

Electronic banking **terms and 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 for your products.

This document forms part of the Product Disclosure Statement for the Save to Win Account™ (no longer for sale) 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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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 Terms and Conditions, Personal Banking Guide to Fees and Charges, 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 Terms and Conditions, Business Banking Guide to Fees and Charges and Business Accounts Interest Rates; and
- For business lending products, the Business Lending Supplementary Terms and Conditions, Business Banking Guide to Fees and Charges and your loan documents.

Our Digital Wallet Terms and Conditions also apply in relation to Digital Wallet Services.

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

1.2 How does this document affect you?

These terms and conditions apply to your use of Electronic Banking and other Electronic Access Methods to access or operate on an Account.

Unless you have already accepted or agreed to these terms and conditions, you accept and agree to these terms and conditions when you use Electronic Banking or an Electronic Access Method for the first time.

If you are the Account holder you must pass on these terms and conditions to all other Users authorised to access or operate on your Accounts and you are responsible for the actions of all Users using Electronic Banking and other Electronic Access Methods in relation to your Accounts. Also, any Delegator is responsible for the actions of their Delegated Users.

1.3 Banking code of practice

As part of our commitment to customer service, we have adopted the Banking Code of Practice (BCOP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The BCOP applies to banking services provided to customers who are “individuals” and “small businesses” as defined in it.

We will comply with the BCOP, where it applies to the banking services we provided to you.

1.4 ePayments code

Where it applies, we will comply with the ePayments Code which regulates consumer electronic payment transactions, including ATM and Card transactions, online payments, internet and mobile banking, and BPAY (as applicable).

The ePayments Code does not apply to a facility that is designed primarily for use by a business (such as to business transaction and investment accounts or to business lending products) and established primarily for business purposes.

1.5 Need to know more?

You can contact us if you would like any further information, or a copy of this document or any of our other terms and conditions by:

- calling our Customer Contact Centre on 1300 55 72 72 or +617 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. Visit www.boq.com.au/contact-us for our operating hours;
- 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. Online banking

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

2.1 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 <https://www.boq.com.au/help-and-support/online-banking>):

- account balance enquiry;
- transaction history enquiry;
- search for transaction details and export those details to your own PC;
- transfer of funds between Nominated Accounts;
- send 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: <https://www.boq.com.au/help-and-support/online-banking>)
- 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;
- receive an SMS message from us notifying you of various activities on your Accounts;
- Payments File Upload Facility (schedule payments created using your own accounting software);
- change your Personal Access Code; and
- disable access to Internet Banking for yourself or your Delegated Users.

2.2 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 <https://www.boq.com.au/help-and-support/online-banking>):

- 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;
- receive an SMS message from us notifying you of various activities on your Accounts; and
- authorise payments that have been created by other Users and require additional authorisation.

2.3 Registration for online banking

Access to Online Banking is available on personal and business accounts. You must also be over the age of 14, or if between 11 and 14 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.

Online Banking will be automatically activated on eligible Customer profiles. You, the account holder, are responsible for advising BOQ if you do not wish to have Online Banking. 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.

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

When Online Banking is established, 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) where the Online Banking Transactions or other request has not been authorised by all Account holders.

For joint Nominated Accounts, this nomination will apply notwithstanding 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), provided all joint Account holders make the same nomination. Where all joint Account holders have not given the same nomination, all joint Account holders must authorise all Online Banking Transactions and only joint Account holders may make other requests (e.g. requests for information).

If you have an active Online Banking Profile and open a new Account, you agree that the new Account you open will be added as a Nominated Account on your Online Banking Profile unless you request otherwise.

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, BOQ 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;
- you may only redraw prepaid amounts, and a minimum redraw amount applies, in accordance with the terms and conditions of your loan;
- BOQ may impose fees and charges in connection with a redraw; 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 Alerts. You can find out more about this service in section 2.7.5. 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), the application must be made in a branch, and the CAN and all temporary PACs will be issued immediately.

2.4 Estatements and paperless statements

2.4.1 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.

You can query a transaction included on your account statement by contacting us.

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.

2.4.2 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: <https://www.boq.com.au/help-and-support/online-banking/ob-faqs-and-support>

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 2.3 above.

By registering for paperless statements you agree to be bound by the terms and conditions of the service set out in this clause 2.4. In the event of inconsistency between the terms and conditions set out in this clause 2.4 and your existing Account Terms and Conditions, the terms and conditions set out in this clause 2.4 prevail.

