

ACCOUNT ACCESS OPTIONS PRODUCT DISCLOSURE STATEMENT



**Bankstown City
Credit Union**



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This Product Disclosure Statement (PDS) provides information to help you make an informed decision on what Account Access and Payment Options best suit your needs.

Bankstown City Credit Union Limited

ABN 40 087 649 769

AFSL 238355

Date 8 December 2011

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Bankstown City Credit Union Limited.

CONTENTS

IMPORTANT INFORMATION 4

SECURITY RISKS 6

DISPUTE RESOLUTION 7

MEMBER CARE STATEMENT 7

TERMS & CONDITIONS 8

HOW TO CONTACT US FOR MORE INFORMATION 32

Bankstown City Credit Union offers a wide range of access options to allow members maximum flexibility in accessing their funds when and where they need to do so, to transfer funds, make purchases and pay bills.

The following table shows which access options are available to account holders.

	Internet Banking	Mobile Banking	Phone Banking	BPAY
MoneyMax Access	✓	✓	✓	✓
MoneyMax Deeming	✓	✓	✓	✓
MoneyMax Offset	✓	✓	✓	
MoneyMax eMiser	✓	✓	✓	✓
SUPER eSAVER	✓	✓	✓	✓
TD Call				
MoneyMax Online Plus +	✓	✓	✓	✓
MoneyMax T Series	✓ #	✓ #	✓ #	
Overdraft (Unsecured)	✓	✓	✓	✓
Overdraft (Secured)	✓	✓	✓	✓
Mortgage	✓ ^*	✓ ^*	✓ ^*	
Car Loan	✓ *	✓ *	✓ *	
Personal Loan	✓ *	✓ *	✓ *	

check balance only

* redraw access (where applicable).

^ credit only transfers to loan accounts under same membership

The following details features of our access options:

	Internet Banking	Mobile Banking	Phone Banking	BPAY
24 Hour Access	✓	✓	✓	✓
Link to Overdraft	✓	✓	✓	✓
Password/PIN access protection	✓	✓	✓	✓
Second factor protection	✓			✓*
Commission payable to BCCU by 3rd parties	✓	✓	✓	✓
Free transactions	✓	✓	✓	✓
Future date transactions	✓ #			✓ #
BPAY	✓ #	✓ #	✓ #	
Electronic delivery of bills & statements by nominated billers				✓ ^#
Transfers between accounts	✓	✓	✓	
Check balances	✓	✓	✓	

* if accessed via Internet Banking

^ via BPAY View

except TD Call

IMPORTANT INFORMATION

When attempting to use any of these payment or access options, you must always ensure your account contains sufficient cleared funds to cover your proposed transaction.

Failure to have sufficient clear funds may lead to your proposed transaction being denied, and may lead to you being charged fees, not only by the Credit Union, but also by third parties.

PHONE BANKING

- All Phone Banking transactions are FREE
- You must have a Touch-tone phone to use Phone Banking.

A QUICK GUIDE FOR EASY USE OF PHONE BANKING

Note: First time users must call 02 9707 6000 for details

- ▶ Dial Phone Banking 02 9707 6000
- ▶ Press 1 to access the Phone Banking Service
- ▶ Key in your membership number followed by *
- ▶ Key in your access code followed by *

Press	1	For balances of all your savings, loan and investment accounts
	2	BPAY payments
	3	For last 5 transactions on an account
	4	To transfer funds between selected accounts
	5	To order a statement
	6	For loan application enquiries
	7	To change your phone banking access code
	8	To access another membership
	9	To transfer call to a Member Relationship Officer

Any Problems/queries, phone 02 9707 6000

INTERNET BANKING

- All Internet Banking transactions are FREE

A QUICK GUIDE FOR EASY USE OF INTERNET BANKING

1

Note: First time users first must call 02 9707 6000 for details

Go to www.bccu.com.au or www.moneymax.com.au and click on Internet Banking “Log On”

