

1. Internet Access

1.1. Ability to use Internet Access

You will only be able to use Internet Access in relation to a Home Loan or Line of Credit if we consent to you using that facility.

1.2 Services

The range of services available through Internet Access will be determined by us in our discretion from time to time. We may extend or reduce this range of services and will provide you with reasonable advance notice of any reduction in the range of services. To use Internet Access, you need an Access Code and a Customer Number. You can change your Access Code at any time subject to correctly quoting your current Customer Number.

We may from time to time and without notice to you:

- a) place limits on the number or amount of transactions, including limits of amounts per day, that can be made using Internet Access;
- b) change the software, system or equipment required to use Internet Access.

It is your responsibility to supply and maintain any equipment (such as a personal computer or modem) which may be necessary for you to use Internet Access.

1.3 Security of your Customer Number and Access Code

You must keep your Customer Number and Access Code secure. You must take all reasonable precautions to ensure that your Customer Number and Access Code are not misused. In particular, you must:

- a) ensure that your Customer Number and Access Code are not disclosed to any unauthorised person;
- b) not select as your Access Code any number which represents your birth date or any alphabetical code which is recognisable as part of your name;
- c) use care to prevent anyone else seeing your Customer Number and Access Code being entered when using Internet Access;
- d) keep your Customer Number and Access Code details separate and apart from each other;
- e) keep any record of your Customer Number and Access Code secure;
- f) not leave your computer unattended when you are using Internet Access; and
- g) once you have finished using Internet Access, close the browser, clear the cache and delete any temporary internet files on any personal computer which you share with another person.

If you do not take all reasonable precautions to ensure that your Customer Number and Access Code are not misused, you will be responsible for all transactions on any account whether or not they are authorised by you.

You must tell us as soon as possible if you know or suspect that your Customer Number or Access Code is known to an unauthorised person. You can notify us by telephoning us during our normal hours of operation. We can cancel any Customer Number or Access Code at any time and without notice to you if we believe either is being used in a way that can cause loss to you or us.

1.4 When you are liable for loss

If we can prove on the balance of probability that you contributed to the loss because you have not complied with clause 1.3, you are liable for losses from unauthorised transactions.

You are liable if the loss from unauthorised transactions resulted from any user:

- a) committing fraud;
- b) voluntarily disclosing their or your Customer Number and Access Code;

- c) acting with extreme carelessness in failing to protect the security of their or your Customer Number and Access Code.

1.5 What you are liable for

Where any of the circumstances in clause 1.3 apply, you are liable for all losses that occur before we are notified that you know or suspect that your Customer Number or Access Code is known to an unauthorised person.

Where none of the circumstances in clauses 1.3 and 1.4 apply and a password was required for the unauthorised transaction, you are liable for the least of:

- a) \$150;
- b) the balance of the accounts from which value was transferred in the unauthorised Internet Access and which we had agreed with you were accessible using Internet Access (including the applicable credit limits of the Loan Accounts); and
- c) the actual loss at the time that we are notified that your Customer Number or Access Code has been compromised (where relevant).

1.6 What you are not liable for

You are not liable for:

- a) any amount higher than the credit limit of the Loan Account;
- b) any loss incurred on any one day higher than the daily transaction limit of your account;
- c) any loss incurred in any period higher than the applicable periodic transaction limit;
- d) losses from accounts which we had not previously agreed were accessible using Internet Access.

1.7 When you are not liable

You are not liable for loss of funds if:

- a) unauthorised use took place before you received your Customer Number and Access Code; or
- b) unauthorised use took place after you informed us that your Customer Number or Access Code has been lost, stolen or used by someone without your authorisation;
- c) caused by any act, or fraudulent or negligent conduct of any of our employees or agents or a third party involved in networking arrangements;
- d) we have relied on your Customer Number or Access Code that has been previously cancelled or has expired;
- e) caused by the same transaction being incorrectly debited more than once to your Account.

