

DEEMING ACCOUNT TERMS AND CONDITIONS

Effective 1 December 2015

This document should be read in conjunction with the Schedule of Fees and Charges. Together they form the Terms and Conditions for the Accounts and Services described in this document.

RSL Money is a business name of Australian Military Bank Ltd ABN 48 087 649 741 AFSL No. 237 988 Australian credit licence number 237 988.

How to Contact Us

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IMPORTANT NUMBERS

Visa Card Hotline

Australia wide toll free

1800 648 027

Sydney Metropolitan Area

(02) 9959 7480

Financial Ombudsman Service Limited

(Mutuals Division)

Mail: GPO Box 3 Melbourne VIC 3001

Phone: 1300 780 808

Fax: (03) 9613 6399

Email: info@fos.org.au

Website: www.fos.org.au

This document contains terms and conditions for the RSL Money Deeming Account.

Please read this document carefully and keep a copy in a safe place as you may need to refer to it in the future.

You can request another copy from our head office or call 1300 000 775. These Terms and Conditions may change and be re-issued. The Terms and Conditions are also available online at www.rslmoney.com.au.

General information on account opening, privacy, dispute resolution, other written material mentioned in this Terms and Conditions and additional product information is also available.

Any advice in this brochure has not considered your objectives, financial situation or needs, which you should consider before acting on our recommendations.

PART A - GENERAL TERMS AND CONDITIONS

This Part A applies to Accounts and Services. You become bound by the Terms and Conditions when you first open or access an Account or use any Service.

1. Definitions

a) In this document:

Access Code means information known to the user and intended to be known only by the user, or to us and the user, which we require the user to keep secret, and which the user must provide to or through a device or Electronic Equipment to access an EFT Account or use EFT Services.

Access Method means a method authorised by us for use by a user and accepted by us as authority for us to act on an instruction given through Electronic Equipment to debit or credit an EFT Account and to access an EFT Account. It includes, but is not limited to, any combination of a card, an account number, card number, expiry date, PIN and password, but it does not include a method which requires a user's manual signature.

Account means a Deeming Account. For EFT Services, it means any EFT Account.

Available Balance includes any funds lodged in your account. The Available Balance does not include:

- deposits received but uncleared in accordance with our policy;
- interest accrued but not credited;
- · deposits in transit; or
- · deposits invested for a fixed term.

Banking Business Day means any day on which banks in Melbourne and 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.

 $\ensuremath{\mathsf{Card}}$ means a Visa Debit Card issued to you or a Nominee by RSL Money.

Card Details means the information provided on the Card and includes, but is not limited to, the Card number and expiry date.

Cuscal means Cuscal 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.

Day means a 24 hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

 $\ensuremath{\text{Deeming Account}}$ means a savings account with RSL Money as described in Part B of this document.

EFT Account means an account maintained by us and belonging to you where we permit a user to initiate funds transfers from or to the account using an Access Method through Electronic Equipment.

EFT Service means an electronic funds transfer service as described in Part D of this document.

EFT System means the shared system under which EFT Transactions are processed.

EFT Terminal means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of RSL Money or any third party for use with a Card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

EFT Transaction means an electronic funds transfer instructed by you or your Nominee through Electronic Equipment using a Card and/or PIN or Card Details but not requiring a manual signature.

Electronic Equipment includes but is not limited to an Electronic Terminal, computer, television and telephone.

ePayments Code means the Electronic Payments Code that replaced the EFT Code, which regulates electronic payments, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY.

 $\ensuremath{\mathsf{Linked}}\xspace \ensuremath{\mathsf{Account}}\xspace$ means, in relation to a Card, your account which you link to a Card.

Merchant means a retailer or any other provider of goods or services.

Mistaken internet payment means a payment made by a user through a 'Pay Anyone' internet banking facility and processed by an ADI (Australian Deposit Taking Institution) 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 user's error; or
- the user being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY.

Nominee means any person nominated by you to whom RSL Money has issued an additional Card to access your Linked Account.

Payment Service means a payment service as described in Part C of this document.

payWave means the functionality on specific Visa debit cards that enables you to make small value purchases at participating Merchant outlets.

PIN means the personal identification number issued to you or a Nominee, for use with a Card when giving an instruction through Electronic Equipment.

RSL Money is a business name of Australian Military Bank Ltd ABN 48 087 649 741 AFSL and Australian credit licence number 237 988.

Schedule of Fees and Charges means the Schedule of Fees and Charges we issue from time to time setting out fees and charges payable for Accounts and Services.

Service means an EFT Service or a Payment Service.

Terms and Conditions means this document and the Schedule of Fees and Charges.

user means a person authorised by us and (if not the account holder) by the account holder to use an Access Method for EFT Transactions, and includes an account holder.

we, us or our refers to RSL Money.

You or your means a member of RSL Money or an account holder with RSL Money.

- b) In this document:
 - unless otherwise required by the context, a singular word includes the plural and vice versa; and
 - a reference to business day is a day that is not a Saturday or Sunday, and not a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done.

2. Variations

- We may change any of the Terms and Conditions. If we do so, we will notify you:
 - at least thirty (30) days before we introduce new fees or charges, increase existing fees or charges, or change the method of interest calculation or frequency of interest payment;
 - no later than the day we change other terms and conditions which reduce interest rates, increase your obligations or decrease your return;
 - in our next contact with you after increasing interest rates, or making any other change; or
 - as otherwise required by law or the specific terms and conditions applicable to a product contained in this document.
- b) We will give you written notice if we introduce a new fee or charge, or vary the method by which interest is calculated or the frequency with which it is credited. You agree that we may give you notice of all changes, by an advertisement in a national or local newspaper, or by written notice (including a

notice by personal letter or email, in your account statement or in our newsletter).

- c) We will notify you of the introduction or variation of any Government charge payable directly or indirectly by you, unless it is publicised by the Government, a Government agency, or a representative body.
- d) You will be deemed to have received notice on the day of the advertisement or on the second day after the mailing of the letter or email, newsletter or account statement. For joint accounts we will provide one copy of the notice addressed to the primary joint account holder.

3. ePayments Code

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

4. Your right to Privacy

- a) RSL Money collects personal information about you or your Nominee for the purposes of providing its products and services to you. RSL Money may disclose that personal information to others in order to execute any instructions, where it reasonably considers it necessary for the provision of the Card or the administration of your Linked Account(s), or if it is required by law.
- b) You represent that, in supplying RSL Money with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.
- c) You and your Nominee may have access to the personal information RSL Money holds about each of you at any time by asking RSL Money.
- d) We are committed to abiding by the Australian Privacy Principles contained in the Privacy Act, which govern the collection, accuracy, use, disclosure and storage of personal information by us.
- e) Generally we use your information to enable us to contact you or to verify your eligibility for products and services. We may disclose that personal information to others in order to execute any instructions, where we reasonably consider it necessary, or if the law requires it.
- f) We may also send you information about products and services available to you from RSL Money or other organisations with which we have a relationship. If you do not wish to receive this information, you may notify us by sending a written request to our Privacy Officer or by calling 1300 000 775.
- g) A copy of RSL Money's Privacy Policy can be obtained by visiting our web site at www.rslmoney.com.au or by written request to our Privacy Officer.

5. Dispute Resolution Procedures

If you need to discuss a concern or complaint, please contact us. If we cannot satisfy your concern on the spot, we will advise you of our complaint handling process. If you are not satisfied with the way in which we deal with your complaint, or we do not respond promptly, you may refer to our external dispute resolution centre Financial Ombudsman Service Limited (Refer to Page 2 Important Numbers). You may wish to refer to our Dispute Resolution brochure for details.

6. Account Opening and Confirmations

We reserve the right to not provide a deeming account payment or online service. You agree you can request a written confirmation of the opening or closing of any account or service by calling 1300 000 775.

7. Proof of identity

Under the Anti-Money Laundering and Counter-Terrorism Financing Act, you are required to produce proof of identity before your membership may be accepted. Some acceptable forms of identification are photographic military identification card, photographic driver's licence or passport. A full list is available on our website. If you are unable to do this in person, you need to supply a certified true copy of your identification documents together with a Certification form completed by a person qualified by law to do so. A list of approved certifiers is available on our website.

8. Tax File Number

It is not compulsory for you to provide us with your Tax File Number (or exemption). However, if you choose not to, tax may be taken out of your interest payments in the form of withholding tax.

