

Internet Banking and BPAY Terms and Conditions

1. INTRODUCTION

Detailed below are the Terms and Conditions of Use which apply to your access to and use of Internet Banking including transactions on your accounts with us made through Internet Banking.

Please read the Terms and Conditions of Use and, if you do not understand any part of these Terms and Conditions, please contact us on 13 61 91.

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

IMPORTANT: These Terms and Conditions will govern your access to the Internet Banking Facility. It is therefore important that you read these Terms and Conditions carefully before you use this Facility.

If you access BPAY or the External Transfer Facility then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions will apply to every BPAY and External Transfer Payment on your Account and you will be legally bound by them.

If you experience problems using this Internet Banking Facility please contact us on 13 61 91 during business hours or send us an e-mail at enquiry@scu.net.au and we will address it during business hours.

2. DEFINITIONS AND INTERPRETATION

In these Terms:

- “Access Code” – means the number given to you by us following our approval of your application to use the Facility
- The “Access Code” – enables you to have secure access to the Facility including BPAY and transfers to external parties
- “Access Method” – means a method authorised by us for your use and accepted by us as authority to make a transaction and to access your Account and includes, but is not limited to, any combination of a card, Account number, card number, expiry date, PIN and Access Code, but does not include a Method which requires your manual signature
- “Account/s” – An account maintained by us that belongs to an identifiable holder who is a customer of SCU
- “ADI” - Authorised Depositing Institutions
- “Banking Business Day” – means any day on which banks in Sydney are able to effect settlement through the Reserve Bank of Australia
- “Biller” – means an organisation who tells you that you can make bill payments to them through BPAY
- “BPAY” – means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or internet access or any other Access Method as approved by us from time to time
- “BPAY Payment” – means a payment transacted using BPAY
- “BPAY Pty Ltd” – means BPAY Pty Limited ABN 69 079 137 518, PO Box 1083 North Sydney NSW 2059, telephone (02) 9922 3511
- “CUSCAL” – means Credit Union Services Corporation Australia Limited
- “Cut Off Time” – means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY or to allow for transmission to an external party
- “Payment” – means a payment transacted using the Facility, and includes a BPAY Payment and transfers to external parties
- “Facility” – means our Tele Access and Online Banking Facility, including access to the BPAY facility and transfers to external parties
- “Electronic Banking Facility” – Means any facility we offer from time to time through a Communication Network to enable you to receive information from us and transmit instructions to us electronically concerning your accounts with us and other matters as we may specify from time to time
- “Communication Network” –The Communication Network(s) through which we make Electronic Banking Facility available to you from time to time

- “Mistaken Internet Payment” - means a payment by a user through a ‘external transfer’ internet banking facility and processed by SCU through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:
 - * the users error or
 - * the user being advised of the wrong BSB number/and/or identifier - this does not include payments made using BPay
- “Receiving ADI” - an ADI whose customer has received an internet payment
- “Sending ADI” - an ADI whose customer has made an internet payment
- “Unintended recipient” - the recipient of funds as a result of a mistaken internet payment
- “Ancillary Equipment” – Any equipment as specified by us that you will require to use an Electronic Banking Facility

In addition, references to:

- “we”, “us” or “our” are references to Sydney Credit Union Limited ABN 93 087 650 726
- “you” or “your” are references to you, the Account holder(s) in respect of the Account from which you instruct us to process a transaction

3. EPAYMENTS CODE OF CONDUCT

We warrant that we will comply with the ePayments Code of Conduct where that code applies.

4. MUTUAL BANKING CODE OF PRACTICE

The relevant provisions of the Mutual Banking Code of Practice apply to these Terms and Conditions.

5. SECURITY BREACHES

- **5.1** – We will attempt to make sure that your transactions are processed promptly (including BPAY Payments by participants in BPAY and payments to external parties), and you must tell us promptly if:
 - (a) you become aware of any delays or mistakes in processing your transaction
 - (b) you did not authorise a transaction that has been made from your Account
 - (c) you think that you have been fraudulently induced to make a transaction
- **5.2** – If you think that the security of your Access Method has been compromised you should notify us immediately and at any time by contacting 13 61 91
- **5.3** – If you believe an unauthorised transaction has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card

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

6. ACCESS METHOD SECURITY GUIDELINES

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

- **6.1** – You must not write an Access Code on, or carry it or keep a record of it with any other part of your Access Method or on, or with the one article unless you have taken reasonable steps to disguise the Access Code or prevent unauthorised access to the code
- **6.2** – You must not select an Access Code that represents your birth date or a recognisable part of your name. If you do use an obvious Access Code such as a name or date you may be liable for any losses that occur as a result of unauthorised use of the Access Code
- **6.3** – You must not tell or show the Access Code to anyone else (including family and friends)
- **6.4** – You must not act with extreme carelessness in failing to protect the security of the Access Code

In addition, you must comply with the security guidelines that apply to your Access Method.