1.8 Authorisation

You authorise us to act upon all instructions in relation to Internet Access given using your applicable Customer Number and Access Code. This means that you (or if there is more than one of you, any one of you) or anyone you provide your applicable Customer Number or Access Code to, can use Internet Access.

In addition, you will be liable for any use of Internet Access by that person including transactions on any account (even if that transaction is not authorised by you) or any failure by that person to observe this clause 1. You will be responsible for all transactions as though you made them yourself. We may, in our discretion and without notice to you, refuse to give effect to any instructions received in relation to Internet Access or (temporarily or permanently) suspend Internet Access. When instructions are given using Internet Access, those instructions cannot be stopped. You are responsible for ensuring that all instructions are correct.

When a transaction is made through Internet Access, the user may be provided with a transaction reference number. You should keep a record of this number and quote it to us if you have any queries.

1.9 Availability

If you are able to use Internet Access, it should be available at the times specified by us from time to time. However, we may withdraw or deny access to Internet Access without prior notice to you if, for any reason beyond our reasonable control, we are unable to provide the service or we reasonably suspect you or we may be subject to fraudulent activity. To the extent reasonably practical, we will give you prior notice before doing so and will take reasonable steps to reinstate the service. You can end the use of Internet Access at any time by giving us notice in writing. We can end your use of Internet Access at any time without notice to you.

Transactions made through Internet Access on any day may not be processed by us until the next Business Day.

1.10 Recording of transactions

Transactions made through Internet Access may be recorded for reasons of accuracy and security.

1.11 Liability

Subject to these Terms and Conditions and any rights that cannot be excluded by law, we are not liable for or in connection with any loss or damage suffered by you or any other person arising directly or indirectly from or in connection with the use of Internet Access. This includes loss or damage which may arise as a result of:

- a) inaccuracies, errors, omissions or delays in relation to Internet Access;
- b) the loss, modification, damage or destruction of hardware or software caused by computer viruses or program bugs or similar causes;
- c) unauthorised access to your account or any breach of security arising in relation to Internet Access;
- d) the failure of Internet Access to perform in whole or in part any function which we have specified it will perform;
- e) Internet Access being unavailable at any time or inaccessible from any location; and
- f) delays or errors in the execution of any transaction or instruction.

To the extent to which we are liable, then to the extent to which the law allows, our liability is restricted to re-supplying the services or the cost of re-supplying the services.

12. BPAY® SCHEME (BPAY is registered to BPAY Pty Limited ABN 69 079 137 518)

12.1 You will only be able to make BPAY Payments if we consent to you making such payments. If you can make BPAY Payments, they can only be made through Internet Access. Accordingly, you must also be able to use Internet Access (see clause 11) to make BPAY Payments.

12.2 If there is any inconsistency between clause 11 and this clause 12 in relation to the BPAY Scheme, this clause 12 will apply to the extent of that inconsistency.

12.3 The BPAY Scheme is an electronic payment scheme through which you can request us to arrange BPAY Payments on your behalf to Billers. We will notify you if we can no longer arrange payments through the BPAY Scheme.

12.4 We may from time to time, and without notice to you, place limits on the number and/or amount of BPAY Payments. BPAY billers and other financial institutions may impose additional restrictions.

12.5 When we arrange a BPAY Payment on your behalf, we are not acting as your or the Biller's agent.

12.6 You acknowledge that a mistaken or erroneous payment received by a Biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

12.7 We will treat a request to arrange a BPAY Payment as authorised by you if we receive the information referred to in clause 12.8.

12.8 To request us to arrange a BPAY Payment, the following information must be provided to us:

- a) your Access Code and Customer Number;
- b) the account or payment number which the Biller has advised you to use when making payments using BPAY (this is referred to as the customer reference number);
- c) the Account from which the payment is to be debited;
- d) the amount you wish to pay;
- e) the Biller code of the Biller you wish to pay (this can be found on your bill);
- f) authorisations from all Borrowers on the loan if your account is set up as "all to operate",
- g) and we may then debit your Account with the amount of the BPAY Payment.