- ▶ Use your default password to login, then select a new password of 4-8 numbers or letters
- ▶ Select three icons, to serve as the second factor of identity authentication

2

Choose an Internet Banking option from the menu bar to:

- ▶ Get account information
- ▶ Transfer funds
- ▶ Pay bills using BPAY or BPAYView
- ▶ Options, including accessing email messages from the Credit Union, and changing password/icon

Any queries/problems, phone 02 9707 6000

MOBILE BANKING

- All Mobile Banking transactions are FREE

A QUICK GUIDE FOR EASY USE OF MOBILE BANKING

1

Note: First time users first must call 02 9707 6000 for details

Go to: m.bccu.com.au

- ▶ Use your default password to login, then select a new password of 4-8 numbers or letters
- ▶ Choose a Mobile Banking option from the menu bar to:

- 1** Account Balances
- 2** Transaction Listing
- 3** Internal Transfer
- 4** External Transfer
- 5** BPAY

Any queries/problems, phone 02 9707 6000

BPAY

- Future date bills up to 60 day - set and forget
- Only one call to Phone Banking or one log-on to Internet Banking to pay multiple bills
- The BPAY facility also offers BPAY View which is a scheme through which you can receive or access bills or statements electronically from participating billers nominated by you by opening an email sent to you whenever a bill or statement is received by us or by accessing our Website
- You must have a Touch-tone phone or Internet facility to use BPAY.

SECURITY RISKS

While these access options give members the opportunity to more easily access their savings, they come with certain risks:

INTERNET BANKING, MOBILE BANKING, PHONE BANKING AND BPAY

There are ways in which you can minimise the risk of a security breach:

- Use care to prevent anyone seeing the details you enter to access Internet Banking, Mobile Banking and Phone Banking;
- Do not use all or part of your name, your Redicard/VISA Card PIN, the same digits or consecutive numbers when selecting your password.
- Do not record your password anywhere near the access point (computer or telephone), your transaction details such as statements or your membership identifiers such as your Redicard, Visa Card or Membership card.
- Only use secure access points – avoid public places where your password/access code may be compromised. In the case of Internet Banking, you should use only a secure computer that is regularly and frequently scanned for viruses, Trojans, etc. You should never attempt to access Internet Banking via a shared computer (eg internet café) – security cannot be assured.

- Change any password/access code at regular intervals;
- Never reveal any password/access code to anyone;
- Never write any password/access code down;
- Ensure the credit union has your current email address so that you receive any transaction confirmations;
- Immediately notify us of any change of address: and
- Inform us immediately if you become aware of unauthorised use of any one of your Access Codes or of the loss or theft of a record of any of your Access Codes or if you suspect that any of your Access Codes have become known to someone else.

DISPUTE RESOLUTION

Bankstown City Credit Union has its own internal dispute resolution procedures.

These procedures deal with any disputes concerning this product or its associated features. Complaints can be made to the Credit Union's Disputes Officer by phoning, faxing, writing or emailing the Credit Union. We recommend that you first raise your concern at the Credit Union or Call Centre by asking to speak to a Manager.

External dispute resolution procedures are also available to you, as the Credit Union is a member of The Credit Union Disputes Resolution Centre. This is an approved external disputes procedure as required by the Australian Securities and Investments Commission.

Please refer to our Member Service Guide for further details.

MEMBER CARE STATEMENT

Please read your PDS and its Terms and Conditions carefully. Always retain a copy of all PDS documents for future reference

Your Member Service Guide also contains general terms and conditions applicable to all Credit Union products and services.

TERMS & CONDITIONS

INTERNET BANKING AND MOBILE BANKING TERMS AND CONDITIONS OF USE

1 INTRODUCTION

Detailed below are the Terms and Conditions, which apply to your access, and use of our Internet Banking and Mobile Banking.

Please read the Terms and Conditions carefully. If you do not understand any part of these Terms and Conditions, please contact Bankstown City Credit Union on (02) 9707 6000.

