

# ELECTRONIC BANKING TERMS & CONDITIONS



This document must be read in conjunction with your account terms and conditions, fees and charges and interest rates booklets.

Together, these documents will form your complete terms and conditions or Product Disclosure Statement for your products.

This document forms part of the Product Disclosure Statement for the Save to Win Account™ together with the Save to Win Account™ Combined Financial Services Guide and Product Disclosure Statement, Save to Win Account™ Promotion Terms and Conditions and the Personal Deposit - Interest Rates.

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♥ IT'S POSSIBLE to LOVE A BANK 

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## **1. INTRODUCTION**

### **1.1 Welcome to BOQ Electronic Banking**

The terms that govern the way you bank with us are set out in this booklet (which deals with your electronic banking access) and:

- For personal transaction and investment accounts, the Deposit Products Product Disclosure Statement or Deposit Products Terms and Conditions, Personal Banking Guide to Fees and Charges and Personal Deposits - Interest Rates;
- For personal lending products, the Personal Lending Supplementary Terms and Conditions, Personal Banking Guide to Fees and Charges and your loan documents;
- For business transaction and investment accounts, the Business Transaction and Investment Accounts Product Disclosure Statement or Business Transaction and Investment Accounts Terms and Conditions, Business Banking Guide to Fees and Charges and Business Accounts – Interest Rates;
- For business lending products, the Business Lending Supplementary Terms and Conditions, Business Banking Guide to Fees and Charges and your loan documents.

Together, those documents comprise our complete terms and conditions or Product Disclosure Statement for the banking services that we provide to you.

### **1.2 How does this document affect you?**

You receive and agree to these terms and conditions on your own behalf and as agent for anyone operating on your Account. You must pass on these terms and conditions to each of those persons, including all Electronic Banking Users. Please contact your branch or our Customer Contact Centre if you require further copies of this document.

You, the Account holder, are responsible for the actions of all Users. Any Delegator is responsible for the actions of their Delegated Users.

### **1.3 Need to know more?**

You can contact us at any time if you would like any further information, or a copy of any terms and conditions books by:

- calling our Customer Contact Centre on 1300 55 72 72 or +61 7 3336 2420 if you are calling from outside Australia. This is a reverse charges number. If you wish to make a reverse charges call, to avoid the call costs you must request that the local telecommunications service initiate the call. Our Customer Contact Centre is open 24 hours a day, 7 days a week;
- visiting our website at [boq.com.au](http://boq.com.au);
- sending us a secure message via the Internet Banking service;
- emailing us via the 'contact us' page on our website;
- writing to us at GPO Box 898, Brisbane QLD 4001; or
- visiting your local branch.

## **2. EASYPHONE BANKING**

### **2.1 Availability**

EasyPhone Banking is available for personal customers only.

### **2.2 Features and benefits**

Once you have registered and you have your Customer Access Number and Personal Access Code, you can:

- get an up-to-date balance for Nominated Accounts;
- get the 10 most recent deposit transactions and the 10 most recent withdrawal transactions for Nominated Accounts;
- transfer funds between Nominated Accounts;
- deposit funds into Third Party BOQ Accounts;
- pay bills using BPAY;
- request a statement for a Nominated Account to be posted to the Customer (and anyone else who normally receives a statement for this account) (excluding Investment Accounts and credit cards); and
- change or stop your Personal Access Code.

Access to EasyPhone Banking is available on personal accounts. You must be either an owner and signatory to each account you nominate for EasyPhone Banking or a Related Account User and have individual operating authority. Details of which Accounts can be nominated for EasyPhone Banking access are set out in your Account Terms and Conditions.

### **2.3 Account access arrangements**

#### **2.3.1 Types of EasyPhone Banking access**

There are two types of people who can access Accounts through EasyPhone Banking:

- an Account holder with authority to operate on the Account individually; or
- a Related Account User, who is a signatory on the Account, with authority to operate on the Account individually, and has been granted EasyPhone Banking access to the Account by both the Account holder and us. An example of a related account user is a company director who has both personal and business accounts but wants to access all their accounts using one EasyPhone Banking profile. As a Related Account User, the company director would be granted access to his business accounts on his personal EasyPhone Banking profile.

If you are an Account holder with authority to operate on the relevant Account individually, your access to EasyPhone Banking will be through your unique Customer Access Number and Personal Access Code.

If you are a Related Account User, you will access the relevant Accounts through your own personal Customer Access Number and Personal Access Code (not those of the Account holder who has authorised you to have access to the Accounts). This is known as Related Account Access. For example, if a Related Account User has EasyPhone Banking access to their personal savings account with us, and they are also a signatory on the Account holder's Account, the Related Account User can be authorised by the Account holder to access the Account holder's Account (the Authorised Account) using their own personal Customer Access Number and Personal Access Code.

#### **2.3.2 Related Account Access**

The following rules apply to Related Account Access:

- The Account holder must apply for Related Account Access to an Authorised Account.
- A Related Account User must be registered or become registered for EasyPhone Banking and have their own Customer Access Number and Personal Access Code.
- A Related Account User will have full EasyPhone Banking access to the Authorised Account as if the Related Account User was the owner of the Authorised Account.

- The Account holder can authorise a person to have Related Account Access to particular Accounts.
- The Account holder can authorise multiple Related Account Users to have Related Account Access to an Authorised Account. An Authorised Account will be treated as a Nominated Account of the Related Account User.
- Any fees or charges incurred by the Related Account User accessing the Authorised Account are payable by the Account holder.
- The Authorised Account must be an Account that is eligible to be accessed by EasyPhone Banking. See your Account Terms and Conditions for further information.

### **2.3.3 Benefits of Related Account Access**

Related Account Users can use their own personal Customer Access Number and Personal Access Code to access Nominated Accounts and Authorised Accounts. You, the Account holder, do not need to register for EasyPhone Banking to establish Related Account Access to an Authorised Account. You may authorise a Related Account User in addition to, or instead of, applying for access to EasyPhone Banking yourself.

Related Account Users use their own Customer Access Number and Personal Access Code to access and conduct transactions on Authorised Accounts. There is no need for you, the Account holder, to disclose your own Codes and Identifiers to a Related Account User.

Any EasyPhone Banking transfers between a Related Account User's Nominated Accounts and the Authorised Accounts are treated as transfers between Nominated Accounts, rather than transfers to Third Party Accounts.

### **2.3.4 How to apply for Related Account Access**

To apply for Related Account Access to your Account, the Account holder, must complete a Related Account Access application form (the form is available from any Bank of Queensland branch, or can be downloaded from our website at [boq.com.au](http://boq.com.au)). A separate application form is required for each Related Account User.

### **2.3.5 Cancellation of Related Account Access**

To revoke the authority of a Related Account User, the Account holder, must complete a Related Account Access cancellation request (the form is available from any Bank of Queensland branch, or can be downloaded from our website at [boq.com.au](http://boq.com.au)). A separate cancellation request is required for each Related Account User. Upon processing your request, we will remove the Authorised Account from the Related Account User's profile. You must notify the Related Account User that his or her authority has been revoked.

If a Related Account User ceases to be a signatory on an Authorised Account, or ceases to have authority to operate that Account individually, then we will process a cancellation of the Related Account Access for that Related Account User.

## **2.4 Getting started**

Each time you access EasyPhone Banking you will need to enter your Customer Access Number and Personal Access Code. When you first logon to EasyPhone Banking you will need to follow some additional steps that are not normally required as part of the logon process. For service improvement purposes, we may record any call initiated by you when you access EasyPhone Banking. You will be given the opportunity to discontinue the call prior to the commencement of recording.

### **2.4.1 If you registered for EasyPhone Banking at a branch**

If you apply in a branch, your Customer Access Number will be given to you immediately. We will issue you a temporary Personal Access Code.

When accessing EasyPhone Banking for the first time:

- you will need to enter the Customer Access Number we provided to you when you registered and the temporary Personal Access Code we issued you

- you will then be asked to select a new Personal Access Code. When selecting your Personal Access Code you should avoid using any number that could be linked to you by other persons such as your date of birth or any alphabetical code which is a recognisable part of your name.

You will need to use your Customer Access Number together with your new Personal Access Code the next time you access EasyPhone Banking.

#### **2.4.2 If you registered for EasyPhone Banking by mail or fax**

If you apply by mail or fax you will need to nominate the telephone number from which you will first use EasyPhone Banking. This is for security reasons so that we can verify where you are calling from using a calling line identifier system. You will also need to nominate a Challenge Number which is used to verify your identity the first time you access EasyPhone Banking.

We will send you a temporary Customer Access Number and a temporary Personal Access Code by mail.

When you access EasyPhone Banking for the first time:

- you must dial in from the telephone number you nominated in your application, with any calling line identifier system blocking function disabled.
- you will need to enter the temporary Customer Access Number and the temporary Personal Access Code we mailed to you.
- you will need to enter the Challenge Number that you specified in your application.
- your permanent Customer Access Number will then be given to you. You should take a note of your permanent Customer Access Number to use EasyPhone Banking again.
- you will then be asked to select a new Personal Access Code. When selecting your Personal Access Code you should avoid using any number that could be linked to you by other persons such as your date of birth or any alphabetical code which is a recognisable part of your name.
- you will need to use your permanent Customer Access Number together with your new Personal Access Code the next time you access EasyPhone Banking

### **2.5 Some rules about EasyPhone Banking**

#### **2.5.1 Daily transaction limits**

There is no daily transaction limit for amounts transferred to another Nominated Account held in your name (including Either to Operate Accounts).

The daily transaction limit for amounts transferred to Third Party BOQ Accounts is \$1,200. This means that in any day the total amount you transfer to Third Party BOQ Accounts using EasyPhone Banking must not exceed this limit.

These limits do not apply to BPAY Payments (refer to section 6.3.2).

Other financial institutions and third parties might impose their own limits and restrictions on transfers and we are not responsible for these limits and restrictions.

#### **2.5.2 Processing your instructions**

Payments and transfers from Nominated Accounts (other than BPAY Payments) will be processed immediately.

#### **2.5.3 Termination and suspension**

The agreement for us to provide EasyPhone Banking to you, the Account holder, commences on the date we accept your properly completed application form and continues until it is terminated in accordance with these terms and conditions.

You can cancel your access to EasyPhone Banking at any time.

If you, the Account holder, no longer want a Related Account User to access your Accounts through EasyPhone Banking, you must follow the process in section 2.3.4. We can withdraw or deny your access to EasyPhone Banking without prior notice at any time. For example, we might withdraw or deny you access if (among other things):

- we believe that use of EasyPhone Banking might cause loss to you or us;

- all the Nominated Accounts which you can access using EasyPhone Banking have been closed;
- we believe that the quality or security of EasyPhone Banking is inadequate;
- the Nominated Account is an inactive account;
- you no longer become able to sign on the account individually;
- we are required to do so by law or court order;
- we are otherwise obliged to discontinue provision of EasyPhone Banking; or
- you, your agent or someone acting under your direction, is suspected of being involved in fraudulent activity, in dealing with us.

## **2.6 Risks**

### **2.6.1 General**

Once a transaction has been confirmed through EasyPhone Banking, it cannot be stopped.

There is a risk of Unauthorised Transactions occurring on your Account because of computer or human error or fraud. Please see section 11.7 for information about keeping your Codes secure, and section 11.10 for information about when you will be liable for Unauthorised Transactions. You will be responsible for any transactions carried out by, or use made of, EasyPhone Banking in breach of the terms applying to the service.

You are responsible for ensuring that all details of BPAY Payments made using this service are correct. If your BPAY Payment instructions are incorrect, we will attempt to recover any incorrect payments on your behalf, but if we are unable to do so, we are not liable for that payment.

### **2.6.2 Related Account Access**

You, the Account holder, are liable for all debts incurred on your Account by a Related Account User as if those debts were incurred by you.

A Related Account User has full EasyPhone Banking access to the Authorised Account as if the Related Account User was the owner of the Authorised Account. You, the Account holder, should consider carefully the implications of providing Related Account Access.

### 3. ONLINE BANKING

Online Banking refers to the combined offering of Internet Banking and Mobile Banking.

#### 3.1 Internet Banking Features and Benefits

The following services are available on some of our accounts through Internet Banking (for a full list of permissible accounts and features please visit [http://www.boq.com.au/online\\_enhancedIB\\_faq\\_products.htm](http://www.boq.com.au/online_enhancedIB_faq_products.htm)):

- account balance enquiry;
- transaction history enquiry;
- search for transaction details and export those details to your own PC;
- transfer of funds between Nominated Accounts;
- request a statement of a Nominated Account to be posted to the Customer (and anyone else who normally receives a statement for this account) (excluding Investment Accounts and credit cards);
- view electronic versions of your statements for a Nominated Account (eStatements), in addition to receiving paper statements by post in the usual manner;
- register for paperless statements for an eligible Nominated Account. (Note: all accounts in the following link are eligible for paperless statement activation, excluding credit card accounts: [http://www.boq.com.au/online\\_enhancedIB\\_faq\\_products.htm](http://www.boq.com.au/online_enhancedIB_faq_products.htm))
- pay bills using BPAY;
- have your bills delivered to you electronically using BPAYView™;
- make payments to accounts with us and at other Australian financial institutions using the Pay Anyone facility;
- make payments to a Beneficiary with an account held at an overseas bank using the International Payments facility;
- transfer funds to other financial institutions in Australia on a real time gross settlement basis using the Real Time Gross Settlement Payment facility;
- schedule transfers and payments to be paid on a future date or on a recurring basis (e.g. monthly);
- delegate authority for another person to act on your behalf using Internet Banking and assign the privileges that person will have;
- define that more than one person must authorise transactions and requests carried out on your behalf;
- send secure messages to us and receive secure messages from us;
- request an increase or decrease to your daily transaction limits;
- define nicknames for Nominated Accounts;
- enquire on an account balance of Nominated Accounts by sending an SMS message to us;
- enquire on details of the last 5 transactions on Nominated Accounts by sending an SMS message to us;
- receive an SMS message from us notifying you of various activities on Nominated Accounts;
- Payments File Upload Facility (schedule payments created using your own accounting software);
- change your Personal Access Code;
- disable access to Internet Banking for yourself or your Delegated Users.

#### 3.2 Mobile Banking Features and Benefits

The following services are available on some of our accounts through Mobile Banking (for a full list of permissible accounts and features please visit [http://www.boq.com.au/online\\_enhancedIB\\_faq\\_products.htm](http://www.boq.com.au/online_enhancedIB_faq_products.htm)):

- account balance enquiry;

- transaction history enquiry;
- view electronic versions of your statements for a Nominated Account (eStatements), in addition to receiving paper statements by post in the usual manner;
- transfer of funds between Nominated Accounts;
- pay bills using BPAY;
- have your bills delivered to you electronically using BPAY View®;
- make payments to accounts with us and at other Australian financial institutions using the Pay Anyone facility;
- define that more than one person must authorise transactions and requests carried out on your behalf;
- send secure messages to us and receive secure messages from us;
- enquire on an account balance of Nominated Accounts by sending an SMS message to us;
- enquire on details of the last 5 transactions on Nominated Accounts by sending an SMS message to us;
- receive an SMS message from us notifying you of various activities on Nominated Accounts;
- authorise payments that have been created by other users and require additional authorisation.