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 Alerts 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 Credit Code (NCC) 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 NCC will continue to be sent in accordance with any such nomination or consent (as applicable); and
- 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 NCC (as applicable);
- If you are a non-personal/company Account holder:
 - A signatory with authority to activate paperless statements on behalf of the Account holder for the eligible Nominated Account must activate the paperless statements in order to "go paperless" on that Account;
 - A signatory who activates paperless statements is responsible for ensuring that they have informed the Account holder and all other signatories to the Account that paperless statements have been activated; and
 - 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 BOQ 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; and
- 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; and
- 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) as follows:
 - to comply with our legislative obligations;
 - if we are unable due to systems or other technical reasons 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.

2.5 Users

2.5.1 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
- 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 (which we will not unreasonably withhold);

- 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.

2.5.2 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 2.7.2 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.

2.5.2.1 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.

2.5.2.2 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).

A separate application form is required for each Related Account User.

2.5.2.3 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). 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.

2.5.3 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 3.1 below) applies to all Authorisers required to authorise Pay Anyone Transactions on behalf of the Account holder.
- The same daily BPAY limit (see section 5.3.2 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.

2.5.3.1 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.

2.5.3.2 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.

2.5.4 Delegated Users

A Customer, Authoriser or 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; or
 - 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.

2.5.4.1 Appointing a Delegated User

The Delegator must be logged on to Internet Banking to be granted to the Account holder's Online Banking 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 2.3) 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.

2.5.4.2 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.

2.5.4.3 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.

2.6 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 log on to Internet Banking you will need to follow some additional steps that are not normally required as part of the log on process.

When you log on 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).

2.7 Some rules about online banking

2.7.1 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 (including where you request a direct debit payment using Payments File Upload) or when you conduct an International Payment or Real Time Gross Settlement 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 2.7.2). 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.

2.7.2 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.

2.7.3 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 Payment, 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 Alerts if the Account holder has requested this service.

2.7.4 Processing your instructions

Once you provide instructions to us they may not be able to be stopped (depending on the type of instruction). You are responsible for ensuring that you authorise transfer of the correct amount of money to the correct account. Please contact us immediately if you have made a mistake or you otherwise want to try and stop and we will advise you if it is possible to stop the payment or not.

We can delay acting on an instruction if we need further information, we are required to do so by law or in order to comply with our legal or other regulatory obligations (including Card scheme and payment system rules), or we reasonably believe that:

- doing so is necessary to prevent loss to you or us;
- the transaction may result in loss to you or us;
- the transaction would breach these terms and conditions;
- the transaction is at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, the transaction is part of a scam); or
- the transaction is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).

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

When we have instructions for more than one payment from your Accounts at the same time or on the same date we will determine the order in which payments are made unless we have agreed otherwise with you.

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.

2.7.5 SMS Alerts

The Customer may register at any time for SMS Alerts using Internet Banking.

With SMS 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 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 Alerts at any time using Internet Banking.

2.7.6 New statement orders

Subject to section 2.4, 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.

2.7.7 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 on 1300 55 72 72. 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.

2.7.8 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.

2.7.8.1 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 6 months and there are no future Scheduled Payments awaiting payment; or
- all Nominated Accounts to which you had access are no longer Nominated Accounts or have been closed.

Customers can request that access to Online Banking be reinstated (see section 2.3).

2.7.8.2 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 2.3).

For cancellation of access in relation to Users other than the Account holder, see section 2.5. 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.

2.7.8.3 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 2.7.9;
- we reasonably believe that use of Online Banking may cause loss to you or us;
- we reasonably believe that the quality or security of Online Banking is inadequate;
- we are required to do so by law or court order;
- if we reasonably 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.

2.7.8.4 Acceptable Use Policy

We can refuse to process or complete any Online Banking transaction and/or suspend or terminate your access to Online Banking if we reasonably consider that your use of Online Banking:

- is defamatory, harassing or threatening to any person including use of payment descriptions and / or references;
- promotes or encourages physical or mental harm of any person; or
- promotes violence against any person.

2.8 Risks

2.8.1 General

Once a transaction has been confirmed through Online Banking, it may not be able to 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 10.7 for information about keeping your Codes secure, and section 10.10 for information about when you will be liable for Unauthorised Transactions.

Your liability for losses resulting from Unauthorised Transactions will be determined in accordance with the ePayments Code, where it applies.

