soon as they receive its details; or
- a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

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

- advise you of this;
- credit your account with the amount of the BPAY payment; and
- take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

You may be charged a fee if your BPAY payment cannot be processed by a Biller. Please refer to the Fees and Charges booklet for full details.

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) when making a BPAY payment or if you did not authorise a BPAY payment that has been made from your account.

If you notify us that a BPAY payment made from your account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY payment allowing us to obtain information about your account with that Biller as is reasonably required to investigate the 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 payment.

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

- the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
- the amount you paid was less than the amount you needed to pay, you can make another BPAY payment for the difference between the amount you actually paid and the amount you needed to pay.

### **34.3.2 Future-Dated Payments**

You may arrange BPAY payments up to 60 days in advance of the time for payment. If you use this option you should be aware that:

- you are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, sufficient available credit for that purpose;

- if there are insufficient cleared funds or insufficient available credit, the BPAY payment will not be made and you may be charged a dishonour fee;
- you are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly;
- you should contact us if there are any problems with your future-dated payment;
- you must contact us if you wish to cancel a future dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY payment on or after that date. You may be charged a fee to cancel a future-dated payment. Refer to our Fees and Charges booklet for full details.

### 34.3.3 Refusing BPAY Payment Directions

You acknowledge and agree that:

- to protect you or us from a legitimate risk we, acting reasonably, may refuse for to give effect to any direction you give us in respect of a payment to be made via BPAY; and
- we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

### 34.3.4 Consequential Damage

We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

## 35 Push Notification and SMS Alerts

This section applies if you have registered for Push Notifications within the Mobile App, or SMS alerts (TEXT ME!) within Internet Banking.

The following accounts are available for Push Notifications and SMS alerts (TEXT ME!).

Access Savings Account	✓
Purple Transactor Account	✓
Retirement Account	✓
All-In-One Account	✓
Mortgage Offset Account	✓
monEsaver Internet Savings Account	✓
Purple Bonus Saver Account	✓
Community Account	✓
BU Savings Account	✓
Community Reward Account	✓
Salary Packaging Account	✓
Meal Entertainment Account	✓

Business Transaction Account	x
Bank Guarantee Facility Account	x
Term Deposits	x

✓ = Available x = Not available

### 35.1 Features and Benefits

Push Notifications enable you to receive alerts from the Mobile App on your smartphone. Once registered, you have the option to turn off your previously registered SMS Alerts.

TEXT ME! is an alternative service available within Internet Banking and the Mobile App that enables you to obtain information about your accounts via SMS to your specified mobile phone number for a fee.

### 35.2 Event-Triggered Alerts

Using Push Notifications or SMS alerts (TEXT ME!) will result in an alert being sent when one of the following occurs on your account(s) or card:

	Push Notification <sup>1</sup>	TEXT ME! SMS Alert <sup>2</sup>
Electronic credit	✓	✓
Direct Debit	✓	✓
Account Balance Update	✓	✓
Scheduled Balance	✓	x
ATM Withdrawal	✓	x
Card Alert – payWave	✓	x
Card Alert – eftpos Purchase	✓	x
Contactless Payment Transaction	✓	x
Threshold for card Transactions	✓	x
Payment Due	✓	x
Payment Overdue	✓	x
Negative Balance	✓	x
Failed NPP Transaction	✓	x
New Secure Message	✓	x
New Device Registration	✓	x
Osko Payment Received	✓	x
Osko Payment Failed	✓	x

✓ = Available x = Not available

<sup>1</sup>You can elect to receive Push Notification Alerts during set times or, alternatively, 24/7.

<sup>2</sup>Event triggered SMS alerts (TEXT ME!) are sent 7 days a week between 7:00am and 10:00pm Central Standard Time. If one of the above listed events occurs on your account out of these hours, the information will be sent to you once the service resumes operation.

We only provide one alert per Push Notification or SMS alert (TEXT ME!). If you would like to receive multiple account balances or a combination of Event Triggered Alerts, you must arrange these separately.

Push Notification settings can be enabled or disabled in your Mobile App at any time, while SMS alerts (TEXT ME!) can be enabled or disabled via your Mobile app, Internet Banking or by phoning 13 25 85.

### 35.3 On Demand

You can obtain important account information on demand via SMS. You simply create an SMS message, type the relevant code and send it from your specified mobile phone number to 0428 132 585. You will then receive a SMS containing your requested information.

The following table lists the information you can receive on demand and the corresponding codes:

Information Required	Code
Balance	B or b
Transaction history	T or t
Transaction history – credits only	TXC or txc
Transaction history – debits only	TXD or txd
Interest earned/paid request on your account(s)	I or i
Contact Centre contact details	H or h

On demand SMS requests are available at anytime and must be sent individually.