### 3.3 Registration for Online Banking

Access to Online Banking is available on personal and business accounts. You must also be over the age of 16, or if between 12 and 16 years of age, your parent or guardian must consent to you having Online Banking. Details of which Accounts can be nominated for Online Banking access are set out in your Account Terms and Conditions.

Before any User can access Online Banking, you, the Customer, must apply for Online Banking access and set up an Online Banking Profile. Your Online Banking Profile will set out which Accounts can be accessed using Online Banking, any daily transaction limits that will apply to Value Transactions and other access details.

Customers can apply for Online Banking at any branch or by calling our Customer Contact Centre on 1300 55 72 72.

When registering for Online Banking, Customers must nominate those Accounts that will be accessed through Online Banking (Nominated Accounts). At least one Account must be nominated. Customers must also nominate how many people are required to authorise Online Banking Transactions and other requests (e.g. requests for information). This nomination will override any contrary instructions that have been provided in relation to other access methods for Nominated Accounts (e.g. how many people are required to sign cheques or withdrawal slips). All joint Account holders must make this nomination.

BOQ may add to the list of nominated accounts once an Online Banking profile has been activated, however it is the responsibility of you, the account holder, to contact BOQ to ensure that any new accounts required to be accessed through the Online Banking service are listed as nominated accounts. If any changes to, or removal of, the accounts on the list of nominated accounts are required, you, the account holder will need to contact BOQ to request such change or removal.

If the account being added to your Online Banking profile is a loan account, you acknowledge that Electronic Redraw will be made available if permitted by your loan General Conditions. As such you acknowledge that the following conditions apply to the electronic redraw facility:

- if there is more than one borrower, the Bank can activate the electronic redraw facility on the loan account only if all of the named borrowers on that loan account sign the Request to Activate or Deactivate Electronic Redraw Facility;
- unless specified otherwise in the terms and conditions of your loan, the Bank can consent or refuse the redraw of a particular amount for any reason and the Bank can terminate the electronic redraw facility at any time and without notice to you;
- you may only redraw prepaid amounts and a minimum redraw amount applies in accordance with the terms and conditions of your loan;
- the Bank may impose fees and charges in connection with a redraw;

- if there is more than one named borrower signing this request any one of these named borrowers may redraw any amount available for redraw. If the Bank allows the redraw the Bank need not consult you; and
- full terms and conditions regarding the electronic redraw facility are contained in the General Conditions for your loan.

When setting up your Online Banking Profile, you should be aware that if more than one person is required to authorise Online Banking Transactions and requests on any Nominated Account (e.g. 2 people are required to authorise transactions on an Account), then all Nominated Accounts on that Online Banking Profile must also be authorised by the same number of people (in this example, 2). It is not possible to set different numbers of Authorisers for different Accounts on the one Online Banking Profile.

Customers must also nominate an email address, which will be used by us to provide the Customer with notifications, alerts and messages. You should notify us immediately if your email address changes, either by visiting a branch or writing to us, sending us a secure mail message or by calling our Customer Contact Centre on 1300 55 72 72.

Customers may also provide us with a mobile phone number. A mobile number must be provided if you wish to have access to SMS Banking Alerts, SMS Account Balance Enquiries or SMS Account Transaction Enquiries. You can find out more about those services in sections 3.5.5 and 3.5.6. You should notify us immediately if your mobile phone number changes, either by visiting a branch or writing to us, sending us a secure mail message or by calling our Customer Contact Centre on 1300 55 72 72.

If Customers apply for Online Banking at a branch or over the phone, the Customer will either be issued with a Customer Access Number (CAN) and temporary Personal Access Code (PAC) immediately, or the Customer can choose to have their PAC mailed to their postal address. If there is to be more than one PAC issued (i.e. if more than one person will have access to the Customer's Online Banking Profile), application must be made in a branch, and the CAN and all temporary PACs will be issued immediately.

### **3.4 eStatements and Paperless Statements**

#### **3.4.1 eStatements**

eStatements are electronic versions of your account statements for a Nominated Account that can be accessed and viewed in Internet or Mobile Banking. Note: Credit card eStatements can only be accessed and viewed in Internet Banking.

By electing to have Online Banking access, you agree and acknowledge that, with respect to your Nominated Account;

- Your eStatements will be available to be viewed electronically through Internet Banking and Mobile Banking (noting credit card eStatements are accessible in Internet Banking only), in addition to you receiving paper statements by post in the usual manner;
- All Users who have access to your Online Banking profile will be able to view your eStatements in Online Banking (noting credit card eStatements are accessible in Internet Banking only); and
- For internal operational purposes and to protect the privacy of joint account holders, postal address details have been removed from eStatements (excluding credit card eStatements). If you require a paper copy of your statement indicating your postal address, please call our Customer Contact Centre on 1300 55 72 72 or visit your nearest branch.

#### **3.4.2 Paperless Statements**

If you want to receive paperless statements on an eligible Nominated Account, you can register for or activate paperless statements within Internet Banking or in a branch. See the full list of Accounts eligible for paperless statement activation, excluding credit card accounts, here: [http://www.boq.com.au/online\\_enhancedIB\\_faq\\_products.htm](http://www.boq.com.au/online_enhancedIB_faq_products.htm)

To be eligible to register for paperless statements on an eligible Nominated Account, you must:

- be an Account holder (in the case of a sole or joint account) or the signatory with authority to activate paperless statements on behalf of all signatories (in the case of a non-personal/ company account) of the eligible Nominated Account; and
- be registered for Online Banking and have Online Banking access.

If you are not registered for Online Banking, Customers can apply for Online Banking and set up an Online Banking Profile at any branch or by calling our Customer Contact Centre on 1300 55 72 72 in accordance with clause 3.3 above.

By registering for paperless statements you agree to be bound by the terms and conditions of the service set out in this clause 3.4, which will not and are not intended to replace or supersede your existing Account Terms and Conditions. In the event of inconsistency between the terms and conditions set out in this clause 3.4 and your existing Account Terms and Conditions, the terms and conditions set out in this clause 3.4 prevail to the extent that any inconsistency relates to the provision of and/or access to eStatements or paperless statements.

If you register for or activate paperless statements you acknowledge and agree that:

- You will no longer receive paper statements for the eligible Nominated Account(s) and will be able to view your eStatements in Online Banking;
- We will send an “eStatement alert” to the primary Account holder’s nominated email address and secure mail using our Online Banking secure mail service (and SMS if “Alert for New Statements” is activated by the primary Account holder) advising that your eStatement is available to view;
- You must check your Online Banking regularly for eStatements and the primary Account holder must check their email and secure mail (and SMS if “Alert for New Statements” is activated) regularly for eStatement alerts;
- The primary Account holder can also opt to receive an SMS alert when a new statement is available, by turning on the “Alert for New Statements” notification in the SMS settings. If the “Alert for New Statements” notification is turned on, SMS eStatement alerts will also be sent to the primary Account holder’s registered mobile number when a new statement is available;
- If you are not the primary Account holder and are unsure who the primary Account holder is on your eligible Nominated Account(s) please call us on 1300 55 72 72 or visit your local BOQ branch;
- At the time of activating paperless statements (if you register in Internet Banking) or when you first log on to Internet Banking after activating paperless statements (if you register in branch and complete a paper form), we will advise you of the nominated email address and registered mobile number we hold for you. To update your nominated email address or mobile number please send us a secure mail, call us on 1300 55 72 72 or visit your local BOQ branch;
- In order to receive paperless statements, the primary Account holder must ensure that the nominated email address to which eStatement alerts are to be sent, is valid and active;
- You can revert to receiving paper statements at any time by changing your statement preferences in Internet Banking, by calling us 1300 55 72 72 or by visiting your nearest branch. If you do so, you (or the person who ordinarily received paper statements before you activated paperless statements) will resume receiving paper statements on the eligible Nominated Account in the next statement cycle;
- eStatements will be made available in Online Banking in accordance with the current statement cycle for the eligible Nominated Account. The statement cycle applicable to the eligible Nominated Account can be found in the relevant Account Terms and Conditions;
- If we deliver a paperless statement electronically in the manner set out, it is taken to be received on the day that the eStatement alert is delivered to the primary Account holder’s nominated email address;
- If you are a joint Account holder;
  - Each joint Account holder must activate paperless statements on an eligible Nominated Account in order to “go paperless” on that Account. This means that paper statements will continue to be sent to the person(s) who ordinarily receive(s) paper statements until all joint Account holders have activated paperless statements on the eligible Nominated Account.
  - While all joint Account holders will receive eStatements in Online Banking, when paperless statements are activated on an eligible Nominated Account, eStatement alerts will be sent only to the primary Account holder’s nominated email address and secure mail. If you are unsure who the primary Account holder is please call us on 1300 55 72 72;

- When your statement preference is set to paperless for an eligible Nominated Account, notwithstanding any nomination or consent signed by you under the National Consumer Credit Code (Code) for notices or other documents to be sent to a nominated person or address, you have agreed to receive eStatements in Online Banking only and for eStatement alerts to be sent to the primary Account holder's nominated email address. All other notices and documents required to be sent by us under the Code will continue to be sent in accordance with any such nomination or consent (as applicable);
- Any one joint Account holder can elect to resume receiving paper statements at any time by changing their statement preferences in Internet Banking, by calling us 1300 55 72 72 or by visiting your nearest branch. If any one joint Account holder does so, a paper statement for the eligible Nominated Account will be sent in the next statement cycle to the person(s) who ordinarily received the paper statement(s) before paperless statements were activated, and in accordance with any nomination or consent by you under the Code (as applicable).
- If you are a non- personal/ company Account holder:
  - The signatory with authority to activate paperless statements on behalf of all signatories to the eligible Nominated Account must activate the paperless statements in order to "go paperless" on that Account;
  - By activating paperless statements on an eligible non-personal Nominated Account, you have agreed that; you are the signatory with authority to activate paperless statements on behalf of all signatories to the Account, you have obtained the consent of all signatories to the Account to activate paperless statements, and prior to obtaining that consent, you have informed all signatories to the Account as to the implications of their consenting to receive statements electronically;
  - While the Account holder and all signatories will receive eStatements in Online Banking, when paperless statements are activated on an eligible Nominated Account, eStatement alerts will be sent only to the primary Account holder's nominated email address and secure mail. If you are unsure who the primary Account holder is, please call us on 1300 55 72 72.

Note: If there is no Internet Banking on the non-personal profile, Internet Banking will need to be established on the non- personal profile to enable the eligible Nominated Account to go paperless. If you are unsure if your non-personal/ company Account is able to be added to the Internet Banking profile, please call us on 1300 55 72 72 or visit your nearest branch.

- You may view, print and/or save to an electronic file your eStatements for eligible Nominated Accounts accessible within Online Banking;
- It can take up to one statement cycle for the system to stop printing paper or resume printing paper as the case may be;
- You (if you are a sole Account holder), and the primary Account holder (if you are a joint Account or non-personal Account holder) must;
  - Ensure your and/or the primary Account holder's contact details, including the primary Account holder's nominated email address, are current, valid and up to date;
  - Check your and/or the primary Account holder's emails regularly;
  - Check your and/or the primary Account holder's Online Banking regularly for eStatements;
  - Tell us if your and/or the primary Account holder's contact details (including the primary Account holder's nominated email address) change;
  - Tell us if you and/or the primary Account holder are not able to access your and/or the primary Account holder's email, Online Banking or an eStatement for any reason;
  - Ensure your and/or the primary Account holder's mailbox can receive eStatement alerts (e.g. it has sufficient storage space available);
- You may access eStatements for the eligible Nominated Account in Online Banking for up to 7 years from the date of the statement;

- Access to eStatements and the availability of paperless statements on eligible Nominated Accounts are provided free of charge;
- We may amend and/or cancel your statement preferences or provide a paper statement to your nominated postal address even if you have registered for paperless statements including, to comply with our legislative obligations, or if we are unable to provide the statements electronically, or if we cancel your paper statement preference due to us being unable to deliver eStatement alerts to your or the primary Account holder's nominated email address. If this occurs, we will use reasonable endeavours to notify you.

## 3.5 Users

### 3.5.1 Types of Online Banking Users

There are four types of people who can access Accounts through Online Banking:

- a Customer with authority to operate on the Account individually; or
- a Related Account User, who is a signatory on the Account, has authority to operate on the Account individually, and has been granted Internet Banking access to the Account by both the Customer and us; or
- an Authoriser, who is a signatory on an Account that requires more than one person to operate on the Account, and where Internet Banking access has been established for each signatory to the Account; or
- a Delegated User, who has been granted Online Banking access to the Account by a Customer, Related Account User, Authoriser or another Delegated User.

If you are a Customer with authority to operate on the relevant Account individually, your access to Online Banking will be through your unique Customer Access Number and Personal Access Code.

If you are a Related Account User, you will access the relevant Accounts through your own personal Customer Access Number and Personal Access Code (not those of the Account holder who has authorised you to have access to the Accounts). This is known as Related Account Access. For example, if a Related Account User has Online Banking access to their personal savings account with us, and they are also a signatory on the Account holder's Account, the Related Account User can be authorised by the Account holder to access the Account holder's Account (the Authorised Account) using their own personal Customer Access Number and Personal Access Code.

If you are an Authoriser, you will access Online Banking using the Customer Access Number of the Account holder for whom you are acting, your unique User ID and your own Personal Access Code.

If you are a Delegated User, you will access Online Banking using the Customer Access Number of the Account holder for whom you are acting, your unique User ID and Personal Access Code.

### 3.5.2 Related Account Access

The following rules apply to Related Account Access:

- The Customer must apply for Related Account Access to an Authorised Account.
- A Related Account User must be registered or become registered for Online Banking and have their own Customer Access Number and Personal Access Code.
- A Related Account User will have full Online Banking access to the Authorised Account as if the Related Account User was the owner of the Authorised Account.
- The daily Pay Anyone limit (see section 3.7.2 below) that applies to the customer's Online Banking profile does not apply to a Related Account User. A Pay Anyone Payment from an Authorised Account by a Related Account User is subject to the same daily Pay Anyone limit that applies to the Related Account User's Online Banking Profile.
- The Customer can authorise a person to have Related Account Access to particular Accounts.
- The Customer can authorise multiple Related Account Users to have Related Account Access to an Authorised Account. An Authorised Account will be treated as a Nominated Account of the Related Account User.

- Any fees or charges incurred by the Related Account User accessing the Authorised Account are payable by the Customer.
- You, the Account holder, are liable for all debts incurred on your Account by a Related Account User as if those debt were incurred by you.

#### **3.5.2.1 Benefits of Related Account Access**

Related Account Users can use their own personal Customer Access Number and Personal Access Code to access Nominated Accounts and Authorised Accounts. You, the Account holder, do not need to register for Online Banking to establish Related Account Access to an Authorised Account. You may authorise a Related Account User in addition to, or instead of, applying for access to Online Banking yourself.

Related Account Users use their own Customer Access Number and Personal Access Code to access and conduct transactions on Authorised Accounts. There is no need for you, the Account holder, to disclose your own Codes and Identifiers to a Related Account User.

Any Online Banking transfers between a Related Account User's Nominated Accounts and the Authorised Accounts are treated as transfers between Nominated Accounts, rather than transfers to Third Party Accounts. Transfers to Third Party Accounts attract higher transaction fees than transfers to Nominated Accounts and do not qualify for the Online Banking free transaction allowance.