9. Joint Accounts

- A Joint Account is one in the name of more than one person.
 If you open a Joint Account with another person, you will be jointly liable for any money that you or the other person/s owe.
 You are required to give written instructions on how you wish to access your accounts.
- b) The credit balance of accounts under a Joint Account is held jointly by all account holders. Each account holder has the right to all of the balance, jointly with the other account holders.
- c) If one of the Joint Account holders dies, the remaining account holder holds the credit balance; and if more than one, those remaining account holders hold the credit balance jointly.
- d) A Joint Account holder may only make a withdrawal on the terms of any signing instructions on the account. If there is any dispute notified to us between Joint Account holders, we may decide to only permit operation on the account when all parties have signed the necessary authority.
- e) We may accept a cheque into a Joint Account which is payable to any one or more of the Joint Account holders.
- f) If a Visa Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the Visa Card.

10. Authority to Operate

- a) You may nominate a person to operate on your account by completing a "Third Party Authority to Operate" application form, available online at www.rslmoney.com.au.
- By signing a "Third Party Authority to Operate" application form you instruct us to allow a person to operate on your account. That person can operate Deeming Accounts as follows:
 - carry out withdrawals on the account for any purpose, including signing cheques; or
 - make enquiries about account balances and transactions on the account, including any debit balance.

However, the person authorised does not have authority to:

- · change any of the signatory authorisations on the account;
- give a third party access or authority to operate on the account;
- change contact details, including the mailing address for statements, or
- · close an account.
- c) The "Third Party Authority to Operate" application will state the method of operation for the account. This may be:
 - any account holder or signatory to sign (i.e. operate); or
 - · all account holders and signatories to sign; or
 - another method that you specify and which is acceptable to us.
- If a Card is issued on an account, the method of operation for the account is to be any account holder or signatory to sign.
- e) A "Third Party Authority to Operate" application will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us. Notice of cancellation must be signed by all surviving account holders. We may require a new "Authority to Operate" before we allow further operation on the account.
- f) If there is a dispute notified to us about an "Authority to Operate" or the owner or owners of an account, we may refuse to allow operation on the account until all parties concerned have signed the necessary authority.
- g) We will not allow a person to operate on an account until his or her identity has been verified in accordance with procedures prescribed by the Anti-Money Laundering and Counter Terrorism Financing Act and any other identification procedures we require.
- h) We are not liable for any loss or damage caused to you by persons authorised to operate on your account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under law or the ePayments Code. We are not liable for any loss or damage caused by any delay in processing a cancellation of a "Third Party Authority to Operate".

11. Interest Rates

- a) Information on current interest rates for the RSL Money Deeming Account can be found in our Interest Rates Schedule available on our website: www. rslmoney.com.au.
- b) Details on interest calculation and payment are set out in:
 - Part B Deeming Accounts

12. Fees and Charges

We will give you a Schedule of Fees and Charges at the time you open a membership or at your request. The Schedule of Fees and Charges sets out the fees and charges we may debit to your account including, but not limited to:

- additional statement request fees;
- dormant account fees;
- cheque related dishonour fees;
- · recoupment of banks' cheque fees;
- · card fees;
- government charges, if any; and
- commission on foreign currency transactions.

13. Member Statements

eStatements are sent to you quarterly. More frequent or duplicate statements can be requested at any time, however a fee may apply. You agree to notify us without delay of any change of address or any error or unauthorised transactions on your statement. If you are a Joint Account holder, we may only send one statement of account to the primary Joint Account holder.

14. Dormant Membership

Your membership is classified as dormant if you have not carried out any transactions on the account/s for at least 24 months and you have not responded within the nominated time-frame to our notice, requesting that the account be kept open. An annual maintenance fee may apply to accounts. Please note that we do not pay interest on accounts held under dormant membership. Once your membership becomes dormant, we may close the membership and charge a dormancy fee. If your membership remains dormant for seven years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investments Commission (ASIC) as unclaimed money.

15. Transactions

We reserve the right to decline any transactions without being required to give any reason or advance notice to you.

16. Australian Government Deposit Guarantee Scheme

Under the Australian Government Deposit Guarantee Scheme, from 1 February 2012 total deposits up to and including \$250,000 per person per institution are guaranteed by the Government at no charge. Refer to the website http://www.guaranteescheme.gov.au/ for further details and notification of changes to the Scheme.

17. Contact Details for Communications

- a) You agree that you will promptly notify RSL Money of any change of address, contact details or email address details to ensure you receive any notifications which RSL Money is required to send to you.
- b) You agree to receive all communications from RSL Money by email to your email address as notified to RSL Money or by electronic communication within the Online Banking platform, including newsletters, marketing and product information, meeting notices, statements, documents required to be sent or given or made available under the Corporations Act, and notifications from RSL Money informing you when and how to access a document online (where RSL Money is required to notify you of the availability of a document) or attaching documents (where RSL Money is required to send or give the document to you).

PART B – DEEMING ACCOUNTS

This Part B applies to Deeming Accounts

1. Interest Calculation and Payment Method

| Account Number | Account Name | Interest Calculation Method | Interest Payment |
|-------------------|--------------------|---------------------------------|------------------|
| S61 | Deeming Account | Daily balance on tiered rate | Monthly |

2. Daily Interest Accounts

Interest is calculated by multiplying the closing daily balance by the annual interest rate divided by 365 days, except in a leap year, when the annual interest rate is divided by 366. Interest is paid as set out in the above table.

3. Account Combination and Sweeping

- a) We may appropriate the credit balance of any of your Deeming accounts towards repayment of a debt that you may owe us on another Deeming account. We will notify you promptly after doing so.
- b) Arrangements can be made for automatic sweeping of funds between your Deeming accounts or sub accounts to prevent overdrawing an account or rejection of a transaction due to insufficient funds. You may nominate the hierarchy of accounts that the sweep facility will transfer funds from, to enable the transaction to be processed. Sweeping of funds will occur when there is an attempt to process an ATM or EFTPOS withdrawal, direct debit, periodical payment, or Visa debit card transaction. If there are insufficient funds in all the nominated accounts to process the transaction, the sweep will not be performed and the transaction will be rejected and we may charge a fee. Please refer to our Schedule of Fees and Charges.

4. Account Closure

We may close your Deeming Accounts even though the account may have a credit balance. We will give you reasonable notice before doing so and will repay any credit balance. Any Card authorised for use on any of your accounts must be returned to us.

5. Direct Credit Reversal

We may reverse a direct credit to your Deeming Accounts that we have received on your behalf if we, for any reason whatsoever, do not receive value for the direct credit.

6. Overdrawn Accounts

- a) We do not agree to provide any credit in relation to your Deeming Account. You agree not to overdraw your Deeming Account.
- b) We may, at our discretion, honour a cheque, periodical payment, direct debit or Visa transaction.
- c) If your account becomes overdrawn for any reason, immediate repayment is required. We may charge you a fee and interest calculated at 3% above our current overdraft interest rate on the overdrawn amount, as well as any reasonable legal fees we incur in obtaining the amount from you. Please refer to our Schedule of Fees and Charges and our website www.rslmoney.com.au for interest rates.

7. Deposits and Balances

| Account | Minimum | Minimum Deposit | Notice of |
|---------|---------------------------------------|-----------------|------------|
| Number | Balance | | Withdrawal |
| S61 | NIL (maximum balance \$500,000) | NIL | NIL |

- a) Cheques deposited to your account will be credited conditionally. Amounts credited will be debited back to your account if the cheque is not met. Credits may not be available until we have been advised that the cheque has been cleared.
- b) Arrangements can be made for special clearance on any cheque deposit. We may charge a special clearance fee. If a cheque deposited is refused payment by the paying bank, we may charge a fee. Please refer to our Schedule of Fees and Charges.
- c) All cheques for deposit may be accepted if in the name of any one or more of the account holders. If depositing through Bank@Post, cheques can only be accepted in the name of the cardholder. Endorsed cheques will not be accepted.
- d) A cheque will not be accepted if it is "stale" i.e. the date of the cheque is more than 15 months old.
- e) If a cheque deposited to your account is dishonoured, any interest accrued on the deposit from the day the cheque was credited to your account will be reversed by us.
- f) Written authorisation is required from the account holder for a third party to conduct a cash or cheque withdrawal at a branch.

8. Account Withdrawals and Access Limits

"At-call" withdrawals are available on Deeming Accounts.

9. ATM/EFTPOS Withdrawals

- a) ATM and EFTPOS withdrawals are available on S61 accounts and relevant sub accounts.
- b) If you are using a rediATM, you may withdraw a minimum of \$20 and up to a maximum of \$1000 per card per day (each day ends at 12 midnight Eastern Standard Time). If you are using an ATM not operated by rediATM, the maximum and minimum withdrawals may be different. We do not accept any responsibility for an operator of another ATM imposing restrictions on the use of an ATM.
- c) Should the computer system be offline for any reason, the maximum withdrawal through ATM and EFTPOS will be \$500 per card. We may vary these limits for an individual member.