### 35.4 Reliance on Push Notifications and SMS Alerts

You should not rely entirely on these methods for your balance and transaction histories. It is important that you use these tools in conjunction with your Mobile App or Internet Banking and regularly check your account statements.

We undertake to make all reasonable efforts to ensure that Push Notification and SMS alert (TEXT ME!) services are available to you at all specified times and that information about your account(s) is accurate and current. However, we are not liable for:

- the unavailability of Push Notifications or SMS alerts (TEXT ME!) in whole or in part;
- delays or errors in the execution of instructions or requests for information caused by the communication network, ancillary equipment, our computer systems, service providers or any other circumstance.

We accept no liability to you for any loss you suffer as a result of any such problem Push Notifications or SMS (TEXT ME!).

Please notify us immediately if you believe there is a problem with Push Notifications or SMS alerts (TEXT ME!).

### **35.5 Changes to Alerts**

We may change the Event Triggered Alerts and on demand services offered to you through Push Notifications and SMS alerts (TEXT ME!) from time to time. Information about the services currently available through Push Notifications and SMS alerts (TEXT ME!) is available by visiting our website or by contacting us.

### **35.6 Security and Privacy**

Push Notification and SMS Alerts (TEXT ME!) are only available on accounts in which you have an ownership interest, not on accounts for which you are only a signatory.

When you register for Push Notifications or SMS alerts (TEXT ME!), you are authorising us to send account information to your specified mobile phone number or registered smartphone device. The content of the Push Notification or SMS alert (TEXT ME!) messages sent to you by us may contain information about your account balances and transactions that you may like to keep private. Once we have sent a SMS to your specified mobile phone number, we have no control over who can access this information.

SMS messages are not deemed to be secure. If you have concerns about this, you should not register for the TEXT ME! service.

#### **Guidelines for Keeping Your Account Information Secure**

There are some steps you can take to help keep your account information secure. It is recommended that you endeavour to:

- Keep your mobile phone in a secure and safe place at all times;
- Safeguard your mobile phone from being accessed inappropriately;
- Delete TEXT ME! messages from your mobile phone once you have obtained your information; and
- Inform us immediately if your mobile phone is lost or stolen or if your mobile phone number has been disconnected, changed or suspended.

### **35.7 SMS Messages Sent Overseas**

When you take your mobile phone overseas and you do not cancel your registration for SMS alerts (TEXT ME!), it is then assumed that we are authorised to send your account information outside Australia, using transmission equipment outside Australia that may store your information.

### **35.8 Push Notification and TEXT ME! Alert Costs**

In addition to the transaction fee for each SMS alert (TEXT ME!) message, your telecommunications provider

may charge you for sending and receiving SMS messages.

There are no transaction fees associated with Push Notifications. For TEXT ME! please refer to our Fees and Charges booklet.

### **36 Personal Cheque Facility**

**Note:** Beyond Bank has ceased the availability of Personal Cheque Facilities.

Any cheques will be unable to be presented from 17 May 2024. Any cheques presented after this date will be dishonoured

### **37 Corporate Cheques**

**Note:** Beyond Bank has ceased the availability of Corporate Cheque Facilities.

Any cheques will be unable to be presented from 17 May 2024. Any cheques presented after this date will be dishonoured

### **38 Liability for EFT Transactions**

This section applies to EFT Transactions.

#### **38.1 Your Liability for Authorised Transactions**

You are liable for all transactions carried out by you, any signatory or anybody carrying out a transaction with your consent, regardless of when the transactions are processed to your Account.

You are liable for any mistaken BPAY payment for which you or any signatory are responsible if we cannot recover the amount from the person who received it within 20 Banking Business Days of attempting to do so.

#### **38.2 Malfunction**

You will not be responsible for any loss you suffer because an EFT Terminal or BPAY accepted an instruction but failed to complete the transaction.

If there is a breakdown of, interruption to or malfunction of the Telephone or Internet Banking systems, any EFT Terminal or the BPAY system and you should have been aware that the terminal or system was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your account and refunding any fees or charges imposed on you as a result.

#### **38.3 Your Liability for Unauthorised Transactions**

You are liable for all transactions and other losses caused by unauthorised use of an Access Product or an unauthorised EFT Transaction unless the losses arise out of:

- unauthorised transactions where it is clear that neither you nor any signatory have contributed to the loss;

- the fraudulent or negligent conduct of our employees or agents, any organisation involved in the provision of the system or service, or any Merchant or Biller;
- any forged, faulty, expired or cancelled card, PIN, Access Code or Access Product;
- unauthorised transactions that occurred after you had notified us, as required by these terms and conditions, of the loss, theft, or unauthorised use of a card, PIN or Access Code, or that the security of your PIN or Access Code had been breached;
- transactions that require a card, PIN or Access Code to use the Access Product that occurred before you received that card, PIN or Access Code;
- transactions that can be made using a card but do not require a PIN or Access Code if you unreasonably delay reporting the loss or theft of a card.
- the same transaction being incorrectly debited more than once to the same account; or
- the failure of the security measures we employ in our Telephone and Internet Banking to prevent unauthorised or fraudulent access to nominated accounts.