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 any loss you suffer as a result of your instructions being incorrect.

2.8.2 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.

2.8.3 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 3.1 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.

3. Pay anyone payments

3.1 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.

3.2 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.

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 rely solely on the account number details to process your transaction.

3.3 Mistaken internet payments

This clause 3.3 only applies to Mistaken Internet Payments where the ePayments Code applies.

The tables below set out the process we will follow under the ePayments Code if you make or receive a Mistaken Internet Payment.

If no request has been made by another financial institution and we reasonably believe that a Mistaken Internet Payment has occurred, we may restrict access to those funds in your Account while we conduct further investigations. If you receive Services Australia income support payments or Department of Veterans' Affairs payments or any other payment to which the Code of Operation: Recovery of Debts applies ('protected payment'), we will not debit in excess of 10% of any protected payment deposited to your Account to refund the Mistaken Internet Payment to the payer's financial institution. This does not prevent us from freezing the Mistaken Internet Payment funds or other funds held in your Account that are not derived from a protected payment and using those funds to return the Mistaken Internet Payment.

If you notify us of a Mistaken Internet Payment you have made or received or raise a complaint in respect of a Mistaken Internet Payment, we will deal with the complaint under our internal

dispute resolution procedures and will not require you to complain to the other financial institution involved in processing the Mistaken Internet Payment. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority. Please refer to the 'If you have a Problem, Complaint or Dispute' section for more information.

If you made a Mistaken Internet Payment	If you receive a Mistaken Internet Payment
Funds are available and a report is made within 10 Business days	
If we and the receiving financial institution are satisfied that you made a Mistaken Internet Payment, the receiving financial institution must return the funds to us. This may take up to 10 Business days	If we are satisfied that a Mistaken Internet Payment has occurred, we will place a hold on the funds in your Account and proceed to return the funds to the sending financial institution. This may take up to 10 Business days.
If the receiving financial institution is not satisfied that you made a Mistaken Internet Payment, they may ask for the recipient's consent to return the funds to us.	If we are not satisfied that you received a Mistaken Internet Payment, we may ask for your consent to return the funds
If we receive the funds back from the recipient, we will return the funds to you as soon as practicable.	
If we are not satisfied that you made a Mistaken Payment, we will not take any further action	
Funds are available and a report is made within 10 Business days and 7 months	
The receiving financial institution has 10 Business days to investigate.	We have 10 Business days to investigate.
If satisfied a Mistaken Internet Payment has occurred, they will place a hold on the funds and give the recipient 10 Business days to establish that they are entitled to the funds.	If we are satisfied that a Mistaken Internet Payment has occurred, we will place a hold on the funds and give you 10 Business days to establish that you are entitled to those funds.
If the recipient cannot establish that they are entitled to the funds, the funds will be returned to us. We will return the funds to you as soon as possible.	If you cannot establish that you are entitled to the funds within 10 Business Days of being notified of the Mistaken Internet Payment, we will return the funds to the sending financial institution.

If the receiving financial institution is not satisfied that a Mistaken Internet Payment has occurred, the receiving financial institution may seek consent from the recipient to return the funds to us.	If we are not satisfied that a Mistaken Internet Payment has occurred, we may seek your consent to return the funds to the sender.
If we are not satisfied that you made a Mistaken Internet Payment, we will not take any further action.	
Funds are available and a report is made after 7 months	
The receiving financial institution will ask if the recipient consents to the funds being returned.	We will ask if you consent to the funds being returned to the sender.
If we receive the funds back from the recipient, we will return those funds to you as soon as possible	
Sufficient funds are not available to return the full Mistaken Internet Payment	
If we and the receiving financial institution are satisfied there has been a Mistaken Internet Payment, but there are insufficient funds available in the recipient's account to return the full amount of the Mistaken Internet Payment, the processes described above may apply in relation to any funds that are available in the account.	If we and the sending financial institution are satisfied there has been a Mistaken Internet Payment but there are insufficient funds available in your Account to return the full amount of the Mistaken Internet Payment, we may apply the processes described above in relation to the available funds.
The receiving financial institution has a discretion in deciding whether it should pursue a full or partial, or no return of funds.	We have a discretion in deciding whether we should pursue a full or partial, or any, return of funds.
If the receiving financial institution determines to exercise its discretion to pursue the full return of funds, it must use reasonable endeavours to retrieve them from the recipient.	If we determine to exercise our discretion to pursue the full return of funds, we will use reasonable endeavours to retrieve the funds from you.
	Where we consider it appropriate, acting reasonably, we may debit any funds in any other account you have with us to retrieve the Mistaken Internet Payment (or some of it) from you.