10. Deeming Access (S61) Account

To be eligible to open a Deeming Account, you must be in receipt of an eligible Government or Superannuation pension. Further, the pension must be electronically directed to the account and if this does not occur over a 12 month period, the account will cease to attract deeming interest rates and you will be converted to an ordinary savings account and/or rate. We will inform you prior to converting your account and/or rate. Fees and charges may apply on the new account.

- a) Interest rates and rate tiers are reviewed at least annually in line with the current Government deeming rates for pensioners.
- b) Cheque access methods are not eligible to be linked to a Deeming Account
- c) Member Statements for the Deeming Account are only available electronically as an 'eStatement'. Paper based statements are not available on this product.

11. Special Purpose Accounts

- a) Special Purpose accounts or "sub-accounts" can be opened on all Deeming Accounts when a separate account is required for a special reason.
- b) All "sub-accounts" are subject to the terms and conditions of the primary account type.

12. Cash Withdrawals

Cash withdrawals require written authorisation from the account holder and adequate identification verification. All cash withdrawals of \$2000 or greater require appropriate photographic identification to be produced before cash will be provided. If you need a large amount we require 24 hours advance notice, either verbal or written, at the branch where you wish to withdraw the cash. RSL Money reserves the right to limit the maximum amount of cash that a member can withdraw on any one day.

PART C - PAYMENT SERVICES

This Part C applies to the following Payment Services:

- Direct Credits
- Direct Debits
- Periodical Payments
- Member Cheques

General Terms and Conditions

1. Fees and Charges

We may charge fees and charges on our Payment Services. The current Schedule of Fees and Charges detailing all our current fees and charges is available on the RSL Money website or on request at any time.

2. Stop Payment

When stopping payment, you must do so in accordance with these Terms and Conditions (see each Payment Service below). We may charge you a fee for acting to stop or alter a transaction on a Payment Service. We must receive your instructions in writing to stop or alter a payment.

3. Stop Payment Liability

We are not liable to you if you request that a transaction be stopped or altered when we have already debited the amount to your account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under law or the ePayments Code.

4. General Liability

We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of a Payment Service, unless we are liable under law or the ePayments Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of resupply of the service, where the law and the ePayments Code permit this limitation.

5. Overdrawn Accounts

We may, at our discretion, honour any payment from your account. However, if your account becomes overdrawn for any reason, immediate repayment is required and we may charge you a fee and interest on the overdrawn amount as per our Schedule of Fees and Charges as well as any reasonable legal fees we incur in obtaining the amount from you.

Direct Credits

1. Service

You may have your pay or other regular payments credited to your nominated account by Direct Credit.

2. Instruction

You may request us to direct your pay, part pay or any credit to other RSL Money accounts or memberships. All requests must be in writing.

3. Suppliers

We reserve the right to refuse to accept deposits from a Direct Credit Supplier who is not registered in the Direct Entry scheme transmitted via Cuscal. The Direct Credit Supplier must provide sufficient funds to us to credit your account and comply with any conditions that we impose from time to time.

4. Conditions

Direct Credits received daily are processed no later than 9am the next working day. We are not liable for any delay in the crediting of your pay to your nominated account.

5. Direct Credit Reversal

We may reverse a Direct Credit to any of your RSL Money accounts that RSL Money has received on your behalf, if we for any reason whatsoever, do not receive value for the direct credit.

6. Stop Payment

To stop a Direct Credit payment service you must notify your Direct Credit Supplier and RSL Money without delay after deciding to stop the service.

Direct Debits and Periodical Payments

1. Service

A Direct Debit or Periodical Payment service may be established on your S61 account.

- a) A Direct Debit transaction is a transfer of funds from your account to an account with another financial institution, when you have authorised it to debit your account. To establish a Direct Debit service, you must complete an authorisation form and send it to the Direct Debit supplier to establish the Direct Debit service. We will commence the Direct Debit payment after we receive the request for payment from the Supplier.
- b) A Periodical Payment is a transfer of funds at your request from your account to a specified account or third party on a certain date on a regular basis. To establish a Periodical Payment service, you can set one up in Online Banking or by completing the form available by visiting our website www.rslmoney.com.au.
 - When we make a periodical payment, we are not acting as your agent or the agent of the payee and we do not have to advise you if a periodical payment is not made.
 - If a periodical payment is dishonoured for two consecutive payments, we may cancel the authority.
 - In the event that a future dated periodical payment is due on the weekend or NSW public holiday, the payment may be made on the previous business day.

2. Payment Order

If you request more than one Periodical Payment or Direct Debit, we will determine the order in which they are paid.

3. Overdrawn Accounts

If the amount of the Direct Debit or Periodical Payment exceeds the available balance in your nominated account, we may refuse to pay the Direct Debit or Periodical Payment.

We will attempt each day for up to five (5) business days to pay the periodical payment. We will cancel the periodical payment if we have unsuccessfully attempted to pay it on five occasions. We will incur no liability for such refusal. We may impose a fee for attempting to pay the periodical payment, for a dishonour, or if the account becomes overdrawn. Please refer to the Schedule of Fees and Charges.

4. Stop or Alter Payment Authority

To stop a Direct Debit you must provide written instructions to us setting out full details of the Direct Debit at least three (3) business days before the next payment is to be made. You must also instruct any Direct Debit Supplier to stop the Direct Debit without delay.

To stop or alter a Periodical Payment, you must provide notice of at least one (1) business day.

PART D - EFT SERVICES

This Part D applies to your access to and use of the following EFT services:

- Online Banking at www.rslmoney.com.au
- Phone Banking on 1300 000 775
- Third Party Transfers
- BPAY
- Visa Debit Card

Please read these terms and conditions carefully; if you do not understand them please contact us. By accessing these EFT Services, you agree to be bound by the terms and conditions set out below. These terms and conditions operate in addition to any legal rights we have or you have.

Online Banking and Phone Banking

- 1. Introduction
- a) These terms and conditions apply to Online Banking, and Phone Banking. These are sometimes referred to as the Services in these terms and conditions.
- b) RSL Money will provide you with access to Online Banking using an Access Code when a completed application to use the Service is accepted and approved by us.
- c) You can use the Online Banking Service when your Member number and correct Access Code are keyed in.
- Access to Phone Banking is available to all Members on selection of your own four to six digit Telephone Access Code.
- Access to third party transfers is available via Online Banking and Phone Banking for all members, apart from joint accounts

where the signing authority has been set up to require more than one party to authorise transactions.

- Third party transfers to other financial institutions are only available via Online Banking.
- For third party transfers to other financial institutions, we may limit the value of the transactions that you may make on any one day. To increase this limit, contact the Member Contact Centre on 1300 000 775.
- Funds can be accessed by ATM or EFTPOS immediately after internal transfer between RSL Money accounts.
- f) We are not liable to you or any other person for and in relation to connection to the Internet. You must make your own provisions through an Internet Service Provider.
- g) We may cancel the use of an Access Method or withhold an Access Method at any time without notice if we believe that Access Method is being used in a way that may cause losses to you or us. We may vary the maximum or minimum amounts which you may withdraw from Electronic Equipment within any period of time.
- h) If you ask us to make a payment or transfer through Electronic Equipment, in most cases it will be treated as having been made –
 - on the same day, if you asked us to make a payment or transfer before our payment or transfer cut-off time on a business day; or
 - on the next business day, if you asked us to make a payment or transfer after our payment or transfer cut-off time or on a weekend or public holiday.

This does not include Telegraphic Transfers or International payments.

i) You can also schedule a payment or transfer (Online Banking only) - that is, you can advise us of a future date on which the payment is to be made. In those cases, the request is treated as having been made on the day or days nominated by you for the payment or transfer to be made. If any such day is a weekend or public holiday, the payment or transfer will be treated as having been made on the next business day. Once you have instructed us to make a scheduled payment or transfer, you can cancel this instruction in advance of the due date for payment or transfer. We will attempt each day for up to five business days to make the payment. Any such cancellation must be received before our payment or transfer cut-off time on the day the schedule is due, and must be made via Online Banking. Otherwise, we will process the payment or transfer as originally instructed by you.

2. Online Banking and Telephone Access Codes

a) Your relevant Access Code(s) must not relate to any readily accessible data such as your date of birth, or telephone number. Nor must they be an obvious combination of letters and numbers or one that can be easily guessed by someone else.