You acknowledge that we will not be obliged to effect a BPAY Payment if we have not been provided with all of the above information or if any of the information given to us is inaccurate, or if there is insufficient cleared funds in your Account at the time you ask us to make the BPAY Payment.

12.9 When you (or, if there is more than one of you, any one of you) or anyone authorised by you gives instructions for a BPAY Payment, those instructions cannot be stopped.

20.10 You should notify us immediately if you become aware that you or anyone authorised by you has made a mistake when instructing us to arrange a BPAY Payment, or if you or anyone authorised by you did not authorise a BPAY Payment that has been made from your Account.

12.11 Subject to clause 12.23, Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- a) on the date you make that BPAY Payment, if you tell us to arrange the BPAY Payment before the payment cut-off time specified in clause 12.23 on a Banking Business Day;
- b) on the next Banking Business Day, if you tell us to arrange the BPAY Payment after the payment cut-off time specified in clause 12.23 on a Banking Business Day, or on a non-Banking Business Day; or
- c) on the day or next Business Day that you have nominated for a scheduled payment to take place.

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

- a) the request for us to arrange the BPAY Payment is made on a public holiday or bank holiday, or on a day which is not a Banking Business Day or after the payment cut-off time specified in clause 12.23 on a Banking Business Day;
- b) a Biller does not process a payment as soon as they receive its details or fails to comply with its obligations under the BPAY Scheme; or
- c) a financial institution participating in the BPAY Scheme or a Biller does not comply with its obligations under the BPAY Scheme.

12.13 Whilst it is expected that any delay in processing for any reason set out in clause 12.12 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

12.14 You must be careful to ensure that you tell us the correct amount you wish to pay. If you (or, if there is more than one of you, any one of you) or anyone authorised by you instructs us to arrange the BPAY Payment and you later discover that:

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

12.15 We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must tell us promptly if:

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

12.16 We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in clauses 12.17 to 12.20. However, except as set out in clause 12.17 to clause 12.20 and clause 12.27, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme. The longer the delay between when you tell us of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction.

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

12.18 If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you (or, if there is more than one of you, any one of you) or a person authorised by you but for which you (or, if there is more than one of you, any one of you) did not give authority, we will credit your Account with the amount of the unauthorised payment.

However, you must pay us the amount of that unauthorised payment if:

- a) we cannot recover, within 20 Banking Business Days of us attempting to do so, that amount from the person who received it, and
- b) the payment was made as a result of a payment direction which did not comply with both this clause 12 and the procedures for Internet Access in clause 1.

12.19 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence and that person refunds you the amount of the fraud-induced payment.

12.20 If a BPAY Payment falls within the type described in clause 12.18 and also clause 12.17 or 12.19, then we will apply the principles stated in clause 12.18. If a BPAY Payment falls within both the types described in clauses 12.17 and 12.19, then we will apply the principles stated in clause 12.19.

12.21 If you tell us that a BPAY Payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify any BPAY Payment if you do not give us this consent.

12.22 We may suspend your right to participate in the BPAY Scheme at any time. The circumstances in which we may suspend your right to participate in the BPAY Scheme include if you or anyone acting on your behalf is suspected of being fraudulent.

12.23 If you (or, if there is more than one of you, any one of you) or a person authorised by you tells us to arrange a BPAY Payment before 4pm Sydney time, the BPAY Payment will in most cases be treated as having been made on the same day. However, the payment may take longer to be credited to a Biller if you tell us to arrange a BPAY Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details.

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

- a) advise you of this;
- b) credit your Account with the amount of the BPAY Payment; and
- c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

12.25 You should check your statements of account carefully and promptly report to us as soon as you become aware of any BPAY Payments that you think are errors, were not authorised by you (or, if there is more than one of you, any one of you) or a person authorised by you or were made by someone without your permission.

12.26 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- a) did not observe any of your obligations under the terms and conditions under this clause 12;
or
- b) acted negligently or fraudulently in connection with these terms and conditions.

12.27 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than any loss or damage you suffer due to the our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent. This clause 12.27 does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause 12.27 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.