3.4 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. This applies even if the ePayments Code does not apply to you, your Account or your Electronic Access Methods (for example, where they are designed primarily for use by a business and established primarily for business purposes).

3.5 Confirmation of Payee

3.5.1 Using the Confirmation of Payee service when making a payment

If you are using a BSB and account number to:

- pay a new payee;
- add a new payee; or
- edit an existing payee,

we may use the Confirmation of Payee service to provide you with a view of the likelihood that the account name you have entered matches the account you are paying to.

If we indicate to you that the Confirmation of Payee service result does not match the details of the recipient account, you should check the account details with the intended recipient before proceeding with the payment.

At all times it remains your responsibility to ensure that the BSB and account number you are using to make a payment are correct irrespective of any Confirmation of Payee service match result we share with you and your liability for payments will not be affected by any Confirmation of Payee match result we share with you.

You must not misuse the Confirmation of Payee service or try to use it in breach of these terms and conditions or for any purpose other than confirming the name for the account you intend on making a payment to.

Without limiting any other right we have under these terms and conditions, we may limit or suspend your ability to make payments or use an electronic access method if we reasonably believe you are misusing the Confirmation of Payee service in breach of these terms and conditions.

3.5.2 Sharing your account details through the Confirmation of Payee service

At all times it remains your responsibility to ensure that the BSB and account number you are using to make a payment are correct irrespective of any Confirmation of Payee service match result we share with you and your liability for payments will not be affected by any Confirmation of Payee match result we

share with you. You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

3.5.3 Opt out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an opt-out request). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers);
- we may still disclose your account details (including your name) through the confirmation of payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you; and
- you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

3.6 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 2.5.2 for further information on Related Account Access.

3.7 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:

Personalised Payee Name: John Smith

Payee BSB: 124-001

Payee Account Number: 00000001

Payee Account Name: John Smith
SJ20150929

Payee Reference: 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.

4. Payments file upload

4.1 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.

4.2 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.

4.3 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.

4.4 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 reasonable advance notice of at least 30 days 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 reasonably require to process the payments data file.

4.5 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 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:

- reverse any associated credit to your Account; and
- charge an administrative fee (please refer to section 9 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.

4.6 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.

4.7 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, direct loss, damage, expense or reasonable 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 does not include any claim, action, demand, proceeding, loss, damage, expense or cost to the extent caused by our or another participating financial institution's fraud, negligence or wilful misconduct.

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 4.7 unless you are able to provide sufficient evidence that the payment was authorised by the relevant payer to the reasonable satisfaction of us and of the participating financial institution. 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.

If you make a payment to us or a participating financial institution in response to a demand and are subsequently found to be not liable, the institution must refund to you the amount of any demand paid by you to it.

4.8 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.

If you have not used the Payments File Upload service for more than 90 days, we can terminate the agreement by giving you one weeks' written notice. Otherwise, we can terminate the agreement by giving you at least 30 days' written notice.

We can withdraw or deny access to Payments File Upload without prior notice to you 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 reasonably suspected of being involved in fraudulent activity in dealing with us; or
- we reasonably 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.

5. BPAY Payments

5.1 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 Internet Banking or Mobile Banking.

5.2 Getting started

You do not need to register for BPAY. Simply log on to Internet Banking or Mobile Banking and select the BPAY option to make a payment.

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.

5.3 Some rules about bpay

5.3.1 Accounts that BPAY Payments can be made from

We are a member of BPAY (which includes BPAY View® as described in clause 6). 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 Online Banking in order to make a BPAY Payment from it.

5.3.2 Daily transaction limits

Daily transaction limits for Online Banking are described in section 2.7.2.

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 Online Banking.

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

5.3.3 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.

5.3.4 Reducing your daily BPAY limit for Online

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.

5.4 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. Section 10 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.

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 instructions for more than one payment from your Accounts at the same time or on the same date we will determine the order in which payments are made unless we have agreed otherwise with you.

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.

5.5 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).

5.6 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 to the extent caused by circumstances beyond our reasonable control.

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.

5.7 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 10.10. Otherwise, except as set out in section 10.12, 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.