#### **3.5.2.2 How to apply for Related Account Access**

To apply for Related Account Access to your Account, the Customer must complete a Related Account Access application form (the form is available from any BOQ branch, or can be downloaded from our website at [boq.com.au](http://boq.com.au)). A separate application form is required for each Related Account User.

#### **3.5.2.3 Cancellation of Related Account Access**

To revoke the authority of a Related Account User, the Customer, must complete a Related Account Access cancellation request (the form is available from any BOQ branch, or can be downloaded from our website at [boq.com.au](http://boq.com.au)). A separate cancellation request is required for each Related Account User. Upon processing your request, we will remove the Authorised Account from the Related Account User's Internet Banking Profile. You must notify the Related Account User that his or her authority has been revoked.

If a Related Account User ceases to be a signatory on an Authorised Account, or ceases to have authority to operate that Account individually, then we will process a cancellation of the Related Account Access for that Related Account User.

### **3.5.3 Authorisers**

If more than one person is required to authorise Online Banking Transactions or requests on behalf of the Account holder (e.g. where the Account holder is a company with more than one director), each person who is required to authorise the Online Banking Transactions and requests is known as an Authoriser. The following rules apply to Authorisers:

- The Account holder must apply for the Authoriser to have access to the Account holder's Online Banking Profile.
- Each Authoriser must sign the Account holder's application for Online Banking, and must be properly identified by us, before they will be able to access Online Banking. (Refer to your Account Terms and Conditions for acceptable identification methods.)
- Upon registration, each Authoriser will be issued with the Customer's Customer Access Number and their own Personal Access Code. They must also choose their own unique User ID. Each of these numbers and Codes will be required for the Authoriser to logon to Online Banking.
- An Authoriser will have Online Banking access to Nominated Accounts, however Online Banking transactions and requests (such as limit increases and decreases and delegation of authority to other Users) must be authorised by the required number of Authorisers as specified by the Account holder.

- The same daily Pay Anyone limit (see section 4.1 below) applies to all Authorisers required to authorise Pay Anyone Transactions on behalf of the Account holder.
- The same daily BPAY limit (see section 6.3.2) below) applies to all Authorisers required to authorise BPAY Payments on behalf of the Account holder.
- You, the Account holder, can authorise your Authorisers to have access to some of your Accounts. All Authorisers must have access to the same Accounts.
- Any fees or charges incurred by the Authoriser accessing Online Banking are payable by you, the Account holder.

#### **3.5.3.1 How to appoint an Authoriser**

To appoint an Authoriser to access your Internet Banking Profile, you, the Account holder, must complete an Online Banking application form (the form is available from any BOQ branch). The application form will set out details of all Authorisers on your Nominated Accounts and their levels of access.

#### **3.5.3.2 Cancellation of an Authoriser's access**

To revoke the authority of an Authoriser, you, the Account holder, must complete an Online Banking maintenance request (the form is available from any BOQ branch). Upon processing your request, we will remove the Authoriser's access to your Accounts. You must notify the Authoriser that his or her authority has been revoked.

### **3.5.4 Delegated Users**

A Customer, Authoriser or Delegated User (the Delegator) may delegate certain Online Banking access rights to a Delegated User. Delegated Users may only delegate their Online Banking access rights to others if they have been given this ability upon being appointed a Delegated User. You, the Account holder, should consider carefully whether to allow Delegated Users to delegate their Online Banking access rights. As the Account holder, you will be responsible for the actions of all Users accessing your Online Banking Profile, including persons who have delegated authority by other Users.

The following rules apply to Delegated Users:

- The Delegator cannot grant a Delegated User greater Online Banking access rights than the Delegator's own access rights.
- The Delegated User will automatically become registered for Online Banking when access is granted to the Account holder's Online Banking Profile, however they will be unable to perform Value Transactions until they have attended a branch and been properly identified by us. (Refer to your Account Terms and Conditions for acceptable identification methods.)
- Upon creating a Delegated User, the Delegator must nominate a temporary Personal Access Code and User ID for the Delegated User and the period during which the Delegated User's access will be active.
- The Delegated User will be required to enter the Customer's Customer Access Number, User ID and temporary Personal Access Code upon first logon to Internet Banking, and will then be required to choose their own Personal Access Code before they are permitted to proceed.
- The Delegator must choose the type of access that a Delegated User will have for each Nominated Account to which the Delegator has granted the Delegated User access. The Delegator may choose any combination of the following types of access:
  - View access;
  - Create access;
  - Execute access.
- The Delegator may also choose not to grant a Delegated User access to a particular Nominated Account.
- The Delegator must set the daily limits for BPAY Payments and Pay Anyone Payments made by the Delegated User, which may include lower (but not higher) limits than the Delegator's own limits.

The Delegator must also set the daily limits for transfers between Nominated Accounts made by the Delegated User (this can be any amount i.e. not associated with any other limit).

- Delegated Users cannot change the limits set for them.
- The Delegator can authorise a Delegated User to have access to particular Nominated Accounts.
- The Delegator can authorise multiple Delegated Users to have access to Nominated Accounts.
- Any fees or charges incurred by the Delegated User accessing Online Banking are payable by you, the Account holder.
- Delegated Users cannot access Other Card Functions for credit cards.

#### **3.5.4.1 Appointing a Delegated User**

The Delegator must be logged on to Internet Banking to perform this request. If more than one Authorised User is required to authorise Online Banking Transactions and other requests on behalf of an Account holder, then the number of Authorised Users noted in the nomination (refer to section 3.3) must authorise delegation to a Delegated User. Once the Delegated User has been appropriately authorised, he or she can carry out Online Banking Transactions and other requests in accordance with the authority delegated. The Delegated User may act as an Authoriser for Online Banking Transactions and other requests for which he or she has been delegated the authority.

#### **3.5.4.2 Cancelling a Delegated User's access**

If a Delegator no longer wishes the Delegated User to have access to some or all of the delegated Online Banking access rights, the Delegator must alter or cancel the Delegated User's authority through Internet Banking.

#### **3.5.4.3 Managing a Delegated User's access**

If a Delegator wishes to alter a Delegated User's access, the Delegator must do so through Internet Banking. Customers and Authorisers can monitor the activities of Delegated Users if they wish. They can nominate to receive an SMS or email to the Account holder's nominated mobile phone number or email address whenever the Delegated User carries out transactions as specified by the Account holder. Customers and Authorisers can also view full details of all activities carried out by Delegated Users. You should note that any administrative functions related to Delegated Users (e.g. resetting Personal Access Codes or removing access) must be initiated by the Delegator. We are unable to action this on behalf of Delegators or Delegated Users.

Please note: Delegated user administration is not available through Mobile Banking

## **3.6 Getting started**

The system requirements to access Online Banking are set out on our website. Each time you log on to Online Banking you will need to enter your Customer Access Number and Personal Access Code. If you are an Authoriser or Delegated User you will also need to enter your User ID. When you first logon to Internet Banking you will need to follow some additional steps that are not normally required as part of the logon process.

When you logon for the first time:

- you will need to enter the Customer Access Number we provided to you when you registered and the temporary Personal Access Code we (or your Delegator) issued to you.
- you will then be asked to select a new Personal Access Code. When selecting your Personal Access Code you should avoid using any number that could be linked to you by other persons such as your date of birth or any alphabetical code which is a recognisable part of your name.

You will need to use your Customer Access Number together with your new Personal Access Code the next time you logon to Online Banking. If you are an Authoriser or Delegated User you will also need to use your User ID each time you logon to Internet Banking.

You will be able to access Online Banking using your mobile phone (our Mobile Banking service) however not all features of Internet Banking are available on Mobile Banking.

If you are not already an Online Banking user, you will need to contact one of our branches or Customer Contact Centre to register to use Internet Banking before you can access Mobile Banking.

Each time you use Mobile Banking you will need to enter your Customer Access Number, Personal Access Code and User ID (if applicable).

### **3.7 Some rules about Online Banking**

#### **3.7.1 Transaction authentication using a Token**

You will be required to use a Token to generate an authentication code that must be input into Online Banking when you conduct a BPAY Payment, a Pay Anyone Payment or a Multi Payment in excess of certain limits (set out in Internet Banking's Help feature, available from your branch or by calling our Customer Contact Centre on 1300 55 72 72), or when you upload a payments file using Payments File Upload or when you conduct an International Payment, Real Time Gross Settlement Payment or a Direct Debit Payment.

Also, you will be required to use a Token to generate an authentication code that must be input into Internet Banking if you decrease your Limits Package from a Limits Package that required the use of a token, to a Limits Package that does not require the use of a token. The use of the Token is based on the Limits Package that you the Customer have nominated (refer to section 3.7.2). If multiple Authorisers are required to authorise a transaction, only the Authoriser who has initiated the transaction will be required to use their Token.

If a Token is required for your level of Online Banking access, you can choose between using a Soft Token or a physical BOQ Security Token. A physical BOQ Security Token must be obtained at any BOQ branch. You will be required to enter a Token PIN at a branch at the time you collect the Token. You can change your Token PIN at any time using the Token.

If you choose to use a Soft Token, you will be required to download BOQ Secure. BOQ Secure is available in the App Store, on Google Play and through the Windows Store. To activate your Soft Token, you will need to send us a Secure Mail Message through Internet Banking. You will then receive a call from our Customer Contact Centre who will guide you through the process of activating your Soft Token.

You will be provided with instructions on how to use the Token when you register for Online Banking, change your daily limits such that a Token will be required, or sign up for Payments File Upload.

If your physical Token is lost, stolen, damaged or faulty, you must attend a branch to obtain a replacement Token.

If your Soft Token is lost or stolen, or you experience technical issues with your Soft Token, you will need to call our Customer Contact Centre on 1300 55 72 72 for assistance.

If your physical Token or Soft Token fails to work because you have entered your Token PIN incorrectly, you will need to contact your branch or call our Customer Contact Centre on 1300 55 72 72 to have your Token PIN unblocked. Refer to fees and charges booklet for applicable fees.

#### **3.7.2 Limits Package**

Upon registering for Online Banking, the Customer may nominate a Limits Package that will set the daily transaction limits for BPAY Payments and Pay Anyone Payments. If a customer does not nominate a Limits Package, the default Limits Package will automatically apply. The default Limits Package is set out in Internet Banking's Help feature. The Limits Package will be effective immediately if the request for a Limits Package is made in a branch or over the phone.

Once a Limits Package is effective, the maximum amount that all Users accessing a particular Online Banking profile may transfer to Third Party Accounts or Billers on any day using Online Banking must not exceed the limits set out in the Limits Package.

Generally, there is no daily transaction limit for amounts transferred to another Nominated Account held in the Customer's name (including Either to Operate Accounts). However, if you are a Delegated User, the Delegator may impose a limit on the amount of transfers that you may perform in any day.

Customers and relevant Authorisers can request an increase or decrease to a Limits Package. Once appropriately authorised, a limit decrease is effective immediately. A limit increase may not be immediately effective. Please refer to Internet Banking's Help feature, your branch, or our Customer Contact Centre for details of when limit increases will be effective. Prior to limit increases becoming

effective. Customers and Authorisers will be notified through our Online Banking secure mail service, as well as to the Account holder's nominated email address.

You, the Customer, acknowledge that increasing your Limits Package may increase your liability in the event of an Unauthorised Transaction. Where the limit has been increased, an unauthorised person who knows your Customer Access Number and Personal Access Code may be able to transfer a larger amount than would have been the case under the previous limit.

We are not responsible for any limits or restrictions on transfers imposed by other institutions.

### **3.7.3 Scheduled Payments**

Using Internet Banking, you can make transfers and payments immediately or schedule transfers and payments to be made on a future date. Scheduled Payments can be made once on a future date or more than once on a periodic basis (e.g. monthly).

Transactions that may be scheduled on a future date or more than once on a periodic basis are transfers between Nominated Accounts, Single Pay Anyone Payments, Multi Payments (periodic payments not available) and BPAY Payments.

Scheduled Payments will be made on the scheduled day, regardless of whether that day is a Business Day, provided that the payment has been correctly authorised. If a Scheduled Payment has been correctly authorised, but not until after the scheduled day, the Scheduled Payment will not be processed, unless it is a periodic payment, in which case only Scheduled Payments occurring after the correct authorisation will be processed. Immediately before processing a Scheduled Payment, the relevant Nominated Account will be checked to ensure that the Scheduled Payment may be made from that Account (e.g. that there are sufficient cleared funds) and that any daily limits will not be exceeded if the Scheduled Payment proceeds.

All Users with the required authority can view and change or delete a Scheduled Payments, regardless of who created the Scheduled Payment. If multiple Authorisers are required to authorise a Scheduled Payment, all relevant Authorisers are required to also authorise modifications to the Scheduled Payment. Any User with the required authority may delete a Scheduled Payment, even where creation or modification of the Scheduled Payment requires multiple Authorisers.

When a Scheduled Payment is processed, you will be notified of the success or failure of the payment through our Online Banking secure mail service (viewable by all Users with access to the relevant Online Banking Profile), as well as to the Account holder's nominated email address, or mobile phone number through SMS Banking Alerts if the Account holder has requested this service.

### **3.7.4 Processing your instructions**

Once you provide instructions to us they cannot be stopped. You are responsible for ensuring that you authorise transfer of the correct amount of money to the correct account.

We can delay acting on an instruction if, for example, we need further information.

We will not act upon instructions when Account Terms and Conditions do not permit them.

When we have instructions for more than one payment from your Accounts we will determine the order of priority in which payments are made.

Different cut-off times apply depending on what type of transfer you request.

Except for BPAY Payments, Pay Anyone Payments and Payments File Upload Transactions, Online Banking Transactions will be treated as received according to the table set out in Internet Banking's Help feature.

All Online Banking Transactions (including International Payments and RTGS Payments) are deemed to have occurred on the Banking Day during which we process your instructions.

### **3.7.5 SMS Banking Alerts**

The Customer may register at any time for SMS Banking Alerts using Internet Banking. You will need to advise us for which Nominated Accounts you wish to receive SMS Banking Alerts. At the time of registering for SMS Banking Alerts, you must nominate a Quick Access Number to identify those Nominated Accounts.

With SMS Banking Alerts, you can choose to receive an SMS message from us to the Account holder's nominated mobile phone number when certain activities occur on Nominated Accounts. Please refer to Internet Banking's Help feature for details of the type of alerts available.

In order to ensure that you continue to receive SMS Banking Alerts, you must ensure that you always keep us up to date with your current mobile phone number and advise us if your mobile phone is lost or stolen. You should be aware that your financial details will be able to be viewed by any person who has access to your phone. The Account holder can advise us of a change in mobile phone number or loss of the phone by visiting a branch, by writing to us or by calling our Customer Contact Centre on 1300 55 72 72. Only one mobile phone number may be nominated for an Online Banking Profile.

You can cancel SMS Banking Alerts at any time using Internet Banking.

### **3.7.6 SMS Account Balance Enquiries and SMS Account Transaction Enquiries**

The Customer can register at any time for SMS Account Balance Enquiries or SMS Account Transaction Enquiries using Internet Banking. You will need to advise us which Nominated Accounts you wish to access via SMS. At the time of registering for SMS Account Balance Enquiries or SMS Account Transaction Enquiries, you must nominate a Quick Access Number to identify those Nominated Accounts which you have elected to access via SMS.