The Terms and Conditions and accompanying information operate in conjunction with any other legal rights held by us or you. We strongly recommend that you keep a copy of these Terms and Conditions as they contain information that could be important to you in the future.

Your use of Internet Banking and/or Mobile Banking signifies your acceptance of these Terms and Conditions.

2 DEFINITIONS

- **Access Codes** – An access code means your an initial entry password provided by Bankstown City Credit Union.
- **Account** – Any savings investment or Loan account held by you with Bankstown City Credit Union.
- **Ancillary Equipment** – Any equipment as specified by us that you would require using an electronic banking service.
- **Communication Network** – The communication network(s) through which we make electronic banking services available to you from time to time.
- **Electronic Banking Services** – Means any service we offer from time to time through a communication network to enable you to receive information from us and transmit instructions to us electronically concerning your accounts with us and other matters we specify from time to time.
- **Icons** – Means the three icons chosen by you, which, used in conjunction with your membership number and password, gives you access to full Internet Banking functionality.
- **Internet Banking** – Bankstown City Credit Union's Internet Banking service you access by visiting our website.
- **Mobile Banking** - Bankstown City Credit Union's Mobile Banking service you access by visiting our website using a 'phone or other communication device with internet browsing capability. In some cases, it may be necessary to download "enabling" software.

- **Password** – The confidential alphanumeric code chosen by you, used in conjunction with your membership number gives you access to Internet Banking and Mobile Banking.
- **You** and **Your** – Any references in these Conditions to ‘you’ and ‘your’ includes a reference to any third party authorized by you to access and/ or operate your account(s) through the Internet Banking and Mobile Banking services in respect of your account(s) and for failure on the part of any such third party to observe these Terms and Conditions.
- **Written Notice** – Notice delivered on paper and does not mean notice delivered by email.

3 ELIGIBILITY

All members of Bankstown City Credit Union are eligible to access information about their account/s by using Internet Banking and Mobile Banking once they have registered to use the service and have subsequently been issued with an initial entry password. .

Access will be available to accounts in the name of companies, businesses, trusts, partnerships, clubs and companies, single and joint accounts.

Access to funds transfer and bill payment options are not available to those accounts where multiple (two or more) signatures are required to transact on the account.

4 EQUIPMENT

It is your responsibility to:

- Obtain and maintain any equipment such as personal computer, modem, ‘phone or other communication device with internet browsing capability, software (collectively ‘the equipment’) and any connections which may be necessary to access Internet Banking and Mobile Banking.
- Ensure equipment is checked regularly for viruses.
- Take all reasonable steps to protect the security of the equipment and the privacy of your information.
- Exercise reasonable care to prevent unauthorized access to the equipment you use for accessing Internet Banking and Mobile Banking.
- Not leave the equipment unattended while you have a Internet Banking or Mobile Banking session open.

5 PASSWORD

To access Internet Banking and/or Mobile Banking for the first time you will need Bankstown City Credit Union to provide you with an initial entry password (access code) – ring (02) 9707 6000.

When you use the initial entry password to access the service for the first time you will be required to select a new alphanumeric password. The new password you select can be between four and eight characters in length and must contain both alpha and numeric characters. In addition, you will be asked to select three icons which serve as the second factor of authentication for Internet Banking access.

Only one password can be recorded per membership notwithstanding that it may be a joint membership.

You must keep your password secret and take steps to prevent its unauthorised use. You should not allow any unauthorised person to watch you enter or hear your password.

We recommend that you do not use all or part of your name, your Redicard/Visacard PIN, the same digits or consecutive numbers when selecting your password. We also advise that you do not record your password anywhere near the equipment, your transaction details such as statements or your membership identifiers such as your Redicard, Visa Card or Membership card.

It is highly recommended that you change your password at regular intervals. You may change your password whenever you desire.