- b) RSL Money reserves the right to cancel any Access Code(s) at any time without notice.
- c) You may at any time request in writing that we withdraw access to any or all of these Services. You will remain responsible for any transactions made on your account(s) using these Services until the request has been received and processed by us. If access to these Services is a requirement for a particular Deeming Account and we become aware that you no longer have access to these Services, we may convert your account into another savings account that we choose. We will inform you prior to converting your account. Fees and charges may apply on the new account.

3. How to Keep Your Access Code(s) Safe

To guard against unauthorised use, it is important that you:

- keep secure and protect your record of Access Code(s);
- keep only one record of your Access Code(s);
- keep your record of your Access Code(s) and Member number separate and apart from each other;
- do not tell any unauthorised person your Access Code(s); and
- do not allow any unauthorised person to view or hear your Access Code(s).

4. What to do if Your Access Code(s) are Lost or Stolen

You must inform us as soon as possible if you become aware of unauthorised access to any of your Access Code(s) or of the loss or theft of a record of any of your Access Codes or if you suspect that any of your Access Codes have become known to someone else.

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

5. Checking Account Records

- You should check your account records carefully. If you believe a transaction is wrong or unauthorised you must inform us as soon as possible.
- b) If we find an error in your account we will promptly correct the error, adjust interest and charges to the account and advise you.
- c) If we do not agree that there is an error we will write to you as soon as possible giving you reasons for our decision.

6. Liability for Unauthorised Transactions

- a) This clause 6 deals with liability for EFT Transactions not authorised by the user.
- b) You have no liability for losses:
 - caused by fraudulent or negligent conduct of employees or agents of RSL Money, companies involved in networking arrangements, or Merchants;
 - relating to any component of the Access Code that is forged, faulty, expired, or cancelled;
 - from transactions that require use of the Access Code that occur before the user receives the Access Code (including a

reissued Access Code);

- caused by the same transaction being incorrectly debited more than once to the same account;
- from unauthorised transactions occurring after notification to us that the Access Code has been misused, that the security of the Access Code has been breached; or
- where it is clear that you have not contributed to such losses.
- c) If clause 6b) does not apply, you will be liable for losses resulting from unauthorised EFT Transactions only as provided in clauses 6d), 6e) and 6f).
- d) This clause 6d) applies if we can prove on the balance of probability that the user contributed to the losses through the user's fraud or the user's contravention of the requirements in clause 6g). You will be liable for the actual losses occurring before we are notified that the Access Code has been misused, lost or stolen or that the security of the Access Code has been breached.

However you will not be liable for any of the following amounts:

- that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit); or
- all losses incurred on any accounts which we had not agreed with you could be accessed using the Access Code.
- e) This clause 6e) applies if we can prove on the balance of probability that a user contributed to losses resulting from unauthorised transactions by the user unreasonably delaying notification after becoming aware of the misuse, loss or theft of the Access Code, or that the security of the Access Code has been breached. You will be liable for the actual losses occurring between when the user became aware (or should reasonably have become aware, in the case of a lost or stolen Access Code) and when we were actually notified. However, you will not be liable for any of the following amounts:
 - that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
 - that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
 - that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit); or
 - all losses incurred on any accounts which we had not agreed with you could be accessed using the Access Code.

- If clauses 6b), 6e) and 6f) do not apply, you will be liable for the lesser of:
 - \$150; or
 - the balance of those account(s) from which value was transferred in the unauthorized transactions and which we have agreed with you may be accessed using the Access Code; or
 - the actual loss at the time we are notified (where relevant) that the Access Code has been misused, lost or stolen or that the security of the Access Code has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s)).
- g) A user contravenes the requirements of this clause 6g) if:
 - the user voluntarily discloses the Access Code to anyone, including a family member or friend; or
 - where the Access Method also utilises a device, the user indicates the Access Code on the outside of the device, or keeps a record of the Access Code (without making any reasonable attempt to protect the security of the Access Code records) on the one article, or on several articles, carried with the device or liable to loss or theft simultaneously with the device; or
 - where the Access Method comprises an Access Code without a device, the user keeps a record of the Access Code (without making any reasonable attempt to protect the security of the Access Code records) on the one article, or on several articles so that they are liable to loss or theft simultaneously; or
 - where we permit the user to select or change an Access Code and, immediately before the user's selection or change of the Access Code, we specifically instruct the user not to select a numeric Access Code which represents the user's birth date or an alphabetical code which is a recognisable part of the user's name, and we warn the user of the consequences of such a selection, and the user nonetheless selects such a numeric or alphabetical Access Code; or
 - the user acts with extreme carelessness in failing to protect the security of the Access Code.

However, if we expressly authorise particular conduct by a user, that conduct by the user (within any applicable conditions we specify) is not a contravention of the above requirements.

- h) If facilities to notify unauthorised transactions are not available during particular periods, any losses occurring during these periods that were due to non-notification will be our liability, provided that notification is made to us within a reasonable time of the facility again becoming available.
- Despite clauses 6b) to 6h), your liability for an unauthorised EFT Transaction will not exceed your liability as provided in the ePayments Code, where the ePayments Code applies.

7. What Happens When You Use These Services?

- a) These Services are available for the enquiries and transactions specified by RSL Money from time to time.
- b) You will only be able to use these Services to access accounts when you are the account holder.
- c) Transactions made using these Services are also governed by the terms and conditions of the Accounts being used and these terms and conditions do not affect the terms and conditions applying to those various Accounts. In the event of a conflict between these terms and conditions and the terms and conditions of the relevant Account, the terms and conditions which apply to the relevant Account will prevail.
- d) We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us through these Services 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.
- e) Transactions made through electronic services may be processed at our option on the next available working day.
- RSL Money reserves the right to decline any transactions without being required to give any reason or advance notice to you.
- g) RSL Money is not liable for any loss or damage incurred by any person if a transaction is not effected or is delayed or is in error, for any reason.

8. What Should You Do If These Services Are Not Available?

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

We undertake to make all reasonable efforts to ensure that the Services are available to you during the hours specified by us from time to time but we are not liable to you or any other person for or in connection with:

- failure of these Services to perform in whole or in part, any function which we have specified they will perform;
- the unavailability of these Services to you in whole or in part because of the failure of the communication network, ancillary equipment or any circumstance beyond our reasonable control;
- delays or errors in the execution of any transactions because of the communication network, ancillary equipment or any circumstance beyond our reasonable control; or
- the supply and maintenance of any equipment necessary to access these services (e.g. personal computer and modem).

9. What Should You Do If You Think We Have Made a Mistake?

Contact us as soon as possible if you think:

• there has been a mistake in a transaction made through these Services; or

• information received through these Services is wrong.

If we dispute your claim but are unable to resolve the dispute immediately, we will indicate to you the time needed to investigate your claim. We will report to you as soon as possible and generally within 21 business days, giving you the reasons for our decision.

If we find an error in your account, we will promptly correct the error, adjust interest and charges to the account accordingly and advise you.

If we are unable to resolve a complaint within 45 days, we will:

- inform you of the reasons for the delay;
- provide you with monthly updates on the progress with the complaint; and
- specify a date when a decision can reasonably be expected; unless we are waiting for a response from you, and you have been advised that we require the response.

On completion of our investigation, we will write to you telling you of:

- the outcome of the investigation; and
- our reasons for the outcome including the provisions of the terms and conditions that we considered during our investigations.

If we conclude as a result of our investigations that your account has been incorrectly debited or credited, we will, where appropriate, adjust your account (including any interest and charges) and let you know in writing of the amount with which your account has been debited or credited.

If we find from our investigations that your account has been correctly debited or credited, or in the case of unauthorised transactions, that you are liable for the loss or part of the loss, we will give you copies of any document and/or other evidence on which we based our finding. If you are not satisfied with our decision, you may ask us to have our senior management review the matter.

10. What Should You Do If You Think You Have Made a Mistake?

If you tell us to make a payment or transfer and after we have made that payment or transfer you discover that:

- the amount you told us to pay or transfer was greater than the amount you needed to pay or transfer, then you must contact the recipient to obtain a refund;
- you made a mistake in telling us to make a payment or transfer to a particular account then you must contact us to investigate as a mistaken internet payment. You will not be able to make any claim upon us in this instance.

If you report a mistaken internet payment, RSL Money must investigate whether a mistaken internet payment has occurred.

If RSL Money is satisfied that a mistaken internet payment has occurred:

a) We will send the receiving ADI a request for the return of the funds, and

- b) The receiving ADI must within 5 business days:
 - Acknowledge the request by RSL Money for the return of funds, and
 - Advise RSL Money whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.