We recommend that you:

- Use care to prevent anyone seeing the details you enter to access the Facility
- Change the Access Code at regular intervals
- Never reveal the Access Code to anyone
- Never write the Access Code down
- Immediately notify us of any change of contact details

The guidelines contained in this clause provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised Payments. Liability for such payments will be determined in accordance with clause 17 of these Terms and Conditions and the Electronic Funds Transfer Code of Conduct.

7. USE OF AN ELECTRONIC BANKING FACILITY

We are authorised to act upon all instructions given through the Internet Banking Facility using your Access Codes. We may, as part of our security procedures, record and retain telephone instructions.

Transactions made through the Internet Banking Facility:

- Are governed by these Conditions
- Are governed also by the terms and conditions of the accounts being used

- May be processed at our option on the next business day
- May be limited to specific amounts

We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us through the Internet Banking Facility will remain confidential and protected from unauthorised access but we will not otherwise be liable for any unauthorised access by any means to that information.

We may cancel the use of your Access Codes for the Internet Banking Facility at any time without notice if we believe the Access Codes are being used, or will be used, in a way that will cause losses to you or us.

8. WHAT IF INTERNET BANKING IS UNAVAILABLE?

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use Internet Banking.

We undertake to make all reasonable efforts to ensure that the Internet Banking Facility you use is available to you during the hours specified by us but we are not liable to you for or in connection with the failure of Internet Banking to perform in whole or in part, any function which we have specified it will perform; the unavailability of Internet Banking to you in whole or in part because of the failure of the Communication Network, Ancillary Equipment or any circumstance beyond our reasonable control; or delays or errors in the execution of any transaction or instruction because of the Communication Network, Ancillary Equipment or any circumstance beyond our reasonable control.

9. ANCILLARY EQUIPMENT

It is your responsibility to obtain and maintain the Ancillary Equipment required to use Internet Banking.

10. USING BPAY

- **10.1** – We are a member of BPAY. We will tell you if we are no longer a member of BPAY
- **10.2** – BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY
- **10.3** – Unless you are advised otherwise, you may use BPAY only to make payments from the Account
- **10.4** – When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the Biller), the amount to be paid and the Account from which the amount is to be paid
- **10.5** – You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 10.4 or if any of the information you give us is inaccurate

- **10.6** – We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made
- **10.7** – If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment
- **10.8** – You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY
- **10.9** – 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 on satisfaction of any underlying debt owed between you and that Biller.

11. PROCESSING OF BPAY PAYMENTS

- **11.1** – A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in condition 12.5) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it
- **11.2** – We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method
- **11.3** – You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see clause 11.7) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account
- **11.4** – A BPAY Payment is treated as received by the Biller to whom it is directed:
 - (a) on the date you direct us to make it, if we receive your direction by the 5.00 pm Cut Off Time on a Banking Business Day AND
 - (b) otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details
- **11.5** – Notwithstanding this, a delay may occur processing a BPAY Payment if
 - (a) there is a public or bank holiday on the day after you instruct us to make the BPAY Payment
 - (b) you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the 5.00 pm Cut Off Time on a Banking Business Day
 - (c) a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations
- **11.6** – If we are advised that your payment cannot be processed by a Biller, we will:
 - (a) advise you of this

- (b) credit your Account with the amount of the BPAY Payment
- (c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- **11.7** – You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:
 - (a) the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess
 - (b) the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.

12. FUTURE DATED PAYMENTS*

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

- **12.1** – You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility[#], there must be sufficient available credit for that purpose
- **12.2** – If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY Payment will not be made and you may be charged a dishonour fee
- **12.3** – You are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly
- **12.4** – You should contact us on 13 61 91 if there are any problems with your future-dated payment/s
- **12.5** – You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date of payment. You cannot stop the BPAY Payment on or after that date.

*This is an optional facility depending on whether it is offered by us.

[#]Depending on whether we will permit a credit facility to be used for that purpose.