You can choose to receive the following Account information via SMS:

- For SMS Account Balance Enquiries – the balance (including the current and available balance and, for credit cards, the Q Rewards points balance) for any Nominated Account to which you have Online Banking access;
- For SMS Account Transaction Enquiries – the transaction history (last 5 transactions only) for any Nominated Account to which you have Online Banking access.

You can also choose to receive an SMS from us if an invalid command is included in an SMS Account Balance Enquiry or SMS Account Transaction Enquiry. Our SMS response will advise you which information was entered incorrectly.

The Customer must request this information via SMS using the mobile phone number that the Account holder has nominated. The information will be provided to you via SMS using the same mobile phone number.

In order to ensure that you continue to receive SMS Account Balance Enquiries or SMS Account Transaction Enquiries, you must ensure that you always keep us up to date with your current mobile phone number and advise us if your mobile phone is lost or stolen. You should be aware that your financial details will be able to be viewed by any person who has access to your phone. The Account holder can advise us of a change in mobile phone number or loss of the phone by visiting a branch, writing to us, or by calling our Customer Contact Centre on 1300 55 72 72. Only one mobile phone number may be nominated for an Online Banking Profile.

The customer can cancel SMS Account Balance Enquiries or SMS Account Transaction Enquiries at any time using Internet Banking.

Users are prohibited from using SMS Account Balance Enquiries and SMS Account Transaction Enquiries for the transmission of any defamatory, offensive, abusive, indecent or harassing material. We may revoke or cancel the User's SMS Account Balance Enquiries and SMS Account Transaction Enquiries without notice should Users engage in this type of behaviour.

### **3.7.7 New statement orders**

Subject to clause 3.4, you can request a statement, containing all transactions since your last regularly issued statement, at any time through Internet Banking. The statement will be mailed to the Account holder and any other person who normally receives a statement for the Nominated Account. This request is not available for Investment Accounts or credit cards.

### **3.7.8 Maintenance**

Account Holders can request a new Personal Access Code, either within Internet Banking, in a branch, by mail, by fax or by calling our Customer Contact Centre on 1300 55 72 72. The request will have the effect of stopping the existing Personal Access Code and preventing access to Online Banking by the Account holder until the new Personal Access Code is received. An Authoriser can request a new Personal Access Code in a branch or by calling our Customer Contact Centre on 1300

55 72 72. The new Personal Access Code will be effective immediately. Delegated Users must request a new Personal Access Code through their Delegator.

Account holders may request that the Personal Access Code of any User on their Online Banking Profile be stopped, either in branch or via mail or fax. If stopping of a Personal Access Code is urgent (e.g. if there is suspicion of misuse of Internet Banking by a User), Account holders may call our Customer Contact Centre to have the Personal Access Code stopped immediately. The request will stop the Personal Access Code, preventing the Account holder or User from accessing Online Banking until the Account holder requests, and is issued, a new Personal Access Code. An Authoriser may request that their Personal Access Code, or that of their Delegated User, be stopped, either in branch or by mail or fax. Urgent requests may be made by calling our Customer Contact Centre. The Authoriser must request a new Personal Access Code if they wish to continue to access Online Banking. Delegated Users who wish to stop their Personal Access Code must request their Delegator to do so on their behalf.

Users can send secure messages to, and receive secure messages from, our Customer Contact Centre using Online Banking. You should note that messages sent or received through Online Banking are able to be viewed by any User who has access to the relevant Online Banking Profile.

Each User can define the names by which they wish to identify the Nominated Accounts to which they have Online Banking access.

### **3.7.9 Termination and suspension**

The agreement for us to provide Online Banking to you, the Account holder, commences on the date we accept your application and continues until it is terminated in accordance with these terms and conditions.

#### **3.7.9.1 When we can terminate your access to Online Banking**

We may terminate your access to Online Banking if:

- no User has successfully logged into Internet Banking for a period of 90 days and there are no future Scheduled Payments awaiting payment;
- all Nominated Accounts to which you had access are no longer Nominated Accounts or have been closed; or
- you fail to accept an update of these terms and conditions upon logging into Online Banking upon request by us.

Customers can request that access to Online Banking be reinstated (see section 3.3).

#### **3.7.9.2 When you can terminate your access to Online Banking**

Account holders can cancel all Online Banking access to their Accounts by either visiting a branch, writing to us, or by calling our Customer Contact Centre on 1300 55 72 72. Account holders can request that access to Online Banking be reinstated (see section 3.3).

For cancellation of access in relation to Users other than the Account holder, see section 3.5.

Authorisers and Delegated Users can also request that we cancel their Online Banking access. Requests should be made at a branch or by writing to us. Online Banking access for Authorisers may be reinstated upon request from the Account holder (if access was cancelled by the Account holder) or Authoriser (if access was cancelled by the Authoriser) by applying in branch or by writing to us. Online Banking for Delegated Users must be reinstated by the Delegator.

#### **3.7.9.3 When we can suspend your access to Online Banking**

We can withdraw or deny any User's access to Online Banking (including stopping a Personal Access Code) if:

- we can terminate your access to Online Banking as set out in this section 3.7.9;
- we believe that use of Online Banking may cause loss to you or us;
- we believe that the quality or security of Online Banking is inadequate;

- we are required to do so by law or court order;
- if we deem your use to be inappropriate;
- we are otherwise obliged to discontinue provision of Online Banking; or
- you, your agent or someone acting under your direction, is suspected of being involved in fraudulent activity in dealing with us.

## **3.8 Risks**

### **3.8.1 General**

Once a transaction has been confirmed through Online Banking, it cannot be stopped.

You, the Account holder, are liable for all debts incurred on your Account by a User as if those debts were incurred by you.

There is a risk of Unauthorised Transactions occurring on your Account because of computer or human error or fraud. Please see section 11.7 for information about keeping your Codes secure, and section 11.10 for information about when you will be liable for Unauthorised Transactions.

You will be responsible for any transactions carried out or use made of Online Banking in breach of the terms applying to the service.

You are responsible for ensuring that all details of BPAY Payments, Pay Anyone Payments and Payments File Upload Payments made using this service are correct. If your instructions are incorrect, we will attempt to recover any incorrect payments on your behalf, but if we are unable to do so, we are not responsible for that payment.

### **3.8.2 Access by Authorisers and Delegated Users**

Authorisers and Delegated Users have Online Banking access to Nominated Accounts as specified by the Account holder. In addition, Authorisers and Delegated Users (if they have been granted this right) are able to further delegate their Online Banking access rights to other persons (including persons that you do not know). You, the Account holder, should consider carefully the implications of providing Users Online Banking access.

### **3.8.3 Related Account Access**

A Related Account User has full Online Banking access to the Authorised Account as if the Related Account User was the owner of the Authorised Account. You, the Account holder, should consider carefully the implications of providing Related Account Access.

The daily Pay Anyone limit that you, the Account holder, apply to your Online Banking Profile does not apply to a Related Account User. (See section 4.1 for information on setting up a daily Pay Anyone limit.) A transaction performed on an Authorised Account by a Related Account User is subject to the same daily Pay Anyone limit that applies to the Related Account User's own Online Banking profile. For example, Ann has registered for Online Banking and has set up a daily Pay Anyone limit of \$2,500. If Ann authorises a Related Account User to access her Account and the Related Account User has set up a daily Pay Anyone limit of \$5,000, the Related Account User's daily Pay Anyone limit will apply to any Pay Anyone Payments made from Ann's Account by the Related Account User. The Related Account User will be able to conduct Pay Anyone Payments up to \$5,000 in any one day, whereas Ann will only be able to conduct Pay Anyone Payments up to \$2,500.

## **4. PAY ANYONE PAYMENTS**

### **4.1 Establishing access to Pay Anyone**

You may apply for access to Pay Anyone by applying for a Limits Package that allows Pay Anyone Payments.

Once your daily Pay Anyone limit becomes effective, you can make:

- single Pay Anyone Payments; or
- Multi Payments,

up to the amount of your Pay Anyone limit in any one day.

Multi Payment creation is not available through Mobile Banking

### **4.2 Processing your instructions**

Pay Anyone Payments will be treated as received according to the table set out in Internet Banking's Help feature, available once you have logged on to our Internet Banking site.

You cannot transfer to a credit card account using Pay Anyone.

It is your responsibility to ensure that the account details you provide are correct or your payment may be unsuccessful or may be paid to an unintended account. We do not check that the details you provide are correct (for example that the name and account number match), and relies solely on the account number details to process your transaction.

### **4.3 Mistaken Internet Payments**

If you have made a Mistaken Internet Payment and

#### **4.3.1 you notify us within 10 Business Days of making the payment:**

Provided we are satisfied a Mistaken Internet Payment has occurred, we will contact the unintended payee's financial institution (the 'Other Financial Institution'). If:

- there are sufficient funds to the amount of your Mistaken Internet Payment ('Sufficient Funds') available in the account of the unintended payee, and
- the Other Financial Institution is satisfied that a Mistaken Internet Payment has occurred, the Other Financial Institution must return the funds to us within 5 to 10 Business Days. We will then return the funds to you as soon as practicable.

#### **4.3.2 you notify us between 10 Business Days and 7 months after making the payment:**

Provided we are satisfied a Mistaken Internet Payment has occurred, we will contact the Other Financial Institution, which will:

- investigate the matter within 10 Business Days of our request to do so if there are Sufficient Funds available in the account of the unintended payee; and
- prevent the unintended payee from withdrawing the funds for a further 10 Business Days if it is satisfied that a Mistaken Internet Payment has occurred; and
- return the funds to us within a further 2 Business Days if the unintended payee does not establish they are entitled to the funds during the further 10 Business Day period listed above.

We will then return the funds to you as soon as practicable.

#### **4.3.3 you notify us 7 months after making the payment:**

Provided we are satisfied a Mistaken Internet Payment has occurred, we will contact the Other Financial Institution. If:

- there are Sufficient Funds available in the account of the unintended payee, and
- the Other Financial Institution is satisfied that a Mistaken Internet Payment has occurred,

the Other Financial Institution will seek the consent of the unintended payee to return the funds to us. If the unintended payee consents, the Other Financial Institution will return the funds to us. We will then return the funds to you as soon as practicable.

#### 4.4 Unintended Payee

If you are the recipient of a Mistaken Internet Payment, you authorise us to withdraw the funds from your account and return the funds to the payer's financial institution in accordance with our obligations under the ePayments Code.

#### 4.5 Pay Anyone and Related Account Access

The daily Pay Anyone limit that you, the Account holder, apply to your Online Banking Profile does not apply to a Related Account User. A transaction performed on an Authorised Account by a Related Account User is subject to the same daily Pay Anyone limit that applies to the Related Account User's own Online Banking Profile. Refer to section 3.5.2 for further information on Related Account Access.

#### 4.6 Processing Pay Anyone Payments from your QLD Solicitors Trust Account

The Queensland Law Society Electronic Funds Transfers Guidelines requires certain information to be printed on your account statement in respect of Pay Anyone Payments, including a unique transaction reference generated by your firm.

To enable the transaction reference to print on both your account statement and the payee's account statement, you need to enter the transaction reference in both the Payee Account Name and Payee Reference field.

For example, if ABC Law Firm needs to process a Pay Anyone Transaction to John Smith's BOQ Account 00000001 with a payment reference of SJ20150929 then these details would need to be entered as follows:

<b>Personalised Payee Name:</b>	John Smith
<b>Payee BSB:</b>	124-001
<b>Payee Account Number:</b>	00000001
<b>Payee Account Name:</b>	John Smith SJ20150929
<b>Payee Reference:</b>	SJ20150929

Please ensure all authorised users are aware of the above process, as it is essential that you enter the information as set out above in order to have the transaction reference print on both your account statement and the payee's account statement.

## **5. PAYMENTS FILE UPLOAD**

### **5.1 Features and benefits**

Payments File Upload allows you to process bulk payments or direct debits by uploading a single debit or single credit data file which contains your instructions.

### **5.2 Access to Payments File Upload**

To access Payments File Upload either you, the Customer, or a Related Account User or an Authoriser must have access to Internet Banking. If you, the Customer, have Internet Banking access, you will need to apply to use Payments File Upload. If you, the Customer, do not have Internet Banking access, you will need to apply to use Payments File Upload and authorise a Related Account User to use Payments File Upload for Authorised Accounts. Application forms may be submitted at a branch, or sent to us by mail.

Your application must nominate an account from which we will debit the total of all payment transactions in each file you upload.

A Delegator can grant a Delegated User access to Payments File Upload. The Delegator must have already registered to use Payments File Upload before granting access to a Delegated User.

You must use a Token to authenticate all Payments File Upload requests. If a Token has not previously been issued to you, you will be issued with a Token when you apply for Payments File Upload.

Within 10 days of receiving your completed and signed application we will send you an Australian Payments Clearing Association number.

### **5.3 Setting up your access to Payments File Upload**

The data file you send to us needs to be in the correct format. This format is called CEMTEX. You should be able to create a file in this format using your own accounting package (such as MYOB). In addition, for debit files, you can create a file in the correct format using Internet Banking even if you do not have a software package to do so. Before you upload the first "live" data file you will need to provide a "test" data file to ensure that the file format is correct. We will let you know when to provide the "test" data file.

Once we have confirmed your registration details and that the "test" file is correct, you can start uploading files using Internet Banking.

A data file can contain credits to and debits from other accounts.

To debit the accounts of third parties you need to be registered as a debit user of the Bulk Electronic Clearing System used between subscribing financial institutions in Australia. To become a debit user of the Bulk Electronic Clearing System you must complete a separate application. In using this facility you must comply with the obligations of a debit user of the Bulk Electronic Clearing System as advised by us from time to time.

We will accept and distribute payments to most Australian financial institutions (separate files for each are not necessary). Please note that not all Australian financial institutions accept payments through the Bulk Electronic Clearing System

### **5.4 How to upload a payments data file**

Data files may be uploaded by you, the Customer (if you are registered for Online Banking), and each Related Account User, Authoriser or Delegated User who has been authorised to do so.

An Account holder may have more than one Payments File Upload facility, up to a maximum of 5. Each facility will have a unique Australian Payments Clearing Association number. If you have more than one Payments File Upload facility, you will need to choose the correct Australian Payments Clearing Association number from the list provided before you upload the file.

After creating a data file, you upload the file and send it to us using Internet Banking. Select the "Multi Payments from the menu then click "Payments File Upload", enter the requested information, attach the data file and click on "Upload" to proceed.

The data file must comply with the format and specifications described above. We can change the format and specifications by advance notice in writing to you.

The data file you send to us must specify:

- the date on which the relevant payments are to be made into specified accounts;

- details of the accounts from and to which payments are to be made; and
- any other information that we tell you we require to process the payments data file.

## 5.5 Authorisation and payment

By submitting the data file to us you are authorising us to make the payments or debit the accounts of third parties according to your instructions in the data file. Before you forward the data file to us you should check all the details in it carefully to ensure they are accurate. You will also be given the opportunity to check these details once uploaded to the Internet Banking system, but prior to confirmation of the data file, however you will not be able to edit the data file.