What to do if your password is lost or stolen

You must inform us as soon as possible if you become aware of unauthorised use of any one of your Access Codes or of the loss or theft of a record of any of your Access Codes or if you suspect that any of your Access Codes have become known to someone else. Internet Banking and Mobile Banking customers, please telephone us on (02) 9707 6000 at any time.

If you unreasonably delay notifying us, your possible loss as a result of unauthorised transactions on your accounts may increase.

Who pays for unauthorised use of your Access code

You are not liable for unauthorised use that:

- Occurs before you have received the password that we provide or before you have established your password, or
- Takes place after you tell us that any of your Access Codes have been misused, lost or stolen or have become known to someone else. Please telephone us on (02) 9707 6000 at any time.

6 BILL PAYMENT AND TRANSFERS

Internet Banking and Mobile Banking is available for enquiries and transactions specified by the company from time to time.

Access to funds transfer and bill payment options are not available to those accounts where multiple (two or more) signatures are required to transact on the account.

You may suspend access to funds transfer and/or bill payment options at any time by contacting Bankstown City Credit Union.

Post dated payments that do not fall on a business day will be processed on the next business day.

Transfers cannot be made to or from Term Investments and loan accounts can only have funds transferred to them.

If you schedule funds transfers, Bankstown City Credit Union will only effect these on the due date where sufficient cleared funds are available in your nominated account when the company processes the transfer.

Transfers made to another financial institution will be made to the BSB and account number you provide. Any error in entering these details may result in a transfer being made to an incorrect payee, or the transfer not being made at all.

The Credit Union does not check that the BSB and account numbers are accurate. The Credit Union is not responsible for any inaccuracy in instructions given by you.

The Credit Union is not responsible for the information the payee receives in relation to the transfer.

If the Credit Union is advised by the payee's financial institution that the transfer has been unsuccessful, we will advise you of the same, however this may take up to 2 weeks, sometimes longer, depending on the other financial institution.

Note: A maximum of \$2,500 per membership can be transferred in any one day unless the Credit Union agrees otherwise. Please telephone or contact our main office on (02) 9707 6000 if you would like to amend this amount.

What should you do if you think we have made a mistake?

Contact us as soon as possible if you think:

- There has been a mistake in a transaction made through an Electronic Banking Service;
- Information received through an Electronic Banking Service is wrong.

If we dispute your claim but are unable to resolve the dispute immediately, we will indicate to you the time needed to investigate your claim. We will

report to you as soon as possible and generally within 10 business days, giving you the reasons for our decision.

If we find an error in your account, we will promptly correct the error, adjust interest and charges to the account accordingly and tell you. If we conclude from our investigations that no error has occurred, you may ask us to:

- Review our investigation;
- Give you a copy of the material on which we based our decision.

Note: We cannot give you material which may breach a confidence, legal duty or obligation or which may adversely impact on security. If you are not satisfied with our answer, we will advise you of other avenues of dispute resolution available to you.

7 OUR COMMITMENT TO YOU

Bankstown City Credit Union will make every effort to ensure that Internet Banking and Mobile Banking is available to you 24 hours a day, 7 days a week, but we are not responsible for any breakdown or interruption in the service due to circumstances beyond our control.

Bankstown City Credit Union will endeavor to ensure that information it makes available to you through the service is, as far as practicable, up to date and correct.

Transactions made through Internet Banking and Mobile Banking will generally be processed immediately but may be processed on the next business day.

Bankstown City Credit Union is not responsible for the unavailability of Internet Banking and Mobile Banking in whole or part or for delays or errors in the execution of any transaction due to problems with the communication, network, ancillary equipment, or the company's computer system or any other circumstances.

Bankstown City Credit Union is not liable for the failure of Internet Banking and Mobile Banking to perform in whole or in part any function that the company has specified it will perform.

Bankstown City Credit Union is not liable for any loss or damage if an Internet Banking and/or Mobile Banking transaction is delayed, is not affected or is in error for any reason.

8 YOUR LIABILITY

A receipt number will be issued for transfers and bill payment transactions performed using Internet Banking and Mobile Banking.