5.8 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 section 6.3(b) to 6.3(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

privacy@bpay.com.au

BPAY Pty Ltd ABN 69 079 137 518

BPAY Group Pty Ltd ABN 60 003 311 644

PO Box H124, Australia Square NSW 1215, Australia

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.

6. BPAY view®

6.1 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 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.

6.2 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 section 6.3(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 in connection with BPAY View®;
- 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 6.1 above.

You must notify us, if any of the personal information you have provided to us which we use to allow you to participate in BPAY changes and you consent to us disclosing your updated information to all other participants, as necessary under the BPAY rules and requirements.

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

6.3 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; or
- (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.

6.4 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; and
- you will contact the Biller if you have any queries in relation to bills or statements.

6.5 What you must do

You must:

- check your emails or Online Banking (including Secure Mail Messages within 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 emails (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.

6.6 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; or
 - 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 6.6, 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®.

7. International payments

7.1 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.

7.2 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.

To access International Payments you must be at least 16 years of age.

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.

7.3 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:

- you are 16 years or older;
- 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 to the extent caused by circumstances beyond our reasonable control;
- we have a discretion to decline to process your application for a money transfer if we believe on reasonable grounds 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 you agreed to (which will be confirmed 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; and
- 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.

7.4 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 7.6 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 unless the funds were returned or cancelled because of our negligence, fraud or wilful misconduct.

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, wilful misconduct or fraud 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.

7.5 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.

7.6 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.

8. Real time gross settlement / RTGS payments

8.1 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.

8.2 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.

8.3 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 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; and
- 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.

8.4 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 due to circumstances beyond our reasonable control.

To the extent permitted by law, we, our employees or agents are not responsible for any loss resulting from delays, errors or omissions in transactions, or any acts, default or negligence of or 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.

Any liability of us or our correspondents and/or beneficiary banks for any negligence, delay or error in transit or transmission of an RTGS Payment is 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.

8.5 Privacy – RTGS

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 a RTGS 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 a RTGS 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 RTGS 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 a RTGS 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 RTGS 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. 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.

10. Electronic access

10.1 Terms and conditions of electronic access methods

You are bound by these terms and conditions relating to the use of Electronic Access Methods when you first use Electronic Banking or another Electronic Access Method to access or operate on an Account.

10.2 Some rules about electronic access methods

10.2.1 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 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 Online Banking Transactions.

10.2.2 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.

10.2.3 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. A valid alteration will be effective upon our processing of the request. We will process such requests as soon as reasonably practicable and 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 Online Banking.

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.

10.2.4 You should check your instructions

As Online Banking Transactions are 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 may not be able to be stopped or countermanded by you after they have been initiated through an Electronic Access Method (depending on the nature of the transaction).

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.

10.2.5 Transacting on Nominated Accounts

Account information accessed using Internet Banking or Mobile 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.

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.

10.3 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 and charges referred to in preceding paragraph, government charges, taxes and duties that can be imposed in respect of your 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.

10.4 Availability of the electronic access method

We will use reasonable efforts to ensure that you can access Nominated Accounts using 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 with us;
- we reasonably believe that access to the Electronic Access Method may cause loss to you or to us;
- we reasonably 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.

If, due to a service fault or difficulty with Internet Banking or Mobile 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.

10.5 Warranties

We do not warrant that the Electronic Access Method will be available at all times, will be uninterrupted or error-free.

10.6 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.

10.7 Protecting your pin and other codes

10.7.1 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 Code that represents 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; and
- 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. A PIN must not be written or recorded on the Card or recorded on anything carried with the Card or liable to loss or theft simultaneously with the Card unless you make a reasonable attempt to protect the security of the PIN.

You must not write or indicate the Token PIN on your Token unless you make a reasonable attempt to protect the security of the Token PIN.

A reasonable attempt to protect the security of a PIN record includes making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, including by:

- hiding or disguising the PIN record among other records;
- hiding or disguising the PIN record in a place where a PIN record would not be expected to be found;
- keeping a record of the PIN record in a securely locked container; or
- preventing unauthorised access to an electronically stored record of the PIN record.

10.7.2 Protecting other Codes

To protect your Codes, you should:

- memorise them;
- destroy our letter telling you your Code;
- if you select your own Code, not select a number Code that represents your date of birth or an alphabetical code which is a recognisable part of your name;
- make sure that nobody watches you or hears you when you are entering or using your Codes;
- make sure that you do not leave anything behind when you complete a transaction; and
- change your Codes regularly.