You must ensure that you have cleared funds available in the Nominated Account to meet your payment instructions, or have an approved processing limit which will allow us to debit your Nominated Account up to a certain amount in excess of your credit balance.

Provided that you comply with these terms and conditions and have sufficient funds available, we will accept and distribute payments to accounts at participating financial institutions in accordance with your instructions.

If the payment funds are to be provided by direct debit from one or more accounts operated by customers with other approved financial institutions and there are insufficient funds in those specified accounts to cover your instructions we may:

- suspend or cancel your use of Payments File Upload and your payment instructions; and
- charge an administrative fee (please refer to [section 10](#) for details of applicable fees).

You must use a Token to authenticate all Payments File Upload requests.

If the Nominated Account requires more than one Authoriser to authorise Value Transactions, the instructions contained in the data file will not be processed until all required Authorisers have provided their authorisation.

## 5.6 Processing your instructions

All payments in the data file will be made on the date you nominated (provided that date is not in the past). If you nominate a past date we can, at our discretion, process the data file when we receive it or on the next Business Day if that date is a non-Business Day. If you nominate a date in the future we will process the data file on that date or on the next Business Day if that date is a non-Business Day.

Payments File Upload Transactions will be treated as received according to the cut-off times detailed in our Internet Banking Payments File Upload Facility application form.

If you upload a data file in error or there is an error in one or more payments within the file, we can stop the relevant payments or direct debits from being processed. To give us time to do so you will need to notify us before the specified time, which is listed on the Internet Banking Help feature.

Payments File Upload Transactions are not subject to your daily Internet Banking Pay Anyone limit.

## 5.7 Indemnity

You, the Account holder, severally indemnify each participating financial institution (including us) to which payment instructions are made using Payments File Upload. You agree to pay, the first time you are asked, any claim, action, demand, proceeding, loss, damage, expense or cost (including all legal costs and expenses) arising out of or resulting from:

- any payment made on your instructions or those of a User which, at the time of that payment, were not authorised by the payer or to which the payee was not legally entitled;
- any payment made on your instructions or those of a User which do not accord with the payer's request; or
- the failure to make a payment in accordance with the payer's request.

This indemnity may be enforced by any participating financial institution or by us as agent for any other participating financial institution.

You, the Account holder, must pay the participating financial institution the amount of a demand made by that institution in accordance with this section 5.7 without requiring proof of the validity or basis of that demand. However, you will not be taken to have admitted the validity of the demand by making a payment in accordance with it. On your request and at your expense, the participating financial institution concerned

must provide you with all reasonable assistance to investigate the circumstances on which that participating financial institution's demand was based.

You, the Account holder, authorise each participating financial institution to which your or a User's instructions, are made to admit, compromise or reject any claim made on that institution without reference to or authority from you. You must not dispute the amount of any admission or compromise made by that institution. However, the institution will be required to refund to you any payment made where it is subsequently determined that you were not liable to make that payment.

You will not be liable under this section 5.7 if a court establishes or the participating financial institution admits that the circumstances giving rise to that institution's demand were caused by or contributed to by the negligence of the institution, its employees or agents in processing the payment instructions. If you are not liable, the institution must refund to you the amount of any demand paid by you to it.

## **5.8 Termination**

The agreement for us to provide access to Payments File Upload to you, the Account holder, commences on the date we accept your application and continues until it is terminated in accordance with these terms and conditions.

You can terminate the agreement by giving us one weeks' written notice.

We can terminate the agreement by giving you one weeks' notice.

We can withdraw or deny access to Payments File Upload without prior notice to you for any reason including if:

- your access to Online Banking is terminated or suspended;
- we are required to do so by law or court order;
- we are otherwise obliged to discontinue provision of Payments File Upload;
- you, your agent or someone acting under your direction, is suspected of being involved in fraudulent activity in dealing with us; or
- we determine that you or a person you have authorised have used Payments File Upload in an unacceptable manner or in a way that may damage or prevent the operation of Payments File Upload.

## **6. BPAY PAYMENTS**

### **6.1 Features and benefits**

BPAY is a simple and convenient way to pay your bills 24 hours a day, 7 days a week. When you see the BPAY symbol on a bill you can pay that bill using EasyPhone Banking, Internet Banking or Mobile Banking.

### **6.2 Getting started**

You do not need to register for BPAY. Simply call EasyPhone Banking or log on to Internet Banking or Mobile Banking and select "Pay Bill (BPAY)" from the menu.

To make a BPAY Payment you will need to provide:

- the Biller code or reference number from the bill;
- your customer reference number with that Biller, for example your account number;
- the amount you want to pay; and
- the Nominated Account from which you want the payment to be made.

Once this information is provided, we will treat your instructions as valid and will debit the Nominated Account accordingly.

We are not obliged to effect a BPAY Payment if it is not made in accordance with these terms and conditions or if the information given is incomplete or inaccurate.

### **6.3 Some rules about BPAY**

#### **6.3.1 Accounts that BPAY Payments can be made from**

We are a member of BPAY (which includes BPAY View as described in clause 7). You can ask us to make payments on your behalf to Billers (which may include us). We will give you notice if we cease to be a member of BPAY.

Refer to your Account Terms and Conditions for Accounts that BPAY Payments can be made from (subject to minimum withdrawal restrictions).

The account must be registered as a Nominated Account for the purposes of EasyPhone Banking or Online Banking in order to make a BPAY Payment from it.

#### **6.3.2 Daily transaction limits**

The daily transaction limit for BPAY Payments made through EasyPhone Banking is \$3,000.

Daily transaction limits for Online Banking are described in section 3.7.2.

In any day the total amount you transfer for BPAY Payments must not exceed these limits. These daily transaction limits are separate from and in addition to any other daily transaction limit for EasyPhone Banking or Online Banking.

We are not responsible for any limits or restrictions on transfers imposed by other institutions.

#### **6.3.3 Increasing your daily BPAY limit for Online Banking**

You (excluding Delegated Users) can increase your daily BPAY limit at any time by:

- applying through Internet Banking; or
- visiting a branch; or
- calling our Customer Contact Centre on 1300 55 72 72.

Your new (increased) limit will be effective immediately if it is increased in a branch or over the phone however it will take 2 calendar days to take effect if changed via Internet Banking.

Your new (increased) daily BPAY limit applies to all Users.

You, the Account holder, acknowledge that increasing your daily BPAY limit may increase your liability in the event of an Unauthorised Transaction.

### **6.3.4 Reducing your daily BPAY limit for Online Banking**

You can reduce your daily BPAY limit to a lower limit or a zero limit at any time by:

- applying through Internet Banking; or
- visiting a branch; or
- by calling our Customer Contact Centre on 1300 55 72 72.

Your new (reduced) limit will be effective immediately.

Your new (reduced) daily BPAY limit applies to all Users.

## **6.4 Processing your instructions**

Once you make payment instructions they cannot be stopped. You are responsible for ensuring that you authorise payment of the correct amount of money to the correct Biller account.

You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment) when instructing us to make a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your account. Clause 11 describes when and how we will arrange for such a BPAY Payment to be refunded to you.

If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you need to pay, you can make another BPAY Payment for the difference.

We can delay acting upon an instruction if, for example, we need further information.

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.

We will not act on an instruction when the terms and conditions of your accounts (for example, withdrawals from certain Term Investment Accounts) do not permit them.

You must comply with the terms and conditions applying to your Nominated Account to the extent that those terms are not inconsistent with or expressly overridden by this clause. If there is any inconsistency between the terms and conditions applying to your Nominated Account and this clause, this clause will apply to the extent of that inconsistency.

When we have instruction for more than one payment from your Accounts we will determine the order of priority in which payments are made.

Billers participating in BPAY have agreed that they will treat BPAY Payments you make as received by the Biller according to the table set out in Internet Banking's Help feature.

## **6.5 BPAY Biller Limits and Restrictions**

BPAY Billers may impose minimum and maximum transaction amounts for BPAY Payments.

BPAY Billers may not accept payments from all account types, for example, you may not be able to pay bills from credit cards etc. If you are trying to make a BPAY Payment from a Credit Card Account, we treat that payment as a credit card purchase transaction. If the Biller does not allow payments from a Credit Card, you will be provided with the option to proceed with the BPAY Payment being treated as a cash advance (which may incur immediate interest charges and additional fees).

## **6.6 Delays**

Delays may occur in processing a BPAY Payment where:

- there is a public or bank holiday on the day after you tell us to make the BPAY Payment;
- you tell us to make a BPAY Payment either on a day which is not a Business Day or after the time listed on Internet Banking's Help feature;
- another financial institution participating in BPAY does not comply with its obligations under BPAY; or
- a Biller fails to comply with its obligations under BPAY.

While it is expected that any delay in processing for any of these reasons will not continue for more than one Business Day, such delays could continue for a longer period.

We are not responsible for such delays. Once we process your instructions, any delays are outside our control. We are not responsible to you for any losses or expenses incurred by you as a result of delays in processing a BPAY Payment.

If we are advised that a Biller cannot process a BPAY Payment, we will:

- tell you;
- credit your Account with the amount of the BPAY Payment; and
- take all reasonable steps to assist you in making that BPAY Payment as quickly as possible.

## **6.7 Keep records and monitor BPAY Payments**

We will attempt to make sure that your BPAY Payments are processed promptly by the participants in BPAY, including those Billers to whom your BPAY Payments are to be made.

You should check your statements of account for your Nominated Accounts carefully.

You must tell us promptly if:

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

We will attempt to rectify any such matters. If the transaction is an Unauthorised Transaction, liability will be determined in accordance with section 11.10. Otherwise, except as set out in section 11.12, we will not be liable for any loss or damage you suffer as a result of using BPAY.

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 correct the error. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

## **6.8 Privacy – BPAY**

If you make a BPAY Payment, you agree to our disclosing to Billers nominated by you and if necessary the entity operating BPAY (BPAY Pty Ltd) and any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited (provider of the electronic systems needed to implement BPAY):

- personal information (for example your name, address and the fact that you are our customer) that is necessary to facilitate your registration for or use of BPAY;
- transactional information that is necessary to process your BPAY Payments and your use of BPAY View. Your BPAY Payment information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View will be disclosed to the Biller; and
- that an event mentioned in clause 7.3(b)-7.3(f) has occurred.

You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in BPAY, as necessary.

You can request access to your information held by us or directly from BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed below or by referring to the procedures set out in the privacy policy of the relevant entity.

Privacy Officer  
info@bpay.com.au

BPAY Pty Ltd ABN 69 079 137 518  
Cardlink Services Limited ABN 60 003 311 644  
PO Box 3545 Rhodes NSW 2138

Our privacy policy, along with the privacy policies of BPAY Pty Ltd and Cardlink Services Limited contain information about how you may complain about a breach of the Privacy Act 1988 (Cth) and the process by which your complaint will be handled.

If your personal information detailed in this section is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment.

## **7. BPAY VIEW**

### **7.1 Getting started**

BPAY View is a scheme through which you can receive or access bills or statements electronically from participating Billers nominated by you.

You need to register in order to use BPAY View for each Biller from whom you wish to receive your bill electronically. Register by logging on to Internet Banking at [boq.com.au](http://boq.com.au) and selecting to view bills from nominated Billers using BPAY View. You can also cancel your registration for each Biller at any time using Internet Banking.

### **7.2 Some rules about BPAY View**

If you register for BPAY View, you:

- agree to us disclosing to the Biller nominated by you:
  - your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable the Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
  - that an event in clause 7.3(b), (c), (d), (e) or (f) has occurred.
- agree to us or a Biller (as appropriate) collecting data about whether you access your emails, Internet Banking and any link to a bill or statement;
- state that, where you register to receive a bill or statement electronically through BPAY View, you are entitled to receive that bill or statement from the applicable Biller; and
- 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 section we are the agent for each Biller nominated by you under (a) above.

You must notify us, if any of your personal information changes and you consent to us disclosing your updated information to all other participants in BPAY.

You can request access to your information held by us, BPAY Pty Ltd or its agents, Cardlink Services Limited.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested use of BPAY View.

You can deregister a Biller at any time and the Biller will be removed from your list of Billers and you will no longer receive electronic bills from that Biller. It will take approximately two business days for the biller to process the de-registration request.

### **7.3 Paper bills**

You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- a) at your request to a Biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- b) if you or a Biller deregister 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 Internet 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 service or a link to a bill or statement for any reason;
- f) if any function necessary to facilitate BPAY View malfunctions or is not available for an extended period.

We accept no liability to provide you with a paper bill or statement in any of these circumstances unless we are the Biller.

### **7.4 Notice of bills or statements**

You will be notified of receipt of a bill or statement through our Online Banking secure mail service, as well as to the nominated email address.

You agree that when using BPAY View:

- if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - when you receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - at the email address nominated by you;
- if you receive notification on Internet Banking without an email then the bill or statement is received by you:
  - when a notification is posted on Internet Banking, whether or not you choose to access Internet Banking; and
  - on Internet Banking;
- bills and statements delivered to you, unless deleted by you, remain accessible through Online Banking for the period determined by the Biller up to a maximum of 18 months after which they will be deleted, whether paid or not;
- you will contact the Biller if you have any queries in relation to bills or statements.

## **7.5 What you must do**

You must:

- check your emails or Online Banking on a regular basis;
- tell us if your contact details (including email address) change;
- tell us if you are unable to access your email or Online Banking or a link to a bill or statement for any reason; and
- ensure your mailbox can receive notifications (e.g. it has sufficient storage space available).

Unless expressly provided for in these terms and conditions we are not responsible for arranging for or ensuring that any Biller you nominate will make bills and statements available to you. If you fail to receive bills and statements from a Biller or the bill or statement is not available to be viewed using BPAY View you should contact the applicable Biller to obtain a paper bill or statement.

## **7.6 BPAY View billing errors**

A BPAY View billing error means any of the following:

- if you successfully registered with BPAY View:
  - failure to give you a bill (other than because you failed to view an available bill);
  - failure to give you a bill on time (other than because you failed to view an available bill on time);
  - giving a bill to the wrong person;
  - giving a bill with incorrect details;
- if your BPAY View deregistration has failed for any reason:
  - giving you a bill if you have unsuccessfully attempted to deregister;

You agree that if a billing error occurs:

- 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
- 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.

You agree that for the purposes of section 7.6, you, the Account holder, are responsible for a billing error if the billing error occurs as a result of any act or omission by a User or the malfunction, failure or incompatibility of computer equipment the User is using at any time to participate in BPAY View.

## **8. INTERNATIONAL PAYMENTS**

### **8.1 Features and Benefits**

International Payments allow you to transfer money to a Beneficiary with a bank account held at an overseas financial institution. The transfer can be made in Australian dollars or a wide range of foreign currencies. International Payment processing and cut-off times for each foreign currency are set out in the Internet Banking help feature or are available from your branch.

### **8.2 Access to International Payments**

To access International Payments either you, the Customer, or a Related Account User or an Authoriser must have access to Internet Banking. If you have Internet Banking access, you will need to apply to use International Payments.

International Payments can only be made from a Transaction Account. International Payments must be for at least \$100AUD or the equivalent of \$100AUD.

You must use a Token to authenticate all International Payment requests. If a Token has not previously been issued to you, you can obtain a Token from any branch.

A Delegator can grant a Delegated User access to International Payments. The Delegator must have already registered to use International Payments before granting access to a Delegated User.