We advise that you record all Internet Banking and Mobile Banking transactions for checking against your regular account statement.

You are liable for all transactions carried out by you or by anyone carrying out a transaction with your authority, knowledge or consent, regardless of when the transaction is processed to your account.

You are liable (and where membership is in joint names you are jointly and severally liable) for all transactions and other losses caused by unauthorised use, subject to the clause below.

9 LIMIT OF YOUR LIABILITY

You will not be liable for unauthorised operations on an account for which the correct membership number and password are used if you were in no way responsible for the member number account type and password becoming known to an unauthorised user provided:

- You notify Bankstown City Credit Union immediately (by email or calling 9707 6000 after hours) you become aware or suspect that an unauthorised operation has taken place;
- You check your account statements as soon as you receive them for unauthorised operations; and
- You provide all necessary assistance and co-operation with regard to any investigation of the circumstance giving rise to the unauthorised transaction. You may cancel or suspend your access to Internet Banking and/or Mobile Banking at any time by giving Bankstown City Credit Union written notice;

Bankstown City Credit Union may suspend your access to Internet Banking and/or Mobile Banking with or without notice if the company considers a security issue has arisen, which requires further investigation;

Bankstown City Credit Union may terminate your Internet Banking and/or Mobile Banking access at any time by writing or emailing to you at the address last recorded on the company's system;

Bankstown City Credit Union reserves the right to cancel, discontinue or withdraw Internet Banking and/or Mobile Banking service/s without notice.

10 FEES AND CHARGES

- Bankstown City Credit Union reserves the right to introduce and vary fees and charges for Internet Banking and/or Mobile Banking transactions and use of the service.
- Bankstown City Credit Union may debit fees and charges with all Government Taxes, duties or charges from your account. If at any time there are insufficient funds in your nominated account we are authorized to debit any other of your accounts with the Bankstown City Credit Union.
- Bankstown City Credit Union will advise you of any change to fees and charges by no later than the day the change takes effect. The company will advise you of any new fees and charges or increase in your obligations at least 30 days prior to the change.
- Details of any fees and charges applicable are available on request from the Credit Union, or on the fees and charges section of the Bankstown Credit Union website.

11 CHANGES TO THE TERMS AND CONDITIONS

Notice of any changes to these terms and conditions and/or fees and charges will be advised to you by any one or more of the following ways:

- Individual notice by separate letter;
- Notice on the Bankstown City Credit Union website; or
- Email advice to the email address last advised by you and recorded on our system by no later than the day the change takes effect and at least 30 days before the change takes effect where the changes to the Fees and Charges may increase your obligations to the Credit Union. You may at any time request in writing that we withdraw your access to the service. You will remain responsible for any transactions made on your account using the service until the request has been received and processed by us.

BPAY

1 DEFINITIONS

- **Access Method** – means a method authorised by us for your use and accepted by us as authority to make a BPAY Payment and to access your Account and includes, but is not limited to, any combination of a card, an Account number, card number, expiry date, PIN and password, but does not include a method which requires your manual signature.
- **Account/s** – means any account which we agree you may access for the purpose of effecting BPAY Payments.
- **Banking Business Day** – means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
- **Biller** – means an organisation who tells you that you can make bill payments to them through BPAY.
- **BPAY** – means the electronic payment scheme called BPAY 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 Method as approved by us from time to time.
- **BPAY Payment** – means a payment transacted using BPAY.
- **BPAY Pty Ltd** – means BPAY Pty Limited ABN 69 079 137 518, Level 6, 1 York Street, Sydney NSW 2000, telephone (02) 8252 0500.
- **CUSCAL** – means Cuscal Limited ABN 95 087 822 455, of Level 1, 1 Margaret Street, Sydney NSW 2000.
- **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 by BPAY. In addition, references to:
 - “we”, “us” or “our” are references to us, Bankstown City Credit Union through which you have elected to gain access to BPAY; and
 - “you” or “your” are references to you, the Account holder(s) in respect of the Account from which you instruct us to make BPAY Payments.