If we are not satisfied that a mistaken internet payment has occurred, we are not required to take any further action.

11. Can We Change These Conditions?

- a) We reserve the right to vary these terms and conditions.
- b) We will give you at least 30 days notice if any variation will:
 - impose or increase charges relating to your use of these services;
 - increase your liability for losses relating to transactions through these services;
 - adjust the transaction limits applying to your use of these services; or
 - indicate that your services or delivery systems for these services is to be discontinued or withdrawn.
- c) We will tell you of all other variations in advance through these services or notices.
- d) Our obligation to give you advance notice does not apply if variations are required in an emergency to restore or maintain the security of these services or any individual account held.
- e) RSL Money reserves the right to vary the types of services offered on these services.

12. Can We Add Further Services?

- a) We reserve the right to provide additional services.
- b) In the event of conflict between the terms and conditions of these services and the terms and conditions of a product yet to be offered by these services, the terms and conditions of the relevant product will prevail.

13. Statements of Account

- a) Unless clause 11d) applies we will provide you with a record of account activity on accounts to or from which EFT transactions can be made, every three months.
- b) We will provide you with a statement of account otherwise, on request. A charge for this service applies. Refer to the Schedule of Fees and Charges for current rates available online at www.rslmoney.com.au.

14. Conditions Binding

You accept these terms and conditions by using the Access Code(s). In turn, we undertake to keep to these terms and conditions once you have used the Access Code(s).

BPAY Terms and Conditions

These terms and conditions relate to our BPAY facility available via Online Banking at www.rslmoney.com.au or Phone on 1300 000 775.

Important: These terms and conditions will govern your access to BPAY. It is therefore important that you read these terms and conditions carefully before you use BPAY.

If you access BPAY then you will be taken to have read, understood and accepted these terms and conditions. Upon such use, these terms and conditions apply to every BPAY Payment on your Account and you will be legally bound by them.

1. Security Breaches

- We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
 - you become aware of any delays or mistakes in processing your BPAY Payment;
 - you did not authorise a BPAY Payment that has been made from your Account; or
 - you think that you have been fraudulently induced to make a BPAY payment.
- b) If you think that the security of your Access Method has been compromised you should notify us immediately and at any time by calling RSL Money on 1300 000 775, by fax to (02) 9240 4140 or via email at service@rsImoney.com.au.
- c) If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card.

2. Using BPAY

- a) We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- b) BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- c) Unless you are advised otherwise, you may use BPAY only to make payments from the nominated Account(s) which are linked with BPAY access.
- d) When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (e.g. your account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.
- e) You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 2d) or if any of the information you give us is inaccurate.

- f) We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made.
- g) If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.
- 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.
- 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.

3. Processing of BPAY Payments

- A BPAY Payment instruction is irrevocable. Except for futuredated payments (addressed in condition 4) you cannot stop a BPAY Payment. Once you have instructed us to make it, we cannot reverse it.
- b) We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- c) You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see clause 3g) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
- d) A BPAY Payment is treated as received by the Biller to whom it is directed:
 - on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and
 - otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.
- e) Notwithstanding this, a delay may occur processing a BPAY Payment if:
 - there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
 - you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day; or
 - a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

- f) If we are advised that your payment cannot be processed by a Biller, we will:
 - advise you of this;
 - credit your Account with the amount of the BPAY Payment; and
 - take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- g) You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:
 - the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
 - the amount you paid was less than the amount you 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.

4. Future-Dated Payments

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

- 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;
- if there are insufficient cleared funds, the BPAY Payment will not be made and you may be charged a dishonour fee. We will attempt each day for up to five business days to make the BPAY future dated payment, if it was made online;
- you are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly;
- you should contact us on 1300 000 775 if there are any problems with your future-dated payment; and
- you are responsible for cancelling a future-dated payment after you have given the direction but before the date for payment. Cancellation can only be made using Online Banking. You cannot stop the BPAY Payment on or after that date.

5. BPAY Transaction Limits

- a) We may limit the value of BPAY Payments you may make on any one day.
- b) If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions.
- c) We will advise you of all such transaction limits.

6. Refusing BPAY Payment Directions

You acknowledge and agree that:

• we may refuse for any reason to give effect to any direction

you give us in respect of a payment to be made via BPAY; and

 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.

7. Access Method Security Guidelines

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

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

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

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

The guidelines contained in this clause provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised BPAY Payments. Liability for such payments will be determined in accordance with clause 8 of these Terms and Conditions and the ePayments Code.

8. Your Liability for BPAY Payments

- You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
- b) If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.

- c) You are not liable for losses caused by unauthorised BPAY Payments:
 - where it is clear that you have not contributed to the loss;
 - that are caused by the fraudulent or negligent conduct of employees or agents of:
 - i. us;
 - any organisation involved in the provision of BPAY; orany Biller;
 - relating to a forged, faulty, expired or cancelled Access Method;
 - resulting from unauthorised use of the Access Method:
 - i. before you receive that Access Method; or
 - after you notify us in accordance with clause 1 that your Access Method has been misused, lost or stolen or used without your authorisation; or
 - that are caused by the same BPAY Payment being incorrectly debited more than once to your Account.
- d) You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
 - your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clauses 7; or

 unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

However, you will not be liable for:

- the portion of the loss that exceeds any applicable daily or periodic transaction limits;
- the portion of the loss on your Account which exceeds the balance of your Account; or
- all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.
- e) Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment and clause 8(d) does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
 - \$150;
 - the balance of your Account; or
 - the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).
- f) You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the BPAY terms and conditions or acted negligently or fraudulently under this agreement.
- g) If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.
- Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code.

9. Reversals and Chargebacks

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

10. Malfunction

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

In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result.

11. Consequential Damage

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

12. Resolving Errors on Account Statements

- a) All BPAY Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited.
- b) You should check all entries on your Account statements carefully.
- c) If you believe a BPAY transaction entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
 - your name, member number and card number (if any);
 - the date and amount of the BPAY transaction in question;
 - the date of the Account statement in which the payment in question first appeared; and
 - a brief and clear explanation of why you believe the payment is unauthorised or an error.
- d) If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.
- e) Within 21 days of receipt from you of the details of your complaint, we will do any of the following:
 - · advise you in writing of the results of our investigation; or
 - advise you in writing that we require further time to complete our investigation.
- f) We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

- g) When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these terms and conditions and the ePayments Code.
- h) If you are not satisfied with our decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, for instance, contact FOS. Refer to Page 2 Important Numbers for the contact details.
- If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- j) If we decide that you are liable for part or all of a loss arising out of an unauthorised BPAY Payment, we will:
 - give you copies of any documents or other evidence we relied upon in reaching this decision; and
 - advise you in writing whether or not there was any system malfunction at the time of the payment complained of.
- k) If we fail to observe these procedures or the requirements of the ePayments Code 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.

13. Transaction Recording

It is recommended that you record all receipt numbers issued in respect of BPAY Payments on 24 hour Phone Banking or Online Banking to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

14. Transaction and Other Fees

- a) We may charge fees (as disclosed in our Schedule of Fees and Charges) for:
 - issuing your Access Method or any additional or replacement Access Method;
 - using your Access Method;
 - any BPAY Payment;
 - giving you access to BPAY; or
 - any other service provided in relation to BPAY, including error corrections.
- b) We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.
- c) We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient funds in the relevant Account.

15. Changes to Terms and Conditions

a) We may change these terms and conditions and BPAY fees and charges from time to time.

- b) We will notify you in writing at least 30 days before the effective date of change if the change to the terms and conditions will:
 - introduce a new fee or charge; or
 - vary the method by which interest is calculated or the frequency with which it is debited or credited.
- c) We will notify you in writing at least 20 days before the effective date of change or such other longer period as may be required by law if the change to the terms and conditions will:
 - increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
 - increase your liability for losses;
 - impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY; or
 - make any changes to your Account(s) in respect of which the law requires that notice be given to you.

We will notify you by:

- · notices on or with periodic Account statements;
- notice in a member newsletter;
- direct written notice to you; or
- press advertisement in the national or local media.
- We will notify you of any other changes to these terms and conditions no later than the day the change takes effect, or such longer period as may be required by law, by:
 - notices on or with periodic Account statements;
 - notice in a member newsletter;
 - · direct written notice to you; or
 - press advertisement in the national or local media.
- e) We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations.
- f) Information on our current interest rates and fees and charges is available on request.
- g) If you do not wish your daily limit on transacted amounts via BPAY to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.
- h) BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these terms and conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these terms and conditions accordingly.