International Payments are part of your daily transaction limit for Pay Anyone Payments. To make an International Payment you must have sufficient funds in your Account from which the funds are to be transferred.

### **8.3 Processing your instructions**

It is your responsibility to ensure that the account details you provide are correct or your payment may be unsuccessful or may be paid to an unintended account. We do not check that the details you provide are correct and rely solely on the account number and IBAN or BIC or other account identifier details to process your transaction.

By applying for an International Payment, you acknowledge and agree that:

- in order for us to make the payment we may have to utilise the services of banks, other than the one(s) requested, and those services may be subject to fees and charges which will be deducted from your account;
- we will be obliged to accept the return of proceeds of a money transfer if acceptance of those proceeds is refused for any reason by any party connected with or having jurisdiction over the transaction. Any proceeds so received may be credited to the account to which the money transfer was originally debited. We will not be liable to any party for any losses or damage whatsoever as a result of the return of proceeds in such circumstances;
- we have an absolute discretion to decline to process your application for a money transfer if we believe (whether on reasonable grounds or otherwise) in good faith that processing the application would offend against any policy or law relating to sanctions imposed on a particular country, money laundering and/or the national interests and/or the national security of any State. We will not be liable to any party for any loss or damage whatsoever arising from any decision based on any of the above grounds not to process your application;
- exchange rates are indicative only and are subject to change. The exchange rate will be advised on screen before you confirm your transaction. You or the User will have a short period of time, as advised on screen, to complete the transaction once the exchange rate is advised. When your transaction is confirmed the rate stated on your receipt is the rate that will apply to the International Payment, regardless of when payment is processed. Funds will be immediately debited from your Account in Australian dollars;
- once you have confirmed a transaction and an exchange rate has been accepted, this constitutes a real time commitment to that exchange rate and subsequent payment. If for any reason you wish to cancel a

payment once an exchange rate has been accepted, this may result in an exchange rate loss to us which will be charged to you.

## 8.4 Risks

Subject to circumstances beyond our control (such as international communications breakdown and problems or delays in the processing of our payment message by the correspondent bank), money sent via International Payment is normally available for payment to the Beneficiary within two to four business days (Australian time) of our acceptance of your or a User's instructions. Payment of the transferred money to the Beneficiary is the responsibility of overseas or Australian banks and their correspondent banks (which may include overseas banks or banks located in Australia). The timing of the payment and conversion to a local or other currency is subject to the domestic regulations and individual correspondent bank practices in the country of the Beneficiary and therefore beyond our control. All enquiries to overseas banks and/or their correspondent banks concerning payment will be at your cost.

In addition to fees and charges imposed by us (see section 8.6 below), the processing of an International Payment may be subject to fees and charges imposed by overseas banks and their correspondent banks (which may include banks located in Australia) involved in the transaction. There may be more than one other bank involved, each of which may seek reimbursement for its services. Other banks involved in the transaction may deduct their fees from the amount of the International Payment. Where such fees and charges are deducted, you must assume that the Beneficiary will receive a lower amount than the amount you transferred.

Foreign currency funds returned to us for any reason will be converted back to Australian dollars using our buying rate of exchange applicable on the day the notification of the return is received and will be credited to the Account from which the International Payment was debited. The amount credited to your account will more than likely be different to the amount debited when the International Payment was made and may result in a loss to you. We take no responsibility for any loss that results from returned or cancelled payments.

We assume no responsibility for circumstances beyond our control, including but not limited to actions of other parties connected to the transaction. In the absence of proven negligence, we shall not be liable for any loss or damage suffered as a result of us acting on the instructions given.

Once the funds for the International Payment have left your Account, the transaction may not be able to be reversed. You must take extreme care to ensure that the details you have entered into International Payments are correct. Failure to do so may result in loss of funds which you may not be able to recover.

## 8.5 Privacy – International Payments

Your personal information will be handled in accordance with the Privacy Notification and Consent Form you receive when you open your account.

In addition, if you make an International Payment, you agree to our disclosing to Beneficiaries nominated by you, financial institutions inside and outside of Australia and other external institutions (including SWIFT) where required or permitted by law:

- personal information (for example your name, address, BSB and account number and the fact that you are our customer); and
- transactional information that is necessary to process your International Payment.

You acknowledge and agree that any disclosure of personal information by us pursuant to an International Payment does not breach the confidentiality and privacy obligations of us to you. For further information, you may obtain a copy of our Privacy Policy which outlines how you can request access to your information.

## 8.6 Fees and charges

Details of the fees payable for the International Payment service are set out in the Personal Banking Guide to Fees and Charges and the Business Banking Guide to Fees and Charges.

As noted above, the processing of an International Payment may also be subject to fees and charges imposed by overseas banks and their correspondent banks (which may include banks located in Australia) involved in the transaction. Other banks involved in the transaction may deduct their fees from the amount of the International Payment; otherwise you must reimburse us for any fees and charges in relation to carrying out your instructions. We will debit your Account with the amount you are required to reimburse us.

## **9. REAL TIME GROSS SETTLEMENT / RTGS PAYMENTS**

### **9.1 Features and Benefits**

Real Time Gross Settlement Payments or RTGS Payments allows you to transfer funds to an Australian bank account in real time and on a gross basis. Settlement in real time means the transaction is subject to a minimal processing period. Gross settlement means the transaction is settled on a one to one basis without bunching or netting with any other transaction. RTGS processing and cut-off times are set out in the Internet Banking help feature or are available from your branch.

### **9.2 Access to RTGS Payments**

To access RTGS Payments either you, the Customer, or a Related Account User or an Authoriser must have access to Internet Banking. If you have Internet Banking access, you will need to apply to use RTGS Payments.

RTGS Payments can only be utilised from Transaction Account. RTGS Payments must be for at least \$100AUD.

You must use a Token to authenticate all RTGS Payment requests. If a Token has not previously been issued to you, you can obtain a Token from any branch.

A Delegator can grant a Delegated User access to RTGS Payments. The Delegator must have already registered to use RTGS Payments before granting access to a Delegated User.

RTGS Payments are part of your daily transaction limit for Pay Anyone Payments. You must have sufficient funds in your Account from which the funds are to be transferred.

### **9.3 Processing your instructions**

If you complete a request to make an RTGS Payment you acknowledge that provided that there are sufficient clear funds in your Account, once given to us, RTGS Payment instructions cannot be revoked and that settlement will be immediate. Funds will be debited from your Account immediately.

It is your responsibility to ensure that the account details you provide are correct or your payment may be unsuccessful or may be paid to an unintended account. We do not check that the details you provide are correct and rely solely on the account number details to process your transaction.

By applying for an RTGS Payment, you acknowledge and agree that:

- we may utilise the services of another bank or branch for the purpose of giving effect to your instructions;
- we do not check prior to making payment that the account number corresponds with the account details. If you enter the incorrect account number, you acknowledge that you and not us will be responsible for the "recovery" of the payment if it was sent to someone who was not the intended Beneficiary;
- payment and the timing of the payment to the Beneficiary is the responsibility of the correspondent and/or beneficiary banks.

An RTGS Payment requested prior to 4.00pm (Sydney time) on a business day will be processed that same business day and an RTGS Payment requested after 4.00pm (Sydney time) will be processed the next business day. If you have received a product disclosure statement for our treasury services and entered into a forward foreign exchange contract with us, you may request that an RTGS Payment occur at a specified future date. In that case, we will endeavour to process the RTGS Payment before 4.00pm (Sydney time) on the day that you specify provided that this is a business day.

### **9.4 Risks**

We cannot guarantee when funds transferred using the RTGS Payment service will arrive and delivery may take up to two hours. If a payment is required to be made by a certain time, you must ensure that it is received by that time and with sufficient time to cater for processing times stated previously. We do not accept liability if an RTGS Payment is not made or is late.

To the extent permitted by law, we, our employees or agents are not responsible for any loss no matter how caused resulting from delays, errors or omissions in transactions, or any acts, default or negligence by you in providing instructions or other banks or agencies whose services are used by us in giving effect to your instructions. You warrant to us that the particulars in your instructions are correct.

We or our correspondents and/or beneficiary banks will not be liable for any negligence, delay or error in transit or transmission of an RTGS Payment. In the event of loss or damage directly or indirectly attributable to any such negligence, delay or error, liability of our or our correspondents and/or beneficiary banks will be limited to the re-supply of the service, where such limitation is permitted by law.

Once the funds for an RTGS Payment have left your Account, the transaction may not be able to be reversed. You must take extreme care to ensure that the details you enter into your RTGS Payments are correct. Failure to do so may result in loss of funds which you may not be able to recover.

## **9.5 Privacy – RTGS Payment**

Your personal information will be handled in accordance with the Privacy Notification and Consent Form you receive when you open your account.

In addition, if you make an RTGS Payment, you agree to our disclosing to Beneficiaries nominated by you, banks inside and outside of Australia and other external institutions (which may include SWIFT) where required or permitted by law:

- personal information (for example your name, address, BSB and account number and the fact that you are our customer); and
- transactional information that is necessary to process your RTGS Payment.

You acknowledge and agree that any disclosure of personal information by us pursuant to an RTGS Payment transaction does not breach the confidentiality and privacy obligations of us to you. For further information you may request a copy of our Privacy Policy which outlines how you can request access to your information.

## **9.6 Fees and Charges**

Details of the fees payable for RTGS Payment services are set out in the Personal Banking Guide to Fees and Charges and the Business Banking Guide to Fees and Charges.

Unless otherwise stated, charges made by the receiving bank will be the responsibility of the Beneficiary and may be deducted from the Beneficiary's account.

In order to facilitate the transfer of funds to other financial institutions, more than one intermediary financial institution may be involved. You must reimburse us for any fees and charges in relation to carrying out your instructions that may be payable as a result of utilising the services of another bank or branch. We will debit your Account with the amount you are required to reimburse us.

## **10. FEES**

Details of fees payable for all services described in this book are set out in the Personal Banking Guide to Fees and Charges and the Business Banking Guide to Fees and Charges.

## **11. ELECTRONIC ACCESS**

### **11.1 Terms and conditions of Electronic Access Methods**

You are bound by the terms and conditions relating to the use of an Electronic Access Method when you first use it, and each subsequent use of the Electronic Access Method constitutes acceptance of the terms and conditions then in force.

### **11.2 Some rules about Electronic Access Methods**

#### **11.2.1 When these rules apply**

These rules apply when a User uses a Card, Identifier or Code to access your Accounts. Examples of Electronic Access Methods are:

- using a Card and PIN at ATMs, EFTPOS terminals, Bank@Post and branch teller terminals; and
- using a Customer Access Number and Personal Access Code (and in the case of an Authoriser or Delegated User for Online Banking, a User ID) to access your Account or conduct Telephone Banking Transactions or Online Banking Transactions.

#### **11.2.2 Access to Nominated Accounts**

Unless you or a User has notified us that the components of an Electronic Access Method have been misused, lost or stolen or the security of a Code has been breached, you, the Account holder, agree that we are entitled to allow operations on your Nominated Accounts where the correct Identifiers and Codes have been provided.

You, the Account holder, acknowledge and accept that we cannot verify by way of signature comparison whether the person accessing your Nominated Accounts using the Card or Codes is you or a User.

#### **11.2.3 Nominating Accounts for Electronic Transactions**

You, the Account holder, must specify Nominated Accounts at the time you apply for the Electronic Access Method. You can nominate different accounts for different Electronic Access Methods but you must nominate at least one account for each access method.

You, the Account holder, can make a written or verbal application to us to alter the Nominated Accounts at any time. The alteration will be effective upon our approval of the request. We will provide written or verbal confirmation to you when any alterations are made to the Nominated Accounts.

If you notify us verbally or in writing of deletion of an account from your list of Nominated Accounts, we will no longer be entitled to debit or credit that Nominated Account using the specified Electronic Access Method.

You can only perform transactions on an account that has been nominated for access using the particular Electronic Access Method. Third Party Accounts cannot be registered as Nominated Accounts for EasyPhone Banking or Online Banking

EasyPhone Banking and Online Banking allow Customers to transfer funds from Nominated Accounts held in their name to Third Party Accounts. For the purposes of these terms and conditions, a joint Account which is an Either to Operate Account is treated as an Account held in the Customer's name.

#### **11.2.4 You should check your instructions**

As Online Banking Transactions and Telephone Banking Transactions will be made as per your instructions, you must ensure that you provide the correct details.

We are not required to, and do not, check that the BSB number, account number or Credit Card account number correspond with the financial institution and account name of the payee provided by you. Any error in these details may result in a transfer being made to an incorrect payee or the transfer not being made at all. We are not responsible for any inaccuracy in instructions given by you.

Your instruction will not be processed if:

- all necessary information is not provided;
- there are insufficient available funds in your Account from which the funds are to be transferred;

- the amount of the transfer means that the relevant daily transaction limit will be exceeded for that day;
- the amount of the transfer is less than the minimum deposit requirements of the Account type to which the funds are to be transferred where that Account is a BOQ account;
- the amount of the transfer is less than the minimum withdrawal requirements of the Account type from which the funds are to be transferred;
- there is a restriction recorded against the Account from which the funds are to be transferred which prevents the funds transfer; or
- we are restricted or prohibited by law, regulation, the requirement of a government or similar authority (including the Reserve Bank of Australia) or industry code from permitting the transfer to occur.

Valid instructions or transactions cannot be stopped or countermanded by you after they have been initiated through an Electronic Access Method.

If we have processed your instructions and then we are notified by the receiving financial institution that the funds cannot be deposited into the account you have nominated, we will return the funds to the account from which the funds were transferred less any fees incurred.

If we make a transfer to a person which is not in accordance with your instructions or which exceeds the amount requested in your instructions, we will credit your account with the amount of that transfer or the difference between the amount transferred and your instructions.

To help ensure that you know when or if your instructions have been successfully completed, you should:

- ensure that you have received a receipt number and the time and date of the transaction; and
- confirm with the payee that your transfer has been received.

### **11.2.5 Transacting on Nominated Accounts**

Account information accessed using Internet Banking, Mobile Banking or EasyPhone Banking will generally reflect the position of the account at that time, except for transactions we have not processed yet (including uncleared cheques, cheques cleared and direct debits processed by us that day). In addition, if you give us a transfer instruction after the relevant cut-off time, the account balances may not reflect the transaction until the close of business on the next Bank Business Day.

Where the Electronic Transaction is conducted using EasyPhone Banking, we will give you receipt information, including a receipt number and confirmation of the details of the transaction, by voice communication at the time of the Electronic Transaction.

You should record the receipt number and check it against the information contained in your statement of account. You should quote this receipt number when making any enquiries in relation to the transaction. Where the Electronic Transaction is conducted using Mobile Banking, you may obtain a receipt by email at the end of the Electronic Transaction.

## **11.3 Fees and charges**

Fees and charges for conducting transactions using Electronic Access Methods are contained in the Personal Banking Guide to Fees and Charges and the Business Banking Guide to Fees and Charges.

You, the Account holder, agree to pay all fees, government charges, taxes and duties that can be imposed in respect of use of the Electronic Access Method.

We will debit all fees and charges for all Electronic Access Methods from the account from which the transfer is made. The fees are charged to the account on the last day of each month.

You, the Account holder, are responsible for any telecommunication charges and Internet service provider charges to enable you to access an Electronic Access Method.