2 CREDIT UNION CODE OF PRACTICE

The relevant provisions of the Credit Union Code of Practice apply to these Terms and Conditions.

3 ELECTRONIC FUNDS TRANSFER CODE OF CONDUCT AND CREDIT UNION CODE OF CONDUCT

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct and the Credit Union Code of Conduct where those codes apply to your use of BPAY.

4 SECURITY BREACHES

(a) 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.

(b) If you think that the security of your Access Method has been compromised you should notify us immediately by phoning 02 9707 6000 at any time.

(c) If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card.

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

5 USING BPAY

(a) We are a member of BPAY. We will tell you if we are no longer a member of BPAY.

(b) BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.

(c) Unless you are advised otherwise, you may use BPAY only to make payments from the Account.

(d) 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 and the Account from which the amount is to be paid.

(e) You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 5(d) or if any of the information you give us is inaccurate.

(f) We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made.

(g) 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.

(h) You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.

(i) You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

6 PROCESSING OF BPAY PAYMENTS

(a) A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in condition 7) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.

(b) We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.

(c) 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 - for these errors see clause 6(g)) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.

(d) 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; and
- otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.

(e) Notwithstanding this, a delay may occur processing a BPAY Payment if:

- there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
- you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day; or
- a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

(f) 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.

(g) 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 wished 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 wished to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you wished to pay.

7 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:

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

(b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY Payment will not be made and you may be charged a dishonour fee.

(c) You are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly.

(d) You should contact us on 02 9707 6000 if there are any problems with your future-dated payment.

(e) 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.

8 BPAY TRANSACTION LIMITS

(a) We may limit the amount of BPAY Payments you may make on any one day.

(b) If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions.

(c) We will advise you of all such transaction limits.

9 REFUSING BPAY PAYMENT DIRECTIONS

You acknowledge and agree that:

(a) we may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY; and

(b) 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.

10 ACCESS METHOD SECURITY GUIDELINES

This clause will apply if your Access Method uses a secret code such as a PIN or password. You must look after your Access Method at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.

(a) You must not write a code on, or carry it or keep a record of it with any other part of your Access Method or on or with the one article unless you have taken reasonable steps to disguise the code or prevent unauthorised access to the record.

(b) You must not select a code which represents your birth date or a recognisable part of your name. If you do use an obvious code such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the code before you notify us that the code has been misused or become known to someone else.

(c) You must not tell or show the code to anyone else (including family and friends).

(d) You must not act with extreme carelessness in failing to protect the security of the code. In addition, you must comply with the security guidelines which apply to your Access Method.

We recommend that you:

- Use care to prevent anyone seeing the details you enter to access BPAY;
- Change any code at regular intervals;
- Never reveal any code to anyone;
- Never write any code down; and
- Immediately notify us of any change of address.

The guidelines above provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised BPAY Payments. Liability for such payments will be determined in accordance with clause 11 of these Terms and Conditions and the Electronic Funds Transfer Code of Conduct.

11 YOUR LIABILITY FOR BPAY PAYMENTS

(a) You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.

(b) If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.

(c) You are not liable for losses caused by unauthorised BPAY Payments:

(i) where it is clear that you have not contributed to the loss;

(ii) that are caused by the fraudulent or negligent conduct of employees or agents of:

- us;
- any organisation involved in the provision of BPAY; or
- any Biller;

(iii) relating to a forged, faulty, expired or cancelled Access Method;

(iv) resulting from unauthorised use of the Access Method:

- before you receive that Access Method; or
- after you notify us in accordance with clause 4 that your Access Method has been misused, lost or stolen or used without your authorisation; or

(v) that are caused by the same BPAY Payment being incorrectly debited more than once to your Account.