You must take special care if you decide to record a memory aid for a Code.

Where a device is also needed to perform a transaction, a Code must not be written or recorded on a device or on anything carried with or liable to loss or theft simultaneously with a device unless you make a reasonable attempt to protect the security of the Code.

Where a device is not needed to perform a transaction, you must not keep a written record of all Codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the Code.

A reasonable attempt to protect the security of a Code record includes making any reasonable attempt to disguise the Code within the record, or prevent unauthorised access to the Code record, including by:

- hiding or disguising the Code record among other records;
- hiding or disguising the Code record in a place where a Code record would not be expected to be found;
- keeping a record of the Code record in a securely locked container; or
- preventing unauthorised access to an electronically stored record of the Code record.

10.8 What to do if you think that your security has been compromised

10.8.1 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 BOQ 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.

10.8.2 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; and
- changing your PIN at any time using the Token.

10.8.3 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 we reasonably suspect misuse of the Code or use of the Electronic Access Method in breach of these terms and conditions which poses a material risk of loss to you or us.

10.9 Your liability for authorised transactions

You, the Account holder, will be liable for losses resulting from transactions that are performed by you or that are performed with your knowledge and consent, or that you are taken to have authorised under these terms and conditions or our Digital Wallet Terms and Conditions.

You are taken to have authorised a person to transact on your Account, and any transactions performed by a person are taken to have been authorised by you, if:

- for any device on which you have registered your Card in a Digital Wallet Service:
 - you allow or have allowed the person to register their Biometric Identifier on the device; or
 - you share or have shared your device passcode with the person; or
- you register your Card in a Digital Wallet Service on an Eligible Device on which the person has registered, or has the ability to register without your consent, their Biometric Identifier or for which the person knows the device passcode.

10.10 Liability for unauthorised transactions

10.10.1 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;
- result from an Unauthorised Transaction if it is clear that you and any Users have not contributed to the losses; or
- result from an Unauthorised Transaction that can be made using an identifier without a Code. Where a transaction can be made using a device (including a Token), but does not require a Code, you will be liable only if you unreasonably delay reporting the loss or theft of the device to us.

10.10.2 When you have limited liability

This section 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).

10.10.3 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 the relevant Card or Token or on anything carried with the relevant Card or Token or liable to be lost or stolen with the relevant Card or Token without making a reasonable attempt to protect the security of the PIN;
- by keeping a record of a Code on any relevant device needed to perform the transaction or anything carried with or liable to loss or theft simultaneously with the device, or by recording all Codes required to perform the transaction without any device on any article, without making a reasonable attempt to protect the security of the Code;
- by selecting a numerical 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 security of a Code,

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 loss, theft or misuse of the Electronic Access Method or breach of Code security, 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
- that portion of losses incurred on any accounts which you and we had not agreed could be accessed using the relevant Electronic Access Method.

Where more than one Code is required to perform a transaction, in the circumstances set out above relating to Codes, if you or a User did the relevant act in relation to one or more of the Codes but not all of them, you will only be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that the relevant act was more than 50% responsible for the losses, when assessed together with all the contributing causes.

10.10.4 Liability for unreasonably delaying notification

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

- the misuse, loss or theft of your Card or 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); and
- that portion of the losses incurred on any accounts which you and we had not agreed could be accessed using the relevant Electronic Access Method.

10.11 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 reasonably 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.

10.12 Liability under BPAY

10.12.1 Our liability

Except as described in this section 10.12, we will not be liable for any loss or damage you suffer as a result of using BPAY.

10.12.2 Your liability

Despite any other clause of these Terms and Conditions, if you are liable under this section 10.12 for an unauthorised or fraudulent payment, or as a result of a BPAY View® billing error, and 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.

10.12.3 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.

10.12.4 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.

10.12.5 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.

10.12.6 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.

10.12.7 Resolution principles

If a BPAY Payment you have made falls within the type described in section 10.12.3 and also section 10.12.4 or 10.12.5, then we will apply the principles stated in section 10.12.3.

If a BPAY Payment you have made falls within both the types described in section 10.12.4 and section 10.12.5, then we will apply the principles stated in section 10.12.4.

10.12.8 No “chargebacks”

Except where a BPAY Payment is a type referred to in sections 10.12.3, 10.12.4 or 10.12.5, 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.

10.13 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.