## **11.4 Availability of the Electronic Access Method**

We will use reasonable efforts to ensure that you can access Nominated Accounts using EasyPhone Banking, Internet Banking and Mobile Banking 24 hours a day, other than during scheduled maintenance and downtime, which we will aim to conduct outside of normal business hours.

We will maintain electronic banking access to Nominated Accounts unless:

- our Electronic Equipment malfunctions or is unavailable;
- at least one of your accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us;
- we believe that access to the Electronic Access Method may cause loss to you or to us;
- we believe that the security of the Electronic Access Method or our systems has been compromised;
- access is unavailable due to electrical short circuit, power failure, telecommunications failure or fault, industrial dispute, act of God or other causes beyond our control; or
- access is unavailable due to emergency or unscheduled maintenance.

We can, at any time, change:

- the types of Accounts that can be operated using an Electronic Access Method;
- without notice to you, the types of transactions you can perform using an Electronic Access Method;
- the types of Electronic Equipment that can be used to provide access; and
- the hours during which an Electronic Access Method or any part of it is available to you.

If, due to a service fault or difficulty with Internet Banking, Mobile Banking, or EasyPhone Banking you do not receive confirmation that the service has received your instructions, you must notify us by calling our Customer Contact Centre on 1300 55 72 72.

## 11.5 Warranties

We do not warrant:

- that the Electronic Access Method will be available at all times, will be uninterrupted or error-free; or
- the quality, accuracy or fitness for any particular purpose of the Electronic Access Method.

## 11.6 Protecting your Electronic Access Methods

The security of a PIN, Personal Access Code and Token is important as anyone who has them may be able to make transactions on Nominated Accounts. You must make every effort to ensure that your Codes and Tokens are not misused, lost or stolen.

## 11.7 Protecting your PIN and other Codes

### 11.7.1 Protecting your PIN

When you select a PIN we suggest that you select a PIN that can be remembered without needing to record it. You must avoid using any number that could be linked to you by other persons such as your date of birth or any alphabetical code which is a recognisable part of your name.

When you select a PIN, you should test it to ensure that it has been successfully established.

To protect your PIN, you should:

- try to memorise it;
- destroy any letter from us telling you the PIN;
- make sure that nobody watches you entering your PIN;
- make sure that you do not leave anything behind when you complete a transaction.

You must take special care if you decide to record a memory aid for a PIN. Any record of a PIN must be kept separate from other Codes or Tokens unless it is well disguised.

You must not write or indicate the Token PIN on your Token, even if it is disguised.

### 11.7.2 Protecting other Codes

To protect your Codes, you should:

- memorise them;
- destroy our letter telling you your Code;

- not keep a record of your Codes, or if you do make sure it is disguised;
- not keep a record of your Codes together or with any Identifier which can be used to access an Electronic Access Method;
- not keep a record of your Personal Access Code together with your Customer Access Number and User ID, or if you do make sure they are reasonably disguised;
- not select a Code that is the same as, or similar to, any other Code you have for any account or access method you have with us. For example, your Personal Access Code should be different for EasyPhone Banking and Internet Banking;
- if you select your own Code, not select a number or word that can easily be associated with you, such as your date of birth, an alphabetical code which is a recognisable part of your name, or your marriage date, telephone number, bank account number, driver's licence number and so on;
- make sure that nobody watches you or hears you when you are entering or using your Codes at Electronic Equipment;
- make sure that you do not leave anything behind when you complete a transaction;
- check your Nominated Account statements regularly and report any Unauthorised Transactions promptly; and
- change your Codes regularly.
- These are only guidelines to help ensure the security of your Codes. Your liability for losses resulting from Unauthorised Transactions is determined under the relevant provisions of the ePayments Code.

## **11.8 What to do if you think that your security has been compromised**

### **11.8.1 Tell us immediately**

You must immediately notify us if a record of your Code or your Token is lost or stolen or you suspect that Unauthorised Transactions have been made on your Nominated Account.

The best way to make a report is by calling our Customer Contact Centre on 1300 55 72 72.

Alternatively, or if our telephone reporting service is unavailable, you should report the loss, theft or misuse to any branch.

You will need to give us all relevant information so that we can suspend access to your accounts using that Electronic Access Method. You must confirm in writing any notice given to us by telephone, which will help us to effectively deal with the report. However, a failure to do so will not affect your liability for Unauthorised Transactions.

We will give you an acknowledgment (which may include a notification number) that you should retain as evidence of the date and time of the report. We will be liable for all losses that result from Unauthorised Transactions occurring after you tell us that the Electronic Access Method has been misused, lost or stolen.

If you unreasonably delay in notifying us of the misuse, loss or theft, you may be liable for all of the actual losses that occur between when you became aware of (or should reasonably have become aware of) the misuse, loss or theft and when you actually notified us.

If you are unable to make a report to us because our facilities are unavailable, you are not liable for any Unauthorised Transaction that could have been avoided if you were able to tell us. However, you must tell us of the misuse, loss or theft within a reasonable time after our facilities become available again.

### **11.8.2 Change your Codes**

If you notify us of a breach of security of a Code you must not continue to use that Code and must change, or arrange for us to change, that Code as soon as possible to prevent possible loss of funds. You can do this by:

- changing your Online Banking Personal Access Code at any time using Internet Banking (or having your Delegator do so if you are a Delegated User);

- disabling your Online Banking access at any time using Internet Banking by calling our Customer Contact Centre on 1300 55 72 72 or +61 7 3336 2420 if you are calling from outside Australia. ;
- stopping your EasyPhone Banking Personal Access Code at any time using EasyPhone Banking or by calling our Customer Contact Centre on 1300 55 72 72 or +61 7 3336 2420 if you are calling from outside Australia. ;
- changing your Token PIN at any time using the Token.

### **11.8.3 Terminate your access**

We can terminate your access to an Electronic Access Method or cancel a Code without notice if there has been a misuse or suspected misuse of the Code or use of the Electronic Access Method in breach of these terms and conditions.

## **11.9 Your liability for authorised transactions**

You, the Account holder, will be liable for losses resulting from transactions that are carried out by any User or by another person with your knowledge and consent.

## **11.10 Liability for unauthorised transactions**

### **11.10.1 When you are not liable**

You, the Account holder, will not be liable for losses that you incur or suffer that:

- are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements or of Merchants or of their agents or employees;
- relate to any forged, faulty, expired or cancelled component or part of an Electronic Access Method (e.g. a Token or PIN);
- arise before you or a User receive a Token or receive or select a Code, including a replacement or reissued Token or Code;
- result from the same Electronic Transaction being incorrectly debited more than once to the same Nominated Account;
- result from an Unauthorised Transaction that occurs after you have notified us that a Token has been misused, lost or stolen or that the security of any Code has been breached; or
- result from an Unauthorised Transaction if it is clear that you and any Users have not contributed to the losses.

### **11.10.2 When you have limited liability**

This clause applies only where the ePayments Code applies to the relevant transaction.

If a Code was required to perform the transaction and it is not clear whether you or a User contributed to the loss caused by an Unauthorised Transaction, the amount of your liability will be limited to the lesser of:

- \$150; or
- the balance of the Nominated Account(s) (including any pre-arranged credit) from which value was transferred in the Unauthorised Transaction; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Token or of the Codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

### **11.10.3 When you are liable**

If we can prove that you or a User contributed to the loss arising from the Unauthorised Transaction:

- through fraud;
- by voluntarily disclosing any of the Codes to anyone including a family member or friend;
- by keeping a record of a PIN on a Token or in a way that it could be lost or stolen with the Token;
- by keeping a record of the Codes on any articles, without making a reasonable attempt to disguise them, in a way that they could be lost or stolen together;

- by selecting a Code which represents your or a User's birth date, or an alphabetical code which is a recognisable part of your or their name, after we have asked that person not to select such a Code and explained the consequences of doing so; or
- by otherwise acting with extreme carelessness in failing to protect the Codes.

You, the Account holder, will be liable for the actual losses that result from an Unauthorised Transaction which occurs before we are notified of the breach of the Electronic Access Method, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominated Account(s) or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the losses incurred on any Nominated Account which exceeds the balance of that Nominated Account (including any pre-arranged credit); and • losses incurred on any accounts which you and we had agreed could not be accessed using the relevant Electronic Access Method.

#### **11.10.4 Liability for unreasonably delaying notification**

If we can prove that you contributed to a loss caused by an Unauthorised Transaction by unreasonably delaying notification of:

- the misuse, loss or theft of your Token; or
- a breach of the security of your or a User's Code,

You, the Account holder, will be liable for the actual losses which occur between the time when you became aware (or should reasonably have become aware) of the breach and when we were actually notified, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominated Account(s) or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the losses incurred on any Nominated Account which exceeds the balance of that Nominated Account (including any pre-arranged credit);
- losses incurred on any Nominated Accounts which you and we had agreed could not be accessed using the relevant Electronic Access Method.

#### **11.11 Liability caused by equipment malfunction**

We are responsible to you for any loss caused by a failure of our Electronic Equipment to complete a transaction accepted by that Electronic Equipment in accordance with your or a User's instructions.

However, if you or a User were aware, or should have been aware, that our Electronic Equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the Nominated Account and refunding any charges or fees imposed as a result.

We will not be responsible if the Electronic Equipment does not accept your or a User's instructions or your Token fails to work.

#### **11.12 Liability under BPAY**

##### **11.12.1 Our liability**

Except as described in this section 11.12, we will not be liable for any loss or damage you suffer as a result of using BPAY.

##### **11.12.2 Your liability**

Despite any other clause of these Terms and Conditions, if you are liable under this clause 11.12 for an unauthorised or fraudulent payment, or as a result of a BPAY View billing error, and the Electronic Funds Transfer Code of Conduct or the ePayments Code applies, then your liability is limited to the lesser of:

- i. the amount of that unauthorised or fraudulent payment; or
- ii. the limit (if any) of your liability set out in the terms and conditions applying to your Nominated Account.

If (ii) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

### **11.12.3 Unauthorised payments**

If you tell us that a BPAY Payment made from your Nominated Account is unauthorised, you should first give us your written consent, addressed to the Biller who received that BPAY Payment, allowing us to get from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such other information as we reasonably require to investigate the BPAY Payment. If you do not give us that consent, the Biller is not permitted by law to disclose to us the information we need to investigate or rectify that BPAY Payment. If it is found that a BPAY Payment was made in accordance with a payment direction, which we believed to be from you or made on your behalf, but which you did not in fact authorise, we will credit your Nominated Account with the amount of that unauthorised payment. However, you must pay us the amount of that payment if:

- we cannot recover the amount from the person who received it within 20 Business Days of our attempting to do so; and
- the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.

### **11.12.4 Fraudulent payments**

Our acceptance of your instruction to pay a Biller does not generally protect you against the possibility of fraud by that Biller or some other party involved in BPAY. Although we will assist you to pursue a refund, you could ultimately bear the loss. The immediate and irrevocable nature of the payment instruction means that you need to exercise care about the Biller you deal with, the security of your Code and the accuracy of your instructions to us. If a BPAY Payment is induced by the fraud of a person involved in BPAY, 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 BPAY knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

### **11.12.5 Mistaken payments**

You must be careful to ensure that you tell us the correct amount you wish to pay via BPAY. If you instruct us to make a BPAY Payment and later discover that the amount you instructed us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the shortfall. The additional BPAY Payment will be treated as a separate transaction.

If you discover that the amount you instructed us to pay was more than the amount you needed to pay, you can ask us to request a reversal of the initial payment from the Biller on your behalf, and if this occurs, you can make a second payment for the correct amount. If you discover that a BPAY Payment has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your Nominated Account was debited for the amount of that payment, we will credit that amount to your Nominated Account. However, if you were responsible for a mistake resulting in that payment, and we are unable to recover the payment from the person who received it within 20 Business Days of us attempting to do so, you must pay that amount to us.

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.

### **11.12.6 Consequential loss**

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 (including the ePayments Code). If those laws or that

code would make this clause illegal, void or unenforceable or this clause imposes 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.

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

#### **11.12.7 Resolution principles**

If a BPAY Payment you have made falls within the type described in clause 11.12.3 and also clause 11.12.4 or 11.12.5, then we will apply the principles stated in clause 11.12.3.

If a BPAY Payment you have made falls within both the types described in 11.12.4 and 11.12.5, then we will apply the principles stated in clause 11.12.4.

#### **11.12.8 No “chargebacks”**

Except where a BPAY Payment is a type referred to in sections 11.12.3, 11.12.4 or 11.12.5, BPAY Payments are irrevocable. No refunds will be provided through the BPAY scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

**IMPORTANT:** Even where your BPAY Payment has been made using a credit card or a charge card, no “chargeback” rights will be available under the BPAY scheme rules.

#### **11.13 Indemnity**

To the extent permitted by law, you, the Account holder, 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 or anyone acting with your authority acted negligently or fraudulently in connection with these terms and conditions.

#### **11.14 Limitation on our liability**

We are not liable for:

- any loss, expense or damage arising out of the inaccuracy of instructions given by you or a User to us;
- any losses caused by the failure of our equipment where our system or equipment had not accepted your or a User's instructions;
- except as provided under the ePayments Code, for the unavailability or loss of access to the Electronic Access Method under any circumstances.

Nor are we liable for the refusal of any Merchant to accept an Electronic Transaction and, to the extent permitted by law, are not responsible for the goods and services supplied by a Merchant. Any complaints concerning the purchase of goods and services must first be directed to the Merchant. To the maximum extent permitted by law and except as provided under the ePayments Code, we will not be liable to you for any loss, expense or damage, including lost time, money, goodwill and profits, damage to or loss of data, which may arise from the use, operation, maintenance or failed use of the Electronic Access Method or which may arise from delays, defects, errors, omissions or interruptions in the Electronic Access Method.

## 12. GENERAL TERMS AND CONDITIONS

### 12.1 Changes to terms and conditions of banking services

We can change the terms and conditions that apply to your Account, the way you access your Account, or any other banking services we provide. We can also add new products or stop existing products at any time.

We can change, among other things, fees and charges. We can add new fees and charges at any time.

We will tell you of changes to these terms and conditions in accordance with the law and any code to which we subscribe.

We will let you know of changes in writing if we:

- introduce a new fee or charge;
- increase fees relating solely to your use of an access method, or to issue you with an additional or replacement access method;
- vary the minimum balance to which an account keeping fee applies;
- vary the balance ranges to which an interest rate applies;
- increase your liability for losses relating to Electronic Transactions; or
- impose, remove or adjust transaction limits which apply to the use of an access method, an Account or Electronic Equipment.

Other changes may also occur, such as:

- changes in government fees or charges; or
- variations in existing fees or interest rates.

We will notify you of these changes or any other change to the banking services we provide to you by writing to you, placing a notice in a major daily newspaper, placing a notice on or with statements of Account or other material we send to you, or placing information on our Internet Banking logon page (where the change relates to Internet Banking)

If we are required to notify you in writing of any changes, we will send the notice to the last mailing address recorded by us. We may not be able to notify you in writing where you cannot reasonably be located.

For joint Accounts, we will only send one notice to the last mailing address.