(d) You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:

(i) your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clauses 10(a), (b), (c) and (d);

(ii) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us. However, you will not be liable for:

(i) the portion of the loss that exceeds any applicable daily or periodic transaction limits;

(ii) the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or

(iii) all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.

(e) Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment and clause 11(d) does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:

(i) \$150;

(ii) the balance of your Account, including any prearranged credit; or

(iii) the actual loss at the time you notify us that your Access Method has been misused, 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 Method or your Account).

(f) 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.

(g) 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.

(h) Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct.

12 REVERSALS AND CHARGEBACKS

No chargebacks or reversals will be provided through the BPAY scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller including where the merchant may have failed to deliver the goods and services to you.

This clause operates with respect of BPAY Payments sourced from credit card accounts notwithstanding any statement to the contrary contained in any credit card scheme rules.

13 MALFUNCTION

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment.

In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY 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.

14 CONSEQUENTIAL DAMAGE

(a) This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

(b) 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.

15 RESOLVING ERRORS ON ACCOUNT STATEMENTS

(a) All BPAY Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited.

(b) You should check all entries on your Account statements carefully.

(c) If you believe a BPAY Payment entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:

- your name, Account number and card number (if any);
- the date and amount of the BPAY Payment in question;
- the date of the Account statement in which the payment in question first appeared;
- a brief and clear explanation of why you believe the payment is unauthorised or an error.

(d) If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.

(e) Within 21 days of receipt from you of the details of your complaint, we will:

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

(f) We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of 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 from you and you have been advised that we require such a response.

(g) When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct.

(h) If you are not satisfied with our decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, for instance, contact the Financial Ombudsman Service or any other dispute resolution body which we advise you from time to time. The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
GPO Box 3

MELBOURNE VIC 3001

Toll Free Call: 1300 78 08 08

Facsimile: (03) 9613 6399

Email: info@fos.org.au

Website: www.fos.org.au

(i) If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

(j) If we decide that you are liable for part or all of a loss arising out of unauthorised BPAY Payment, we will:

- give you copies of any documents or other evidence we relied upon in reaching this decision; and
- advise you in writing whether or not there was any system malfunction at the time of the payment complained of.

(k) If we fail to observe these procedures or the requirements of the Electronic Funds Transfer Code of Conduct when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

16 TRANSACTION RECORDING

It is recommended that you record all receipt numbers issued in respect of BPAY Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

17 TRANSACTION AND OTHER FEES

(a) We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:

- issuing your Access Method or any additional or replacement Access Method;
- using your Access Method;
- any BPAY Payment; or
- giving you access to BPAY; or
- any other service provided in relation to BPAY, including error corrections.

(b) We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.

(c) We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient funds in the relevant Account.

18 CHANGES TO TERMS AND CONDITIONS

(a) We may change these Terms and Conditions and BPAY fees and charges from time to time.

(b) We will give you at least 30 days before the effective date of change if the change to the Terms and Conditions will:

- introduce a new fee or charge; or
- vary the method by which interest is calculated or the frequency with which it is debited or credited.

(c) We will give you at least 20 days before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:

- increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
- increase your liability for losses;
- impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY; or
- make any changes to your Account(s) in respect of which the law requires that notice be given to you.

(d) We will give you notice of any other changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law, by:

- notices on or with periodic Account statements;
- direct written notice to you; or
- press advertisement in the national or local media.

(e) We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations.

(f) Information on our current interest rates and fees and charges is available on request.

(g) If you do not wish your daily limit on transacted amounts via BPAY to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.

(h) BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Terms and Conditions accordingly.

19 CANCELLATION OF BPAY ACCESS

(a) You may cancel your access to BPAY at any time by giving us written notice.

(b) We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these Terms and Conditions or the terms and conditions of your Account.

(c) We may cancel your access to BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.

(d) If, despite the cancellation of your access to BPAY, you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.