16. Cancellation of BPAY Access

- a) You may cancel your access to BPAY at any time by giving us written notice.
- b) We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these terms and conditions or the terms and conditions of your Account.

- c) We may cancel your access to BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.
- d) If, despite the cancellation of your access to BPAY, you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.
- e) Your access to BPAY will be terminated when:
 - we notify you that your Access Method or the Account with us has been cancelled;
 - you close the last of your Accounts with us which has BPAY access;
 - you cease to be our member; or
 - you alter the authorities governing the use of your Account or Accounts with BPAY access (unless we agree otherwise).

17. Privacy

- We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments.
- By using BPAY, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
 - Billers nominated by you;
 - BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
 - · Cuscal.
- c) You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 17(b).
- d) You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 17(b) by contacting them.
- If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment.

18. Miscellaneous

These terms and conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the terms and conditions to which that Account is subject. To the extent of any inconsistency between these BPAY terms and conditions and the terms applicable to any of your Accounts or Access Methods, these BPAY terms and conditions will prevail.

Visa Debit Card Conditions of Use

You should follow the guidelines in the box below to protect against unauthorised use of the Card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with clause 16 of these Terms and Conditions and the ePayments Code.

Guidelines for ensuring the security of the Card and Pin

- ▲ Sign the Card as soon as you receive it;
- ▲ Keep the Card in a safe place;
- ▲ If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name;
- Never write the PIN on the Card;
- Never write the PIN on anything which is kept with or near the Card;
- Never lend the Card to anybody;
- Never tell or show the PIN to another person;
- ▲ Use care to prevent anyone seeing the Card number and PIN being entered at Electronic Equipment;
- ▲ Immediately report the loss, theft or unauthorised use of the Card to RSL Money or to the Card Hotline;
- ▲ Keep a record of the Card number and the Card Hotline telephone number for your area with your usual list of emergency telephone numbers;
- ▲ Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Card has been used without your authority; and
- ▲ Immediately notify RSL Money of any change of contact details.

1. Introduction

These conditions of use govern use of the Card to access your Linked Account(s) at RSL Money. Each transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these conditions of use and the terms applicable to your Linked Account(s), these conditions of use shall prevail.

2. Signing the Card

- a) You agree to sign your Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your Card.
- b) You must ensure that your Nominee signs the Card issued to them immediately upon receiving it and before using it.

3. Protecting the Pin

- a) RSL Money will provide a PIN to use the Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the Card.
- b) You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- c) If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to RSL Money that the PIN has been misused or has become known to someone else.

- d) Do not record the PIN on the Card or keep a record of the PIN on anything which is kept with or near the Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.
- 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.
- f) You must not be extremely careless in failing to protect the security of the PIN. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

4. Using the Visa Debit Card

- a) The Visa Debit Card may only be used to perform transactions on your Linked Account(s). RSL Money will advise you of the accounts which you may link to the Visa Debit Card.
- b) RSL Money will debit your Linked Account(s) with the value of all transactions, including sales and cash advance vouchers arising from the use of the Visa Debit Card (including all mail or telephone orders placed by quoting the Visa Debit Card number) and all other EFT Transactions, or credit your Linked Account(s) with the value of all deposit transactions at EFT Terminals.
- c) RSL Money will advise you from time to time:
 - what EFT Transactions may be performed using the Visa Debit Card; and
 - what EFT Terminals of other financial institutions may be used.
- d) Transactions will not necessarily be processed to your Linked Account on the same Day.
- e) If the Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the Card.
- f) You can conduct Transactions up to AU\$35.00 without entering your PIN or signing as long as these Transactions are conducted face-to-face at a participating Merchant outlet. The Merchant must provide you with a receipt for the Transaction if you request.
- g) If you have been issued with a VISA Debit PayWave card which is identifiable by the PayWave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your VISA card against the

contactless reader. Payments using the PayWave functionality can only be made at a participating Merchant outlet and if your purchase is under AU\$100.00. If your purchase is equal to or over AU\$100.00, you will still need to sign or enter a PIN. The VISA and our security systems continue to protect you from unauthorised Transactions. The same conditions apply to your VISA Debit PayWave Transactions as your other VISA card Transactions.

5. Using the Visa Debit Card Outside Australia

- a) Use of the Visa Debit Card outside Australia must comply with any exchange control requirements.
- b) All transactions made overseas on the Visa Debit Card will be converted into Australian currency by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
- c) All transactions made overseas on the Visa Card are subject to a currency conversion fee. Please refer to our Schedule of Fees and Charges for the current fee. 2% of the value of the transaction is payable to Cuscal, the principal member of VISA Worldwide under which we can provide you with the card. The rest of the fee is payable to RSL Money. The amount of this currency conversion fee is subject to change from time to time and RSL Money will advise you in advance of any such change.
- d) Some overseas Merchants and EFT Terminals charge a surcharge for making an EFT Transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- e) Some overseas Merchants and EFT Terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.
- f) Before travelling overseas, you or your Nominee should consult RSL Money to obtain the Card Hotline number for your country of destination. You should use the Card Hotline if any of the circumstances described in clause 16 apply.
- g) A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

6. Withdrawal and Transaction Limits

- a) You agree that the Card will not be used to:
 - overdraw any of your Linked Account(s).
- b) If clause 7(a) is breached, RSL Money may:
 - · dishonour any payment instruction given; and
 - · charge you an administrative fee as advised to you from time

to time.

- c) RSL Money may at any time limit the amount of an EFT Transaction.
- d) You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

7. Authorisation

You acknowledge and agree that:

- a) RSL Money has the right to deny authorisation for any EFT Transaction for any reason; and
- B) RSL Money will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

8. Deposits at EFT Terminals

- Any deposit you make at an EFT Terminal will not be available for you to draw against until your deposit has been accepted by RSL Money.
- b) Cheques will not be available to draw against until cleared.
- c) Your deposit is accepted once RSL Money has verified it in the following way:
 - your deposit envelope will be opened in the presence of any two persons authorised by RSL Money;
 - should the amount you record differ from the amount counted in the envelope, RSL Money may correct your record to the amount counted;
 - RSL Money's count is conclusive in the absence of manifest error or fraud; and
 - RSL Money will notify you of any correction.
- d) If the amount recorded by the EFT Terminal as having been deposited should differ from the amount counted in the envelope by RSL Money, RSL Money will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.
- e) RSL Money is responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to RSL Money's verification of the amount you deposit).

9. Account Statements

- RSL Money will send you an account statement for the Linked Account at least every quarter for active accounts. You may request more frequent account statements.
- b) You may request a copy of your account statement at any time.
- RSL Money may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

10. Transaction Slips and Receipts

It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an EFT Transaction, as well as copies of all sales and cash advance vouchers, to assist in checking EFT Transactions against your statements.

11. Additional Cards

- a) You may authorise RSL Money, if it agrees, to issue an additional Card to your Nominee provided this person is over the age of 18 (unless RSL Money agrees to a younger age).
- b) You acknowledge that where you have more than one Linked Account, your Nominee will have access to all those Linked Accounts.
- c) You will be liable for all transactions carried out by your Nominee on the Card.
- d) RSL Money will give each Nominee a PIN.
- e) Your Nominee's use of the Card and PIN is governed by the conditions of use.
- f) You must ensure that each Nominee protects their Card and PIN in the same way as these conditions of use require you to protect your Card and PIN.

12. Renewal of the Card

- a) Unless you are in breach of these conditions of use or RSL Money deems otherwise for the security of the EFT System or individual accounts, RSL Money will automatically provide you and your Nominee with a replacement Card before the expiry date of the current Card or additional Card.
- b) If you do not wish to receive a replacement Card, either for yourself or for your Nominee, you must notify RSL Money before the expiration date of the current Card. You must give RSL Money reasonable time beforehand to arrange cancellation of the issue of a replacement Card.

13. Cancellation and Return of the Card

- a) The Card always remains the property of RSL Money.
- b) RSL Money can immediately cancel the Card and demand its return at any time for security reasons or if you breach these conditions of use or the terms and conditions of your Linked Accounts, including capture of the Card at any EFT Terminal.
- c) RSL Money may, at any time, cancel the Card for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- d) You may cancel your Card or any Card issued to your Nominee at any time by giving RSL Money written notice.
- e) If you or RSL Money cancel the Card issued to you, any Card issued to your Nominee(s) will also be cancelled.
- f) You will be liable for any transactions you or your Nominee make using the Card before the Card is cancelled but which

are not posted to your Linked Account until after cancellation of the Card.