In addition, you will not be liable if the loss arises after we have received your request in writing or phone to terminate access to Internet or Telephone Banking.

You will be liable for any loss of funds arising from any unauthorised transaction on your Account if the loss occurs before you notify us or the Card Hotline (in the case of a card) that your card has been misused, lost or stolen, or that your PIN or Access Code has been misused, lost or stolen or has become known to someone else, and we prove, on the balance of probabilities, that you or a signatory contributed to the loss through:

- fraud, failure to look after and keep your PIN or Access Code secure in accordance with these terms and conditions, or your extreme carelessness in failing to protect the security of your PIN or Access Code; or
- unreasonably delaying notifying us or the Card Hotline (in the case of a card) of the misuse, loss or theft of your card, PIN or Access Code, or of your PIN or Access Code becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time you notify us or the Card Hotline (in the case of a card).

However, you will not be liable for:

- the portion of the loss that exceeds any applicable daily or periodic transaction limits on your nominated accounts;

- the portion of the loss on your Account which exceeds the balance of that account (including any prearranged credit); and
- losses incurred on any Account which you had not agreed with us could be accessed using the Access Product.

If a PIN or Access Code is required to perform the unauthorised transaction and you have not contributed to the loss, your liability for any loss of funds, if the loss occurs before you notify us or the Card Hotline (in the case of a card) that the card, PIN or Access Code has been misused, lost, stolen or used without your authorisation, is the least of:

- \$150;
- the balance of your Account, including any prearranged credit; and
- the actual loss at the time you notify us that your Access Product has been lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Product or your account).

If, in cases not involving EFT Transactions, your card or PIN is used without authority, you are liable for that use before notification to us or the Card Hotline of the unauthorised use, up to your current daily withdrawal limit.

Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.

### **39 Replacement Copies of Documents, Statements and Other Information**

If you should need replacement copies of documents that we hold, such as account statements or contracts, at your request, we will send you a replacement copy of any of the following documents relating to a product or facility you have, or have had, with us:

- a loan application
- a contract (including terms and conditions, and details of interest rates and fees and charges)
- a mortgage or other security documents
- an account statement, and
- a notice we have previously given you about us exercising our rights (unless the notice was issued more than two years before the discharge or termination of the contract to which the notice is related)

This does not apply to documents we are no longer legally required to retain.

## 39.1 How Long Will It Take For Us To Provide Replacement Documents

If a replacement copy of a document is requested, we will provide it to you:

- within 14 days if the original came into existence 1 year or less before you make the request, and
- within 30 days if the original came into existence more than 1 year but less than 7 years before you make the request.

If for some reason we are unable to provide a document within these timeframes, we will advise you in writing, together with the expected timeframe for providing the document. Documents may be provided in the form of a computer generated record.

## 40 Definitions

In this Product Guide:

'Access Code' means the Verification Code you use to access Telephone Banking.

'Access Product' means a method authorised by us for your use and accepted by us as authority to access your account and includes, but is not limited to, any combination of a card, account number, card number, expiry date or PIN and password.

'Account(s)' means an account we establish in your name.

'Account Details' means our record of your Account containing Account details including BSB, account number, account name, your full legal account name, any other name you prefer us to use and Account activity.

'Available Balance' means any funds lodged in your Account and any unused overdraft or other agreed credit facility made available for your Account. It does not include:

- deposits received but uncleared in accordance with our policy;
- interest accrued but not credited; or
- deposits in transit.

'Banking Business Day' means any day which is not a Saturday, Sunday or public holiday in Melbourne or Sydney.

'Beyond Bank ATM' means a Beyond Bank branded ATM that is operated by us.

'Biometrics' refers to the use of Fingerprint/TouchID or facial recognition to log into the Mobile App.

'Biller' means an organisation which tells you that you can make bill payments to them through BPAY.

'BPAY' means the electronic payment scheme called BPAY Payments operated in co-operation between Australian

financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or internet access or any other Access Product as approved by us from time to time.

'BPAY Payment' means a payment transacted using BPAY.

'Business customer' means an individual or business that opens an account with us predominantly for business purposes and not for personal use.

'Business Banking' means the products and services available to Business customers.

'Card' means a Visa Debit card or Visa Prepaid card issued to you or any signatory by us.

'Community Bonus Payment' means the annual donation made by us to eligible community groups and not-for-profit organisations.

'Confirmation of Payee' means the service which enables you to confirm the account name of the BSB and account number you want to make a payment to.

'Contactless Payment' means a purchase transaction performed at a Merchant Terminal using a Visa payWave card, you conduct without swiping or inserting your card or entering a PIN.