13. USING THE EXTERNAL TRANSFER PAYMENT FACILITY

- **13.1** – The External Transfer Facility can be used to make a Payment to an account at another financial institution
- **13.2** – When you tell us to make a Payment to an external party you must tell us the BSB number for the other financial institution, the account number for the external account, the account name for the external account, a

reference or description for the payment, the amount to be paid and the Account from which the amount is to be paid

- **13.3** – You acknowledge that we are not required to effect the Payment if you do not give us all the information specified in clause 13.2 or if any of the information you give us is inaccurate
- **13.4** – We will debit the value of each External Transfer Payment and any applicable fees to the Account from which the transaction is made from

14. PROCESSING OF EXTERNAL TRANSFER PAYMENTS

- **14.1** – Payment instruction is irrevocable. You cannot stop a Payment once you have instructed us to make it and we cannot reverse it
- **14.2** – We will treat your Payment instruction as valid if, when you give it to us, you use the correct Access Method
- **14.3** – You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see clause 14.7) when making a Payment or if you did not authorise a Payment that has been made from your Account
- **14.4** – A Payment is treated as received by the external party
 - (a) on the day after you direct us to make it, if we receive your direction by the 4.00 pm Cut Off Time on a Banking Business Day
 - (b) otherwise, on the next Banking Business Day after you direct us to make it. The Payment may take longer to be credited to an external party if you tell us to make it on a Saturday, Sunday or a public holiday or if the other financial institution does not process a Payment as soon as they receive its details.
- **14.5** – Notwithstanding this, a delay may occur processing a Payment if:
 - (a) there is a public or bank holiday on the day after you instruct us to make the Payment
 - (b) you tell us to make a Payment on a day which is not a Banking Business Day or after the 4.00 pm Cut Off Time on a Banking Business Day
 - (c) another financial institution does not comply with its obligations
- **14.6** – If we are advised that your payment cannot be processed by the other financial institution, we will:
 - (a) advise you of this
 - (b) credit your Account with the amount of the Payment
 - (c) take all reasonable steps to assist you in making the Payment as quickly as possible
- **14.7** – You must be careful to ensure you tell us the correct amount you wish to pay. If you make a Payment and later discover that:
 - (a) the amount you paid was greater than the amount you needed to pay, you must contact the external party to obtain a refund of the excess

- (b) the amount you paid was less than the amount you needed to pay, you can make another Payment for the difference between the amount you actually paid and the amount you needed to pay

15. MISTAKEN INTERNET PAYMENT

If you have made a mistaken internet payment or a mistaken payment has been made to you. We will do the following depending on the time frame which it is reported to us.

- **15.1** - Report within 10 business days of making the payment: if there are sufficient credit funds available in the account of the unintended recipient and both we and the other financial institution (which holds the account to which the reported mistaken payment was made) are satisfied that a mistaken internet payment occurred, then the other financial institution must return the funds to us within 5 to 10 business days of receiving our request. We'll then return the funds to your account as soon as practicable.
We will reciprocate this process for other ADIs if you are the recipient of mistaken internet payment
- **15.2** - Report between 10 business days and 7 months of making the payment: if there are sufficient credit funds available in the account of the unintended recipient and we are satisfied that a mistaken internet payment occurred, we'll ask the other financial institution to investigate (which must be completed within 10 business days of receiving our request). If, after the investigation is completed, the other financial institution is satisfied that a mistaken payment occurred, it must prevent the unintended recipient from withdrawing the funds mistakenly paid for a further 10 business days. The other financial institution must notify the unintended recipient that the funds will be withdrawn from their account unless they can establish that they're entitled to the funds within this 10 business day period. If the unintended recipient doesn't establish that they're entitled to the funds within this timeframe, the other financial institution must return the funds to us within a further 2 business days. We'll then return the funds to your account as soon as practicable.
We will reciprocate this process for other ADIs if you are the recipient of mistaken internet payment
- **15.3** - Report after 7 months of making the payment: if there are sufficient funds available in the account of the unintended recipient and both we and the other financial institution are satisfied that a mistaken internet payment was made, the other financial institution must seek the consent of the unintended recipient to return the funds mistakenly paid. If the unintended recipient consents, the other financial institution must return the funds to us. We will then return the funds to your account as soon as practicable.
We will reciprocate this process for other ADIs if you are the recipient of mistaken internet payment
- **15.4** - If we are satisfied that a mistaken internet payment occurred, but the other financial institution is not satisfied, but there are sufficient credit funds available in the account of the unintended recipient, the other financial institution may seek the consent of the unintended recipient to return the funds. If the unintended recipient consents, the other financial institution must return the funds to us. We will then return the funds to your account as soon as practicable.
We will reciprocate this process for other ADIs if you are the recipient of mistaken internet payment