- g) You must return your Card and any Card issued to your Nominee to RSL Money when:
 - RSL Money notifies you that it has cancelled the Card;
 - you close your Linked Account(s);
 - you cease to be a member of RSL Money;
 - you cancel your Card, any Card issued to your Nominee, or both; or
 - you alter the authorities governing the use of your Linked Account(s) unless RSL Money agrees otherwise.

14. Use After Cancellation or Expiry of the Card

- You must not use the Card or allow your Nominee to use the Card:
 - before the valid date or after the expiration date shown on the face of the Card; or
 - after the Card has been cancelled.
- b) You will continue to be liable to reimburse RSL Money for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) at RSL Money.

15. Your Liability in case the Card is Lost or stolen or in case of Unauthorised Use

- a) This clause 15 (except clause 15i)) applies to unauthorised EFT Transactions. An unauthorised EFT Transaction is an EFT Transaction that is not authorised by you or your Nominee.
- b) You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph c) below apply.
- c) You are not liable for losses:
 - where it is clear that you and your Nominee have not contributed to the loss;
 - that are caused by the fraudulent or negligent conduct of employees or agents of:
 - i. RSL Money;
 - ii. any organisation involved in the provision of the EFT System; or
 - iii. any Merchant;
 - relating to a forged, faulty, expired or cancelled Card or PIN;
 - caused by a forged, faulty, expired or cancelled Card, Identifier or PIN;
 - that are caused by the same transaction being incorrectly debited more than once to the same account;
 - arising from an unauthorised EFT Transaction that can be made using an Identifier without the Card or PIN;
 - arising from an unauthorised EFT Transaction that can be made using the Card, or the Card and an Identifier, but without the PIN, if you do not unreasonably delay reporting the loss or theft of the Card;
 - · in the case of a Visa Debit Card, that would exceed the

amount of your liability to RSL Money had RSL Money exercised its rights (if any) under the Visa Worldwide Rules and Regulations against other parties to those rules and regulations; or

- resulting from unauthorised use of the Card or PIN:
 - i. in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the Card;
 - ii. in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
 - iii. in either case, after notification to RSL Money in accordance with clause 16 that the Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
- d) You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the Card or PIN if the loss occurs before notification to RSL Money or the Card Hotline that the Card has been misused, lost or stolen or the PIN has become known to someone else and if RSL Money proves, on the balance of probabilities, that you or your Nominee contributed to the loss through:
 - fraud, failure to look after and keep the PIN secure in accordance with clauses 3b), c) and d), or extreme carelessness in failing to protect the security of the PIN; or
 - unreasonably delaying in notifying RSL Money or the Card Hotline of the misuse, loss or theft of the Card or of the PIN becoming known to someone else and the loss occurs between the time you or your Nominee did, or reasonably should have, become aware of these matters and the time of notification to RSL Money or the Card Hotline.
- e) However, you will not be liable for:
 - the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
 - the portion of the loss on any Linked Account which exceeds the balance of that Linked Account; or
 - all losses incurred on any account which you had not agreed with RSL Money could be accessed using the Card and PIN.
- f) If there is a dispute about whether you or your Nominee received a Card or PIN:
 - it is presumed that you or your Nominee (as applicable) did not receive it, unless we can prove that you or your Nominee (as applicable) did receive it;
 - we can prove that you or your Nominee (as applicable) did receive it by obtaining an acknowledgment of receipt from you or your Nominee (as applicable); and
 - we may not rely on proof of delivery to the correct mailing address or electronic address of you or your Nominee (as applicable) to prove that you or your Nominee (as applicable) did receive it.
- g) Where a PIN was required to perform the unauthorised transaction and clause 15c) does not apply, your liability for any loss of funds arising from an unauthorised transaction using the Card, if the loss occurs before notification to RSL Money or the

Card Hotline that the Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:

- \$150;
- the actual loss at the time of notification to RSL Money or the Card Hotline of the misuse, loss or theft of the Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Card or your Linked Account); or
- the balance of your Linked Account.
- h) If you or your Nominee reports an unauthorised EFT Transaction, we will not hold you liable for losses under this clause 16 for an amount greater than your liability if we exercised any rights under the rules of the VISA card scheme at the time the report was made, against other parties to the scheme (for example, chargeback rights).
- i) For a Transaction that is not an unauthorised EFT Transaction, if the Card or PIN is used without authority, you are liable for that use before notification to us or the VISA Card Hotline of the unauthorised use, up to your current daily withdrawal limit, less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the VISA card scheme against other parties to that scheme.
- j) If, in cases not involving EFT Transactions, the Card or PIN are used without authority, you are liable for that use before notification to RSL Money or the Card Hotline of the unauthorised use, up to your current daily withdrawal limit.
- Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
- You are liable for losses arising from unauthorised EFT Transactions that occur because you or your Nominee contributed to losses by leaving a Card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

16. How to Report Loss, Theft or Unauthorised Use of the Card or Pin

- a) If you or your Nominee believe the Card has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact RSL Money (if during business hours) or the Card Hotline at any time on its emergency number, refer to Page 2 Important Numbers for the contact details.
- b) The Card Hotline or RSL Money will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting RSL Money or the Card Hotline.
- c) When contacting the Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at RSL Money's office.

- d) The Card Hotline is available 24 hours a day, 7 days a week.
- e) If the Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to RSL Money as soon as possible during business hours. RSL Money will be liable for any losses arising because the Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to RSL Money as soon as possible during business hours.
- f) If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you or your Nominee must (in the case of the Visa Debit Card) notify an organisation displaying the Visa sign, and then confirm the loss, theft or misuse of the Card:
 - with RSL Money by telephone or priority paid mail as soon as possible; or
 - by telephoning the Card Hotline number for the country you are in, which you must obtain from RSL Money prior to your departure in accordance with clause 5 f) of these conditions of use.

17. Steps You Must Take to Resolve Errors or Disputed EFT Transactions

- a) If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify RSL Money. Later, but as soon as you can, you must give RSL Money the following information:
 - your name, account number and Card number;
 - the error or the transaction you are unsure about;
 - a copy of the periodical statement in which the unauthorised transaction or error first appeared;
 - an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error, and
 - the dollar amount of the suspected error.

If your complaint concerns the authorisation of a transaction, RSL Money may ask you or your Nominee to provide further information.

- b) RSL Money will investigate your complaint, and if it is unable to settle your complaint immediately to your and its satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c) Within 21 days of receipt from you of the details of your complaint RSL Money will:
 - complete its investigation and advise you in writing of the results of its investigation; or
 - advise you in writing that it requires further time to complete its investigation.

RSL Money will complete its investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.

d) If RSL Money is unable to resolve your complaint within 45 days, it will let you know the reasons for the delay and provide you

with monthly updates on the progress of the investigation and its likely resolution date, except where RSL Money is waiting for a response from you and you have been advised that RSL Money requires such a response.

- e) If RSL Money finds that an error was made, it will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- f) When RSL Money advises you of the outcome of its investigations, it will notify you in writing of the reasons for its decision by reference to these terms and conditions and the ePayments Code and advise you of any adjustments it has made to your Linked Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution centre, which is FOS.
- g) If RSL Money decides that you are liable for all or any part of a loss arising out of unauthorised use of the Card or PIN, it will:
 - give you copies of any documents or other evidence it relied upon; and
 - advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- h) If we decide to resolve a complaint about the VISA card by exercising our rights under the rules of the VISA card scheme, then different timeframes may apply for resolution of the complaint. We will inform you of the relevant timeframes and when you can reasonably expect a decision.

18. Transaction and Other Fees

- RSL Money will advise you whether there is an applicable fee, and the amount of such a fee, for transactions including but not limited to:
 - Any Transactions;
 - issuing the Card or additional or replacement Cards;
 - using the Card;
 - issuing the PIN or any additional or replacement PIN's;
 - using the PIN;
 - · issuing account statements; or
 - any other service provided in relation to the Card.

Refer to the current Schedule of Fees and Charges for further details.

- BSL Money will also advise you whether it will debit any of your Linked Accounts with Government charges, duties or taxes arising out of any transaction.
- c) You may be charged an annual fee for use of a card. The fees and charges payable in respect of the Card are set out in the Schedule of Fees and Charges.
- d) You may be charged an ATM withdrawal fee that is directly charged by the ATM operator and debited directly from your account. You should carefully read notices displayed at ATMs

as they may contain information about the possible imposition of fees by ATM operators.