(e) Your access to BPAY will be terminated when:

- we notify you that your Access Method or the Account with us has been cancelled;
- you close the last of your Accounts with us which has BPAY access;
- you cease to be our member; or
- you alter the authorities governing the use of your Account or Accounts with BPAY access (unless we agree otherwise).

20 PRIVACY

(a) We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments and your use of BPAY View (where relevant).

(b) If you register to use BPAY and BPAY View (where relevant), we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:

(i) Billers nominated by you;

(ii) BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and

(iii) CUSCAL.

(c) You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 19(b).

(d) You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 19(b) by contacting them.

(e) If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment or to use BPAY View (where relevant).

21 MISCELLANEOUS

(a) These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the terms and conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms applicable to any of your Accounts or Access Methods, these BPAY Terms and Conditions will prevail.

(b) When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with the Credit Union. This is information which, as a subscriber to the Credit Union Code of Practice, we have agreed to make available to you.

(c) You agree that you will promptly notify us of any change of address.

(d) We may post all Account statements and notices to you at your registered address as provided for in our rules.

22 BPAY VIEW SPECIAL TERMS AND CONDITIONS

22.1 BPAY View is a scheme through which you can receive or access bills or statements electronically from participating Billers nominated by you by opening an email sent to you whenever a bill or statement is received by us with a link to our Website or by accessing our Website.

22.2 You need to register in order to use BPAY View. Call 02 9707 6000 to find out how to register or register at www.bccu.com.au

22.3 If you register with BPAY View, you:

(a) agree to our disclosing to Billers nominated by you:

(i) such as your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and

(ii) that an event in clause 22.4 (b), (c), (d), (e) or (f) has occurred;

(b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Website and any link to a bill or statement;

(c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under (a) above.

22.4 You may receive paper bills and statements from a Biller c. tell us if you are unable to access your email or instead of electronic bills and statements: our Website or a link to a bill or statement for any

(a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);

(b) if you or a Biller de-register from BPAY View;

(c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;

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

(e) if we are aware that you are unable to access your email or our Website or a link to a bill or statement for any reason, or

(f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.

22.5 You agree that when using BPAY View:

(a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:

(i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and

(ii) at the email address nominated by you;

(b) if you receive notification on our Website without an email then that bill or statement is received by you:

(i) when a notification is posted on our Website, whether or not you choose to access our Website; and

(ii) at our Website;

(c) bills and statements delivered to you remain accessible through our Website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;

(d) you will contact the Biller direct if you have any queries in relation to bills or statements.

22.6 You must:

(a) check your emails or our Website at least weekly;

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

(c) tell us if you are unable to access your email or our Website or a link to a bill statement for any reason; and

(d) ensure your mailbox can receive email notifications (eg it has sufficient storage space available).

22.7 BPAY View billing errors

(a) For the purposes of this clause 22.6, a BPAY View billing error means any of the following: If you have successfully registered with BPAY View:

(i) failure to give you a bill (other than because you failed to view an available bill);

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

(iii) giving a bill to the wrong person;

(iv) giving a bill with incorrect details;

If your BPAY View deregistration has failed for any reason:

(i) giving you a bill if you have unsuccessfully attempted to deregister from BPAY View.

(b) You agree that if a billing error occurs:

(i) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and

(ii) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.

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

HOW TO CONTACT US FOR MORE INFORMATION**Bankstown City Credit Union Limited**

Head office	64 Kitchener Parade Bankstown NSW 2200
Postal address	PO Box 3216 Bankstown Square NSW 2200
Phone	(02) 9707 6000
Fax	(02) 9707 6060
Email	info@bccu.com.au info@moneymax.com.au
Website	www.bccu.com.au www.moneymax.com.au
Phone Banking	(02) 9707 6000
BSB number	802 - 155

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ABN: 40 087 649 769 AFSL: 238 355
64 Kitchener Parade, Bankstown NSW 2200
Phone: 02 9707 6000 Facsimile: 02 9707 6060
Email: info@moneymax.com.au
Web: www.moneymax.com.au & www.bccu.com.au



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