- **15.5** - If there aren't sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken payment—yet both we and the other financial institution are satisfied that a mistaken internet payment was made—the other financial institution must use reasonable endeavours to retrieve the funds from the unintended recipient (e.g. by facilitating repayments in instalments). We will reciprocate this process for other ADIs if you are the recipient of mistaken internet payment
- **15.6** - We are not required to take any further action, but may ask the other financial institution to investigate. You are liable for any loss arising from the mistaken internet payment. In all instances, we'll advise you of the outcome of the investigation of a reported mistaken internet payment in writing within 30 business days of the day on which the report was made. We will reciprocate this process for other ADIs if you are the recipient of mistaken internet payment

16. TRANSACTION LIMITS

- **16.1** – We may limit the amount of Payments you may make on any one day
- **16.2** – If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions
- **16.3** – We will advise you of all such transaction limits

17. REFUSING PAYMENT DIRECTIONS

You acknowledge and agree that:

- **17.1** – We may refuse for any reason to give effect to any direction you give us in respect of a Payment to be made via the Facility
- **17.2** – We are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

18. YOUR LIABILITY FOR PAYMENTS

- **18.1** – You are liable for all transactions carried out via the Facility by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us
- **18.2** – If you are responsible for a mistaken BPAY Payment from your Account and we cannot recover the amount from the person who received it within twenty (20) Banking Business Days of us attempting to do so, you will be liable for that Payment
- **18.3** – You are not liable for losses caused by unauthorised Payments:
 - (a) where it is clear that you have not contributed to the loss

- (b) that are caused by the fraudulent or negligent conduct of employees or agents of:
 - us
 - any organisation involved in the provision of BPAY
 - any Biller
 - (c) relating to a forged, faulty, expired or cancelled Access Method
 - (d) resulting from unauthorised use of the Access Method: before you receive that Access Method and any relevant Access Code; or after you notify us in accordance with clause 5 that your Access Method has been misused, lost or stolen or that the security of an Access Code forming part of the Access Method has been breached
 - (e) that are caused by the same Payment being incorrectly debited more than once to your Account
- **18.4** – You will be liable for any loss of funds arising from unauthorised payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or that the security of the Access Code forming part of the Access Method has been breached and if we prove, on the balance of probabilities, that you contributed to the loss through:
 - (a) your fraud or, your failure to keep the Access Code secure in accordance with clauses 6.1, 6.2, 6.3 and 6.4
 - (b) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method or a relevant Access Code and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

However, you will not be liable for:

- (a) the portion of the loss that exceeds any applicable daily or periodic transaction limits
 - (b) the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit)
 - (c) all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.
- **18.5** – Where an Access Code is required to perform the unauthorised payment and clause 17.4 does not apply, your liability for any loss of funds arising from an unauthorised Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
 - (a) \$150
 - (b) the balance of your Account, including any prearranged credit
 - (c) the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account)

- **18.6** – You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these Terms and Conditions or acted negligently or fraudulently under this agreement
- **18.7** – If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment
- **18.8** – If you notify us that a Payment to an external party made from your Account is unauthorised, you must provide us with this notification in writing. If you do not give us such notification in writing the financial institution who received the payment may not be permitted under law to disclose to us the information we need to investigate or rectify that Payment
- **18.9** – Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code of Conduct

19. MALFUNCTION

- **19.1** – You will not be responsible for any loss you suffer because the Facility accepted your instructions but failed to complete a Payment
- **19.2** – In the event that there is a breakdown or interruption to any of the Facility's system or equipment, and you should have been aware that the Facilities were unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result

20. CONSEQUENTIAL DAMAGE

- **20.1** – This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted
- **20.2** – We are not liable for any consequential loss or damage you suffer as a result of using the Facility, other than loss due to our negligence, or in relation to clause 18.1 (except where clause 18.2 applies), or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

21. RESOLVING ERRORS ON ACCOUNT STATEMENTS

- **21.1** – All Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited
- **21.2** – You should check all entries on your Account statements carefully
- **21.3** – If you believe a Payment entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
 - (a) your name and Account number
 - (b) the date and amount of the Payment in question
 - (c) the date of the Account statement in which the Payment in question first appeared
 - (d) a brief and clear explanation of why you believe the Payment is unauthorised or an error
- **21.4** – If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you
- **21.5** – Within twenty one (21) days of receipt from you of the details of your complaint, we will:
 - (a) complete our investigation and advise you in writing of the results of our investigation
 - (b) advise you in writing that we require further time to complete our investigation
- **21.6** – We will complete our investigation within forty five (45) days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response
- **21.7** – When we complete our investigation, we write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct
- **21.8** – If you are not satisfied with our decision, you may request that the decision be reviewed by our Senior Management. If you wish to take the matter further, you may, for instance, contact the:

Financial Ombudsman Service
GPO Box 3
Melbourne Vic 3001
Telephone: 1300 780 808
Email: info@fos.org.au
Website: www.fos.org.au
- **21.9** – If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment

- **21.10** – If we decide that you are liable for part or all of a loss arising out of an unauthorised Payment, we will:
 - (a) give you copies of any documents or other evidence we relied upon in reaching this decision
 - (b) advise you in writing whether or not there was any system malfunction at the time of the payment complained of
- **21.11** – If we fail to observe these procedures or the requirements of the Electronic Funds Transfer Code of Conduct when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment

22. TRANSACTION RECORDING

It is recommended that you record all receipt numbers issued in respect of Payments to assist in checking transactions against your statements.

23. ACCURACY OF INFORMATION

We will take all reasonable steps to ensure that the information that we make available to you through an Electronic Banking Facility is correct and updated regularly at the intervals we specify from time to time. We will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the Communication Network, Ancillary Equipment or any other circumstance beyond our reasonable control.

24. TRANSACTION AND OTHER FEES

- **24.1** – We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
 - (a) issuing your Access Method or any additional or replacement Access Method
 - (b) using your Access Method
 - (c) any Payment
 - (d) giving you access to the Facility
 - (e) any other service provided in relation to the Access Method
- **24.2** – We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a Payment.
- **24.3** – We may charge you with dishonour fees for any future-dated BPAY Payments that have failed due to insufficient funds in the relevant Account.

25. CHANGES TO TERMS AND CONDITIONS

- **25.1** – We may change these Terms and Conditions and fees and charges from time to time

- **25.2** – We will notify you in writing at least thirty (30) days before the effective date of change if the change to these Terms and Conditions will:
 - (a) introduce a new fee or charge
 - (b) vary the method by which interest is calculated or the frequency with which it is debited or credited
- **25.3** – We will notify you in writing at least twenty (20) days before the effective date of change or such other longer period as may be required by law if the change to these Terms and Conditions will:
 - (a) increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods
 - (b) increase your liability for losses
 - (c) impose, remove or adjust daily or periodic limits on amounts which may be transacted via the Facility
 - (d) make any changes to your Account(s) in respect of which the law requires that notice be given to you
- **25.4** – We will notify you of any other changes to these Terms and Conditions in advance of the day the change takes effect, or such longer period as may be required by law, by:
 - (a) notices on or with periodic Account statements
 - (b) direct written notice to you
 - (c) press advertisement in the national or local media
- **25.5** – We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations
- **25.6** – If you do not wish your daily limit on transacted amounts via the Facility to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase
- **25.7** – BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Terms and Conditions accordingly.

26. CANCELLATION OF ACCESS TO THE FACILITY

- **26.1** – You may cancel your access to the Facility at any time by giving us written notice
- **26.2** – We may immediately cancel or suspend your access to the Facility at any time for security reasons or if you breach these Terms and Conditions or the Terms and Conditions of your Account
- **26.3** – We may cancel your access to the Facility for any reason by giving you thirty (30) days notice. The notice does not have to specify the reasons for cancellation
- **26.4** – If, despite cancellation of your access to the Facility, you carry out a Payment using the Access Method, you will remain liable for that Payment

- **26.5** – Your access to the Facility will be terminated when:
 - (a) we notify you that your Access Method or the Account with us has been cancelled
 - (b) you close the last of your Accounts with us which has access to the Facility
 - (c) you cease to be our member
 - (d) you alter the authorities governing the use of your Account or Accounts with access to the Facility (unless we agree otherwise)

27. PRIVACY

- **27.1** – We collect personal information about you for the purposes of providing our products and services to you and for processing your Payments
- **27.2** – If you register to use BPAY, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions including:
 - (a) Billers nominated by you
 - (b) BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY
 - (c) CUSCAL
- **27.3** – You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 26.2
- **27.4** – You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 26.2 by contacting them
- **27.5** – If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment

28. MISCELLANEOUS

- **28.1** – These Terms and Conditions govern your access using the Facility to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the Terms and Conditions applicable to your Account. To the extent of any inconsistency between these Terms and Conditions and the Terms applicable to any of your Accounts, these Terms and Conditions will prevail
- **28.2** – You agree that you will promptly notify us of any change of contact details
- **28.3** – We may post all Account statements and notices to you at your registered address as provided for in our rules

Call 13 61 91
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