10.14 Limitation on our liability

Subject to the ePayments Code, 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; or
- 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 to the extent caused by matter beyond our reasonable control or not caused by the negligence, fraud or misconduct of us, our employees or agents or any receiver appointed by us.

11. General terms and conditions

11.1 Changes to terms and conditions of banking services

We can change these terms and conditions at any time.

We can also change:

- the types of Accounts that can be operated using an Electronic Access Method;
- 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.

We can also change fees and charges and we can add new fees and charges at any time.

We will tell you of changes to these terms and conditions and fees and charges as set out below and as required by the law and any code to which we subscribe. We don’t have to give you notice of any other changes relating to an Electronic Access Method that do not require or result in a change to terms and conditions or fees and charges unless required by a law or code to which we subscribe.

Generally, we will tell you about changes to terms and conditions and fees and charges as soon as reasonably possible (which may be before or after the change is made) or, where the change is unfavourable to you, by providing you with 30 days’ prior notice. Where there is a change to, or introduction of, a government fee or charge, we will tell you reasonably promptly after the government notifies us (however, we do not have to tell you if the government publicises the change to or introduction of the fee or charge). Subject to the ePayments Code (where it applies), we may also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

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

11.2 Cancelling electronic access methods

If you ask us to, we will cancel your access to an Electronic Access Method.

We can cancel your Electronic Access Method without reason by giving you reasonable prior notice of not less than 30 days.

We may also cancel an Electronic Access Method, at any time, without giving you prior notice, if:

- we are required to do so by law or in order to comply with our legal or other regulatory obligations (including Card scheme and payment system rules);

- you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the Account or to otherwise comply with our legal obligations or other regulatory obligations (including Card scheme and payment system rules);
- you don't provide us with accurate and up to date Foreign Tax Residency Status information; or
- we reasonably believe that:
 - doing so is necessary to prevent loss to you or us;
 - the Account or Electronic Access Method is being used in a manner that may result in loss to you or us;
 - there is fraudulent activity occurring in relation to your Account or Electronic Access Method;
 - the Account or Electronic Access Method is being operated in breach of these terms and conditions in a way that increases risk to you or us;
 - your use of the Account or Electronic Access Method or activities you undertake in connection with the Account or Electronic Access Method are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
 - you or the Account holder provided us with false or misleading information when we opened the Account or issued the Electronic Access Method which materially increases the risks we are exposed to in relation to you or the Account or Electronic Access Method and we would not have opened the Account or issued the Electronic Access Method had the correct information been provided to us; or
 - the Account or Electronic Access Method is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).

11.3 Suspending electronic access methods and returning funds

11.3.1 Suspending your account

We may suspend an Electronic Access Method, at any time, without giving you prior notice, if:

- we are required to do so by law or in order to comply with our legal or other regulatory obligations (including Card scheme and payment system rules);
- we reasonably consider it necessary to do so to meet our regulatory and compliance obligations or to manage associated risk;

- you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the Account or to otherwise comply with our legal obligations or other regulatory obligations (including Card scheme and payment system rules);
- you don't provide us with accurate and up to date Foreign Tax Residency Status information; or
- we reasonably believe that:
 - doing so is necessary to prevent loss to you or us;
 - the Account or Electronic Access Method is being used in a manner that may result in loss to you or us;
 - there is fraudulent activity occurring in relation to the Account or Electronic Access Method;
 - the Account or Electronic Access Method is being operated in breach of these terms and conditions in a way that increases risk to you or us;
 - your use of the Account or Electronic Access Method or activities you undertake in connection with the Account or Electronic Access Method are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
 - you or the Account holder provided us with false or misleading information when we opened the Account or issued the Electronic Access Method which materially increases the risks we are exposed to in relation to you or the Account or Electronic Access Method and we would not have opened the Account or issued the Electronic Access Method had the correct information been provided to us; or
 - the Account or Electronic Access Method is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).
- that funds have been transferred into your account due to unauthorised or unlawful activity; or
- that you are not beneficially entitled to funds in your account.

We will act reasonably when suspending an Electronic Access Method and we will not do more than is reasonably necessary considering the reasons why we have taken such action. We will tell you if we suspend your Electronic Access Method and, where possible, we will tell you what you need to do for us to reinstate it. If we take any such action to suspend your Electronic Access Method we will give you a reason unless we are unable to do so under applicable laws or regulations.