If you have agreed to us doing so, we can notify you of any changes by email, or by posting the information on our website. If the information is posted on our website, we will tell you promptly of that fact by sending a message to your nominated email address. By electing to have Internet Banking access, you agree to us contacting you in this way. You can revoke your agreement at any time by advising us that you no longer wish to be contacted electronically. If you elect to receive notices by email, you cannot receive paper copies of those notices from us. If you do not check your email regularly, you might not be aware of a change to your Account until after the change has become effective.

Even if you have not agreed to us notifying you of changes electronically, if a change to these terms and conditions is not materially adverse to you, we may update this document by posting a notice of the change on our website. A paper copy of any updated information will be given to you without charge on request. We may also issue an addendum with new information. The current terms and conditions and any addenda will be available in paper form from any BOQ branch and in electronic form from the BOQ website at [boq.com.au](http://boq.com.au).

If there are enough changes to these terms and conditions to warrant doing so, we will consolidate them in a single publication.

### 12.2 Maintaining security

You, all Users and anyone acting with your authority, must safeguard all mechanisms used to access your Account against loss, theft or misuse, including PINs, Personal Access Codes and Tokens. This should include appropriate safeguards on any computer equipment you use to access your Accounts (e.g. up-to-date virus software) and password protection on your mobile phone if you use Mobile Banking.

You must tell us as soon as possible if any payment instrument or Account access mechanism is lost, stolen or misused.

## 12.3 Covering us for loss

You agree that if we suffer any loss because of:

- the use or misuse of an Account;
- the use or misuse of any payment instrument or Account access mechanism used with your Account; or
- any breach of the terms and conditions in this book,

by you, any User or anyone authorised by you to use your Account, you will pay us the amount of that loss on demand, including all legal costs on a full indemnity basis, even after your Account is closed.

## 12.4 Customer integrity

We believe that you will deal with us honestly and in good faith. If we suffer loss because you do not deal with us honestly or in good faith, we will take steps to recover that loss. We must do that in the interests of our other customers and shareholders. In some cases, we will take those steps without notice.

## 12.5 If you have a query, problem or dispute

### 12.5.1 Our service commitment

At BOQ we are committed to providing our customers with innovative banking solutions and the best possible customer service experience.

We know that despite our best efforts, occasionally things may go wrong. If that happens we want you to tell us. Resolution of complaints is a priority to us as it gives us the opportunity to improve our service.

### 12.5.2 How to contact us

There are a number of ways to contact us:

- Contact your local branch manager. Our managers are always willing to listen to your suggestions about our products and services and they will do their best to address any concerns immediately.
- Our Customer Contact Centre can be contacted on 1300 52 72 72 (24 hours a day, 7 days a week).
- Contact our Customer Relations Department via:

Email: [customer.relations@boq.com.au](mailto:customer.relations@boq.com.au)

Telephone: 1800 663 080

Fax: (07) 3212 3286

Mail: Customer Relations  
Reply Paid 2258  
Brisbane QLD 4001

### 12.5.3 How will your complaint be handled?

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved.

We aim to resolve all complaints within 5 Bank Business Days. If this is not possible we will keep you informed on our progress.

Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayments Code applies.

If your complaint cannot be resolved promptly, BOQ Customer Relations Department will take responsibility and work with you to resolve the matter.

### 12.5.4 What to do if you feel your complaint has not been resolved

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

Financial Ombudsman Service Limited (FOS Australia)

GPO Box 3

Melbourne VIC 3001

Telephone: 1800 367 287

Fax: (03) 9613 6399

Internet: [www.fos.org.au](http://www.fos.org.au)

The Australian Securities and Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

For further information on solving problems and disputes please ask at any branch for our "We would like to know" brochure.

## **12.6 General 'Reasonableness'**

Whenever a provision of this document specifies that our consent or approval is required or that we may direct or require you to do or not do some act or thing, or that we will determine whether an event has occurred or not occurred, we will act reasonably in determining whether or not to give that consent or approval, determining whether that event has occurred or directing you to take some action or satisfy a requirement of ours.

### 13. DEFINITIONS

**Account** has the same meaning as in your Account Terms and Conditions.

**Account holder** is the legal person who owns an Account.

**Account Terms and Conditions** are the terms and conditions that apply to your Accounts with Electronic Banking, being the Deposit Products Product Disclosure Statement Terms and Conditions, Deposit Products Terms and Conditions, Save to Win Account™ Combined Financial Services Guide and Product Disclosure Statement, Business Transaction and Investment Accounts Product Disclosure Statement Terms and Conditions, Business Transaction and Investment Accounts Terms and Conditions, Personal Lending Supplementary Terms and Conditions or Business Lending Supplementary Terms and Conditions.

**AEST** is Australian Eastern Standard Time.

**ATM** means an automated teller machine owned by us or somebody else (as the context requires).

**Authorised Account** is a Nominated Account that the Customer authorises a Related Account User, Authoriser or Delegated User to access using his or her own Personal Access Code, Customer Access Number and User ID (if any).

**Authoriser** is a person who acts on behalf of a Customer, with other Authorisers, to authorise transactions and requests initiated using Online Banking. All Authorisers acting on behalf of a Customer must authorise transactions and requests initiated using Online Banking before they will be carried out.

**Bank Business Day** is any day on which BOQ is open for business.

**Banking Day** is any day commencing from the end of our nightly system update to the start of the next nightly system update. As the nightly system update does not start at exactly midnight a Banking Day will not necessarily start at 12:00am and end at 11:59pm. The relevant date is taken to be the day during which that Banking Day commenced.

**Beneficiary** is the recipient of an International Payment or a RTGS Payment, as the case may be.

**Beneficiary Bank** is the bank receiving the funds for an International Payment or a RTGS Payment, as the case may be.

**Biller** is a person or organisation which issues bills that you can pay using BPAY.

**BOQ Secure** is the iOS, Android and Windows application that can be used as an alternative to physical BOQ Security Token. The application generates a random number as a secondary form of authentication for some Value Transactions carried out through Online Banking.

**BOQ Security Token** is a device/application that generates a random number as a secondary form of authentication for some Value Transactions carried out through Online Banking. Also known as a Token.

**BPAY** is an electronic scheme through which you can ask us to make payments on your behalf to Billers who tell you that you can make payments to them through BPAY. You may use BPAY through Online Banking or EasyPhone Banking.

**BPAY Payment** is any payment made through BPAY.

**BPAY View** is an electronic bill payment service that, once you are registered with a Biller, allows you to view a bill electronically through Internet Banking from that Biller.

**BSB** is a code which identifies the bank and branch at which an account is held. BSB stands for Bank/State/Branch. For example, BSB 124-001 is Bank of Queensland (12) located in Queensland (4), being branch number 001.

**Business Day** is any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**Card** is any card issued to you by us which can be used to operate your Accounts using Electronic Equipment.

**Challenge Number** is an 8 digit number that you use the first time you access EasyPhone Banking if you registered by mail or fax.

**Code** is a PIN, Personal Access Code or any similar information which may be required in order to access your Accounts and which is required to be kept secret.

**Correspondent Bank** is another branch or bank which BOQ would utilise for the purpose of settling an International Payment or a RTGS Payment, as the case may be.

**Create Access** is a type of Online Banking access for Delegated Users, which enables the Delegated User to create a Value Transaction, but not to authorise the Value Transaction. This means that the Value Transaction will not be processed by us until the appropriate Authorisers authorise the transaction.

**Customer** is the Account holder or the person who is authorised to act solely on behalf of the Account holder (if a company).

**Customer Access Number** is the unique number allocated to a Customer by us which identifies the Customer and Nominated Accounts to us and, when used in conjunction with a Personal Access Code and User ID (if any), enables Users to access Online Banking or EasyPhone Banking. Also known as a CAN.

**Delegated User** is a person who is delegated the authority to act on behalf of a Customer or Authoriser. The Delegated User may be granted authority to act on all or a subset of the Accounts and limits to which the Customer or Authoriser has access. In addition, Account access can be restricted or the same as that to which the Customer or Authoriser has access.

**Delegator** is a person who delegates their Online Banking authority to a Delegated User.

**EasyPhone Banking** means our telephone banking service which enables Users, having entered in security details, to effect transactions on Nominated Accounts by speaking the requests clearly into the phone, or using the keys on a telephone to respond to the prompts given.

**Either to Operate Account** is a joint Account where each Account holder can transact under the Account independent of the other Account holder(s) and without restriction.

**Electronic Access Method** is a method that Users use to instruct us to debit or credit an Account through Electronic Equipment, and which requires the use of a Card, Identifiers, Codes or combinations of these. It does not include a method that requires a voucher, receipt or other document to be signed.

**Electronic Banking** means Online Banking and EasyPhone Banking.

**Electronic Equipment** is an electronic terminal, computer, television, telephone, mobile phone, PDA or similar equipment and includes our branch teller terminals, our ATMs, ATMs of other financial institutions, EFTPOS terminals and any other authorised electronic terminal or device connected to our electronic banking system from time to time.

**Electronic Transaction** is a transfer of funds initiated by an instruction given through Electronic Equipment using an Electronic Access Method to debit or credit an Account and includes, for example:

- the transfer of funds to or from your Nominated Account using Online Banking or EasyPhone Banking;
- paying bills using BPAY; or
- Payments File Upload Transactions.

**ePayments Code** regulates consumer electronic payment transactions, including ATM, EFTPOS and credit card transactions, online payments, Online Banking, and BPAY. This code is published by the Australian Securities and Investments Commission.

**Execute Access** is a type of Online Banking access for Delegated Users, which enables the Delegated User to perform (including to authorise) Value Transactions.

**Identifier** is information that you provide through Electronic Equipment to access your Accounts and which is not required to be kept secret (for example, your Customer Access Number or User ID).

**International Payment** is a payment from an Account to an account of a financial institution located in another country via the SWIFT network.

**Internet Banking** is our Internet Banking service which enables Users, having entered in security details, to effect transactions on Nominated Accounts using the Internet.

**Investment Account** means Easy Investment Account (no longer for sale) and Premier Investment Account.

**Limits Package** is the set of BPAY Payment and Pay Anyone Payment limits set for an Online Banking Profile.

**Mistaken Online Payment** means a payment made through a Pay Anyone Payment where funds have been paid into the account of an unintended payee because the payer has entered a BSB number or account number which does not belong to the named and/or intended payee as a result of:

- the payer's own error; or
- the payer being advised of the wrong BSB number or account number.

This does not include payments made using BPAY.

**Mobile Banking** is part of our Online Banking service enabling Users, having entered security details, to effect transactions on Nominated Accounts using their mobile phone.

**Mobile Banking Transaction** is any Online Banking Transaction on a Nominated Account that is conducted through Mobile Banking. It includes BPAY Payments and Pay Anyone Payments.

**Multi Payment** is a Pay Anyone Payment where we debit one of the Customer's Nominated Accounts and credit up to 100 accounts in accordance with a User's instructions.

**Nominated Account** is a BOQ account that the Customer has nominated verbally or in writing, and we have approved, for access using an Electronic Access Method, subject to approval limits.

**Online Banking** means Internet Banking and Mobile Banking.

**Online Banking Profile** is the suite of Accounts and access limits that have been nominated by a Customer for Online Banking access.

**Online Banking Transaction** is any transaction on a Nominated Account that is conducted through Online Banking. It includes BPAY Payments, Pay Anyone Payments, Payments File Upload Transactions and transfers to BOQ accounts.

**Other Card Functions** is a credit card function providing access to features including credit limit increases, balance transfers, Q Rewards redemptions and statements.

**Pay Anyone** is a facility available through Online Banking that enables funds to be transferred from Nominated Accounts to accounts held at most Australian financial institutions. It includes Pay Anyone Payments and Multi Payments.

**Pay Anyone Payment** is a transfer of funds from a Nominated Account to any account that can be identified by a BSB number and an account number using Pay Anyone.

**Payments File Upload** is a facility available through Internet Banking that enables Users to transmit a data file to us with instructions to make electronic payments to third parties.

**Payments File Upload Transaction** is any transaction on an account performed in accordance with the instructions we receive in a data payments file using Payments File Upload.

**Personal Access Code** is the security password which, when used in conjunction with a Customer Access Number, enables Users to access Online Banking or EasyPhone Banking. Also known as a PAC.

**PIN** is your personal identification number that is used in conjunction with your Card or Token to enable you to access Nominated Accounts and perform Electronic Transactions using Electronic Equipment.

**Q Rewards** is a rewards program which is linked to the credit cards we offer.

**Real Time Gross Settlement Payment / RTGS Payment** is a funds transfer mechanism where transfer of money takes place from one Australian bank to another Australian bank in real time and on a gross basis.

**Quick Access Number** is the number by which a Nominated Account for Online Banking will be identified for the purposes of SMS Account Balance Enquiries or SMS Account Transaction Enquiries.

**Related Account Access** is the means by which Related Account Users access Authorised Accounts.

**Related Account User** means a person authorised by a Customer to transact on the Customer's Accounts via Online Banking, using his or her own Personal Access Code and Customer Access Number.

**Scheduled Payment** is an Online Banking Transaction that is due to be paid on a future date.

**Single Pay Anyone Payment** is a Pay Anyone Payment where we debit one Nominated Accounts and credit a single account in accordance with a User's instructions.

**SMS** means short message service used to send a message from your mobile phone number.

**SMS Banking Alerts** is an alerts service providing you with certain requested information about your Accounts by SMS to a nominated mobile phone number.

**SMS Account Balance Enquiry** is an information service providing you with certain requested information about Account balances by SMS to a nominated mobile phone number.

**SMS Account Transaction Enquiry** is an information service providing you with certain requested information about Account transactions by SMS to a nominated mobile phone number.

**Soft Token** is a form of Two Factor Authentication residing on a mobile phone that generates a One Time Password for specific transactions and actions within Online Banking. It is also known as BOQ Secure.

**SWIFT** is the Society for Worldwide Interbank Financial Telecommunication.

**Telephone Banking Transaction** is any transaction on a Nominated Account using EasyPhone Banking. It includes BPAY Payments or transfers to Third Party Bank of Queensland accounts.

**Third Party Account** is any account with us that is not a Nominated Account.

**Token** is a device/application that generates a random number as a secondary form of authentication for some Value Transactions carried out through Online Banking. Also known as a BOQ Security Token.

**Transaction Account** means any deposit account with us, excluding trust accounts, that provides frequent access to funds on demand.

**User ID** is an alphanumeric code used in conjunction with a CAN to uniquely identify an Authoriser or Delegated User.

**Unauthorised Transaction** is an Electronic Transaction that was not authorised by a Customer or a User. It does not include Electronic Transactions carried out by you or by anyone performing the transaction with your knowledge and consent.

**User** is any person authorised to access Electronic Banking on behalf of a Customer, including the Customer himself or herself, Related Account Users, Authorisers and Delegated Users.

**Value Transaction** is an Online Banking Transaction where an amount greater than zero is transferred from a Nominated Account.

**View Access** is a type of Online Banking access for Delegated Users, which enables the Delegated User to view details of transactions and Accounts, such as Account balances.

**we, our and us** are each a reference to Bank of Queensland Limited ABN 32 009 656 740, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

**you** means the Customer, and also includes a Related Account User, Authoriser or Delegated User where the context allows. If two or more people are the Customer references to "you/your" are references to each of them individually and to any two or more of them together.

**1300 55 72 72**

**boq.com.au**

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