'Cuscal' means Cuscal Limited ABN 95 087 822 455.

'Cut Off Time' means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day. At present the cut off time is 5:30pm Australian Eastern Standard Time or Australian Eastern Daylight Saving Time, as the case may be.

'Day' means a 24 hour period commencing at midnight Australian Eastern Standard Time or Eastern Daylight Saving Time, as the case may be.

'Digital Card' means a digital Visa Debit card, Visa Prepaid card, Visa Credit card we issue to you or any Additional Cardholder to access your Linked Account, the details of which will be identical to the details of your Physical Card.

'Direct Debit' means the debiting of funds from your account electronically by an external party through direct entry.

'eftpos' means Electronic Funds Transfer at Point of Sale. Eftpos transactions include transactions completed by using the PIN option at a point of sale merchant terminal after selecting either the Cheque or Savings account option, or using contactless payment option where the merchant has chosen to route the transaction via the eftpos payment network.

'EFT System' means the shared system under which EFT Transactions are processed.

'EFT Terminal' means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with a card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine and point of sale terminal.

'EFT Transaction' means an electronic funds transfer instructed by you or any signatory through Electronic Equipment using a card and/or PIN or other details provided on the card, such as the card number and expiry date, but not requiring a manual signature.

'Electronic Equipment' includes, but is not limited to, a computer, a television, a telephone and an EFT Terminal.

'end of day' in respect of any day means the time we treat as being the end of the day for the purposes of our end of day transaction processing on your account. At present this is no earlier than 10.00pm Australian Eastern Standard Time, or Australian Eastern Daylight Time, as the case may be

'Linked Account' means your Account(s) which you link to a card, and includes any overdraft or line of credit which you may attach to your Linked Account.

'Merchant' means a retailer or any other provider of goods or services.

'Mistaken Internet Payment' means a payment by a 'user' (as defined by the ePayments Code):

- through a 'pay anyone banking facility' (such as our 'Make Payment' facility), and processed by two ADIs which have subscribed to the ePayments Code through direct entry, where funds are paid into the account of an unintended recipient 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 identifier; or
- that is an NPP Payment which, as a result of the user's error, is directed to the wrong account.

'NPP' means the New Payments Platform owned and operated by or for NPP Australia Limited.

'NPP Payment' means a transfer of funds cleared and settled through the NPP (including Osko Payments).

'Osko' means the Osko payment service provided by BPAY Pty Ltd.

'Osko Payment' means a transfer of funds processed using Osko.

'Password' means the word or sequence of numbers and/or letters nominated by you for identification purposes when using Internet Banking.

'PayID' means a unique identifier which has been created in the NPP PayID service and can be used for the purpose of making and receiving NPP Payments.

'Periodic Payment' means the automatic debiting of funds from your account electronically and sending of those funds to another account or an external party.

'Personal Customer' means an individual who opens an account with us predominantly for private or personal purposes, and not for business purposes.

'Physical Card' means a physical Visa Debit card, Visa Prepaid card, Visa Credit card we may issue to you or to any Additional Cardholder to access your Linked Account, the details of which will be identical to the details of your Digital Card.

'PIN' means the personal identification number you or any signatory use with a card when giving an instruction through Electronic Equipment or an iPhone, iPad or smartphone to access Mobile Banking.

'Quick Debit' means the electronic debiting of funds from your account at another financial institution and depositing of those funds to an account with us.

'Signatory' means any person you have authorised to operate your Account including, without limitation, any person nominated by you to whom we have issued an additional card to access your Linked Account(s).

'SMS' means Short Message Service.

'Specified Mobile Phone Number' means the mobile phone number you provide to us when you register for TEXT ME!

'Verification Code' means the sequence of numbers nominated by you for identification purposes such as when using Telephone Banking.

'VIP AccessMobile Access' means a free, downloadable application available to customers with web-enabled mobile phones for the purpose of Internet banking security –two-factor authentication.

'Visa card' means a Visa Debit and Visa Prepaid card issued to you or any signatory by us.

'Visa Debit card' means the Visa Debit card issued to you or any signatory by us.

'Visa Prepaid card' means a Salary Packaging and Meal Entertainment card issued to you or any signatory by us.

'Visa purchase' means a purchase transaction using a Visa card completed by pressing credit at the terminal or

using contactless payment where the transaction has not been routed through the eftpos payment network.

'You' and 'Your' mean any person or persons in whose name an account is opened.

'Your Account' means your account with us.

'We', 'Our', 'Us' and 'the Bank' mean Beyond Bank Australia Ltd ABN 15 087 651 143 AFSL/Australian Credit Licence 237856.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

#### **41 Inconsistencies**

A clause in these terms and conditions does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make a clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, the 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.





# Getting in contact:

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