11.3.2 Returning funds

Where we reasonably believe that funds have been transferred to your account because of unauthorised or unlawful activity (such as a fraudulent payment or a payment as a result of a scam affecting you or another person) (Improper Payment), we may without your consent deduct from your account an amount no greater than the Improper Payment and return the funds to the sender or sending financial institution or as otherwise required by law, code or regulation. We will take reasonable steps to contact you in relation to an Improper Payment where we consider it relates to a fraud or scam, unless we are unable to do so under applicable laws or regulations.

Where we reasonably believe that funds have been transferred into your account as a mistaken internet payment under the ePayments Code, we will instead follow the process set out in section 3.3.

11.4 How we give you notices and other documents

You agree that we may give you any notices or other documents we are required to give you in writing by publishing them or giving them to you in any manner allowed by law and any applicable code of practice.

This may include giving you a notice or other document by:

- sending it to you by post to your last known residential or postal address;
- if you have given us your email address, by sending it to you by email;
- if you have given us your mobile phone number, by sending it to you by SMS;
- publishing it in a major national daily newspaper;
- placing it on or giving it to you with statements of Account;
- publishing it on our website or on our Internet Banking sign-in page or within Internet Banking and telling you we have done so; or
- placing it on our ATMs (where it relates to ATM access or functionality).

Unless you contact us and tell us that you do not want to receive notices or other documents from us electronically, you agree we may give you notices and other documents by electronic communication where allowed by law and any applicable code of practice. If you do not wish to receive notices or other documents from us electronically, please contact us to opt-out of electronic communications.

A paper copy of any notice or other document given to you electronically will be given to you without charge on request.

11.5 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.

11.6 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 reasonably incurred legal costs on a full indemnity basis, even after your Account is closed. However, you will not be liable for any loss we suffer to the extent caused by the negligence, fraud or misconduct of us, our employees or agents or any receiver appointed by us.

11.7 If you have a problem, complaint or dispute

11.7.1 Our service commitment

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

Resolution of problems is a priority to us. If at any time our service does not meet your expectations, we would like you to let us know.

11.7.2 How to contact us

If you have a complaint, there are a number of ways to contact us:

- Contact your local branch manager or Business Banker.
- Call us on 1300 55 72 72.
Visit www.boq.com.au/contact-us for our operating hours.
- Complete the online complaints form at <https://www.boq.com.au/help-and-support/feedback-and-complaints>
- Contact our Customer Relations Department via:
Email: customer.relations@boq.com.au
Call: 1800 663 080
Write to: Customer Relations
Reply Paid 2258
Brisbane QLD 4001

11.7.3 How will your complaint be handled?

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

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website.

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

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

If you're unhappy with our response, you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution service for financial services. To contact them you can:

Call: 1800 931 678

Email: info@afca.org.au

Online: www.afca.org.au

Write to: GPO Box 3
Melbourne VIC 3001

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.

11.8 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.

12. Definitions

Account means an account with us that can be accessed through Electronic Banking or using an Electronic Access Method.

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 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.

Biometric Identifier has the meaning given in the Digital Wallet Terms and Conditions.

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.

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.

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.

Confirmation of Payee service means the Confirmation of Payee service banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.

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.

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. 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.

Digital Wallet Services has the meaning given in the Digital Wallet Terms and Conditions.

Digital Wallet Terms and Conditions means our terms and conditions that cover the use of Apple Pay, Google Pay, Samsung Pay and other digital wallets.

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.

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;
- paying bills using BPAY; or
- Payments File Upload Transactions.

Eligible Device has the meaning given in the Digital Wallet Terms and Conditions.

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 Internet Payment means a payment made by a user (as defined in the ePayments Code) through a pay anyone banking facility and processed by a financial institution which has subscribed to the ePayments Code where funds are paid into the account of an unintended payee because the payer has entered or selected a BSB number and/or account identifier 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 and/or account identifier.

This does not include payments made using BPAY or RTGS Payments.

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.

Other 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. 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.

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 Alerts is an alerts service providing you with certain requested information about your Accounts 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.

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 you or a User. It does not include Electronic Transactions that are performed by you, that are performed by anyone with your knowledge and consent, or that you are taken to have authorised under these terms and conditions or our Digital Wallet Terms and Conditions.

User is any person authorised to access Electronic Banking on behalf of a Customer, including the Customer, 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.



Issuer: Bank of Queensland Limited ABN 32 009 656 740.
Australian Financial Services Licence Number 244616.
Australian Credit Licence Number 244616

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