19. Exclusions of Warranties and Representations

- a) RSL Money does not warrant that Merchants displaying Visa signs or promotional material will accept the Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- b) RSL Money does not accept any responsibility should a Merchant, bank or other institution displaying Visa signs or promotional material, refuse to accept or honour the Card. RSL Money does not warrant that EFT Terminals displaying Visa signs or promotional material will accept the Card.
- c) RSL Money is not responsible for any defects in the goods and services acquired by you through the use of the Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.
- d) Where you have authorised a Merchant to transact on the account by providing your Card number or used your Card to make a purchase, you may be entitled to reverse (chargeback) the Transaction where you have a dispute with the Merchant. For example you may be entitled to reverse a Transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.
- e) Please note we are not able to reverse (chargeback) direct debit Transactions set up using your default deposit account number and branch number (BSB).
- f) To avoid losing any rights you may have for Transactions other than unauthorised Transactions you should:
 - tell us within 30 days after the date of the statement which shows the Transaction; and
 - provide us with any information we ask for to support your request.

20. Malfunction

- a) You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.
- b) If an EFT Terminal malfunctions and you or your Nominee should have been aware that the EFT Terminal was unavailable for use or malfunctioning, RSL Money will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

21. Regular Payment Arrangement

- a) You should maintain a record of any regular payment arrangement that you have entered into with a Merchant.
- b) To change or cancel any regular payment arrangement you should contact the Merchant at least 15 days prior to the next scheduled payment. If possible you should retain a copy of

this change/cancellation request. Should the Merchant fail to act in accordance with your instructions to change or cancel a regular payment arrangement, you may make a complaint to us in accordance with clause 17.

- c) Should your Card details be changed (for example if your Card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the merchant may stop providing the goods and/or services.
- d) Should your Card be cancelled for any reason, or should your Card expire, you should immediately contact the Merchant to change or cancel your regular payment arrangement, as the Merchant may stop providing the goods and/or services.

22. Changes to Conditions of Use

- RSL Money reserves the right to change these conditions of use from time to time, for one or more of the following reasons:
 - to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
 - to reflect any decision of a court, ombudsman or regulator;
 - to reflect a change in our systems or procedures, including for security reasons;
 - as a result of changed circumstances (including by adding benefits or new features);
 - to respond proportionately to changes in the cost of providing the VISA card; or
 - to make them clearer.
- b) RSL Money will notify you in writing at least 30 days before the effective date of change if it will:
 - impose or increase any fees or charges for the Card;
 - increase your liability for losses; or
 - impose, remove or adjust daily or other periodic transaction limits applying to the use of the Card, PIN, your Linked Account(s) or Electronic Equipment.
- c) RSL Money will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- d) RSL Money is not obliged to give you advance notice if an immediate change to the conditions of use is deemed necessary for the security of the EFT System or individual accounts.
- e) To the extent permitted by law, we are not required to give you advance notice of:
 - a reduction or cancellation of daily VISA card limits for Electronic Transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking; or
 - other changes to the Conditions of Use,

where these changes are required to immediately restore or maintain the security of a system or individual accounts.

f) When the Card is used after notification of any such changes, you accept those changes and use of the Card shall be subject to those changes.

PART E - VERIFIED BY VISA

Important:

The Verified by Visa service is designed to provide you with improved security when your Visa card is used to make a purchase online.

These Conditions of Use govern the Verified by Visa service and form the agreement between you and us regarding the use of the service.

1. Accepting these Conditions of Use

- By completing or attempting to complete a Verified by Visa transaction, you are deemed to accept these Conditions of Use.
- b) You agree to be bound by these Conditions of Use each time you use Verified by Visa.

2. Definitions

In these Conditions of Use:

"account" means your Visa card account.

"account holder" means the person or persons in whose name the account is held.

"additional cardholder" means a person other than the account holder who has been nominated by an account holder to operate the account by use of a Visa card.

"participating online merchant" means a retailer or merchant who offers goods or services for sale online, who is a participant in Verified by Visa.

"we", "us" or "our" refers to RSL Money

"you", "your" or "yours" means an account holder (or an additional cardholder), as relevant, who makes an online transaction using Verified by Visa.

"Visa card" means the Visa debit card issued to you or an additional cardholder by RSL Money.

3. Application of Conditions of Use

These Conditions of Use apply to the Verified by Visa service and the Verified by Visa transactions conducted on your account. In addition to these Conditions of Use, all other terms and conditions that apply to your Visa card and account ("Account Terms") still apply. If there is any inconsistency between these Conditions of Use and your Account Terms, your Account Terms will apply to the extent of the inconsistency.

- 4. Guidelines for Maintaining the Security of your Visa Card
- a) Never lend your Visa card to anybody.
- b) Use care to prevent anyone seeing the Visa card details being entered at the time of authentication.
- c) Immediately report unauthorised use of the Visa card to RSL Money.
- d) You should examine periodical statements of your account immediately upon receiving them to identify and report, as soon as possible, any instances where the Visa card has been used without your authority.

5. Using the Verified by Visa Service

- a) You may use Verified by Visa to make purchases online. However, the Verified by Visa Service may only be available in connection with participating online merchants.
- b) When making an online purchase or other transaction for which Verified by Visa applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
- c) If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa card or payment for that transaction and you may be unable to complete an online transaction using your Visa card.
- d) In order to use Verified by Visa, you must have the equipment and software necessary to make a connection to the Internet.
- In the event you have a question regarding the authentication process or a transaction using your Visa card, you should contact us.

6. Additional Cardholders

- Subject to the account terms and conditions, you will be liable for all transactions conducted on your account which are undertaken by an additional cardholder.
- Additional cardholders may use the Verified by Visa service, but may be required to confirm their identity using the primary account holders' details.

7. Privacy

- We (or our nominated service provider) may collect personal information about you for the purposes of providing the Verified by Visa service to you.
- b) You authorise us to disclose personal information to others in order to execute your instructions including, but not limited to, conducting the Verified by Visa service and investigating disputes or allegations of unauthorised transactions, or if it is required by law.

c) For more details of how your personal information is handled, please refer to section 4 on page 48.

8. Termination of Verified by Visa

We may discontinue, terminate or suspend (permanently or temporarily) the Verified by Visa service, or any part of the Verified by Visa service, without giving you prior notice. We may also change any aspect or functionality of the Verified by Visa service at any time without giving you prior notice.

9. Participating Online Merchant

- a) You will know that an online merchant is a participating online merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online transaction with that merchant.
- b) We do not endorse or recommend in any way any participating online merchant.
- c) Your correspondence or business dealings with, or participation in promotions of, online stores through Verified by Visa, including payment for and delivery of related goods or services not purchased via Verified by Visa, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

10. Exclusion of Liabilities

- a) Subject to any warranty which is imported into these Conditions of Use by law and which cannot be excluded, the Verified by Visa service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- b) We will not be liable for any damages whatsoever arising out of or in relation to:
 - your use of or access to (or inability to use or access) the Verified by Visa services; or
 - any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission of a transaction.
- c) If you are dissatisfied with any aspect of the Verified by Visa service, your sole and exclusive remedy is to terminate participation in the Verified by Visa transaction or service, as provided in these Conditions of Use.

11. Your Conduct

- a) Whilst using the Verified by Visa service and RSL Money's Online Banking services, you agree not to:
 - impersonate any person or entity using the Verified by Visa authentication process;
 - upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Verified by Visa service or by us;
 - spam or flood our Online Banking service and the Verified by Visa service;
 - modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa service;
 - remove any copyright, trademark, or other proprietary rights notices contained in the Verified by Visa service;
 - "frame" or "mirror" any part of the Verified by Visa service without our prior written authorisation;
 - use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa service;
 - otherwise interfere with, or disrupt the Verified by Visa service or our Online banking services or servers or networks connected to us or the Verified by Visa service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Verified by Visa service; or
 - intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Verified by Visa service.

12. Your Liability

- a) Your liability for unauthorised transactions is governed by your Account Terms.
- b) If you breach these Conditions of Use, this may affect your liability for unauthorised transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.
- c) If you suspect that your Visa card details have become known to someone else or there is a security concern, you must immediately notify us of such security concern. If you delay in notifying us of the security concern after you knew or ought to have known of the security concern, you may be in breach of these Conditions of Use and you may be liable for all transactions on the Visa card until notification occurs.
- d) For further details as to reporting a breach of card details, refer to your Account Terms.

13. Errors

If you believe a Verified by Visa transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us immediately.

14. Changes to Conditions of Use

We can change these Conditions of Use at any time, and where we are required to do so under any law, we will notify you of these changes.

For website and online banking

Visit www.rslmoney.com.au

All enquiries and 24 hour phone banking

1300 000 775

Po Box address

PO Box H151 Australia Square NSW 1215

Email us at

service@rslmoney.com.au