Terms and Conditions

Cairns Bank
est. 1899

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1 Introduction

1.1 Definitions

1.1.1 In this document 'we', 'us', 'our(s)', 'Cairns Bank' or 'your Financial Institution' refers to Cairns Penny Savings & Loans Limited ABN 68 087 933 757 AFSL/Australian Credit Licence 244324 T/A Cairns Bank and 'you' or 'your(s)' refers to you the Member(s) or Accountholders(s). Any other grammatical form of the word "you" has a corresponding meaning.

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

1.1.3 Batch Entry - a method of making **BPAY®** Payments to one or more billers by you compiling and transmitting a computer file to us which contains payer directions.

1.1.4 For the purpose of these Terms and Conditions, 'day' means a 24-hour period commencing at midnight Eastern Standard Time or Eastern Summer Time in Sydney.

1.1.5 A reference to:

- One gender includes the other gender; and
- The singular includes the plural and the plural includes the singular.

1.1.6 A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.

1.1.7 Where we refer to $, or "dollars', we mean Australian Dollars.

1.1.8 Payment Cut Off Time - with respect to **BPAY** payments, the time specified in clause 10.10 for that day.

1.1.9 "Correspondent Institutions" means any correspondent, intermediary or beneficiary bank(s) and/or company(s) that facilitates the sending or payment of a Telegraphic Transfer.

1.1.10 “Foreign Exchange Contract” means a legally binding agreement between you and us to exchange Australian dollars for foreign currency in order to send a Telegraphic Transfer.

1.1.11 “Telegraphic Transfer Instruction” means a communication that:

(i) includes the information required by us to give effect to a Telegraphic Transfer;

(ii) is received by Us in writing, by facsimile, email or such other means as are agreed from time to time by us; and

(iii) We believe in good faith to have been given by you.

1.1.12 “Telegraphic Transfer Payee” means a third party who you instruct us to deliver payment to by Telegraphic Transfer.

1.1.13 “Telegraphic Transfer” means an electronic payment sent through SWIFT, ACH or other similar electronic payments network to credit funds to a Telegraphic Transfer Payee’s bank account in a specified currency.

1.1.14 Additional information and terms and conditions on all accounts, additional services and account operation are available on request from our Branch or by calling direct on (07) 4047 6900.

1.2 Change of Name or Address

1.2.1 You must tell us as soon as there is a change to your name or address. If you change your address and don't tell us, we can still give notice to you by writing to the address last recorded with us.

1.3 Privacy

1.3.1 At Cairns Bank we acknowledge the importance of your privacy and the safeguarding of your personal information along with maintaining your trust in the credibility and ability of our systems and staff to satisfy these important mutual needs.

1.3.2 Full details of our approach to privacy are set out in our booklet Australian Privacy Principles Privacy Policy – A Guide for Members a copy of which is available on our website at www.cairnsbank.com.au or by contacting us.

1.4 Complaints

1.4.1 Cairns Bank places great importance on service and customer satisfaction. We encourage you to talk to us about any concerns you may have.

1.4.2 If you have a complaint, contact the General Manager on (07) 4047 6900.

1.4.3 If you need further assistance, you can use our internal dispute resolution service; see our Financial Services Guide for details.

1.4.4 Should we be unable to resolve the matter to your satisfaction, we also belong to the Australian Financial Complaints Authority ("AFCA") and they may be contacted by telephone on 1800 931 678 (local call rate within Australia).

1.4.5 This way, if we cannot resolve your dispute with us, you can have the matter determined independently by the AFCA.

2 Governing Law

2.1.1 These Terms and Conditions and the transactions referred to herein shall be governed by and construed in accordance with the laws of the State of Queensland, Australia, and each party submits to the respective jurisdictions (including, where applicable, the non-exclusive jurisdictions) of the courts or tribunals of the State of Queensland, Australia. Any proceedings in respect of any cause of action arising under these Terms and Conditions shall be instituted, heard and determined in a court of competent jurisdiction in the State of Queensland, Australia.

3 Membership

3.1.1 When you apply to become a member of Cairns Bank you must complete a membership application form, complete an account form, and purchase ten (10) Redeemable Preference Shares in the company at an issue price of ten (10) cents each.

3.1.2 Individuals under the age of 18 do not need to purchase shares to become a member.

3.1.3 If and when you wish to close your account(s) with Cairns Bank we will repurchase your shares at the issue price of ten (10) cents each.

4 Savings/Transaction Accounts

Following are the Terms and Conditions of the Savings/Transaction Accounts.

4.1 Introduction

You should carefully read these Terms and Conditions for your:

- S2 Savings Investment Account (no longer offered as new accounts)
- S3 Home Loan Offset Account
- S4 Personal Cheque Account (no longer offered as new accounts)
- S5 Pensioner Account
- S6 Christmas Saver
- S7 Online Saver Account
- S8 Business Account
- S16 Kids Saver Account
- S21 Everyday Account
- S30 Unsecured Overdraft

4.2 Account Opening

4.2.1 You must complete an application form and account operation instructions to establish a savings account.

4.2.2 An account will be opened in the same name as that of the account application form.

4.2.3 When you open an account, although not a requirement, you may decide to quote your Tax File Number (TFN) to avoid having withholding tax taken out of your interest payments.

4.2.4 Up to a maximum of eight Home Loan Offset Accounts are allowed per member. All Accountholders on a Home Loan Offset Account must be borrowers on the loan, but all borrowers are not required to be Accountholders on that Home Loan Offset Account. Aggregated balance limits may apply depending on the loan product/s selected.

4.2.5 The following persons can own a Pensioner Account(s):

- Recipients of Age and Disability Pensions

4.2.6 Proof of the above criteria will need to be sighted when opening a Pensioner Account.

4.2.7 The following persons can own a Kids Saver Account

- Members aged under 18

4.2.8 Only one Kids Saver Account is allowed per member

4.3 Cairns Bank's Discretion

4.3.1 We may refuse to accept any application to open a savings/transaction account and may set maximum and minimum amounts for savings/transaction account deposits and term investments.

4.3.2 We reserve the right to decline, restrict, or impose additional conditions on accounts or transactions that involve, are connected to, or arise from cryptocurrency or digital asset trading, exchanges, or related activities. We may also refuse to process or accept funds that we reasonably believe originate from, or are intended for, cryptocurrency-related transactions or entities.

4.4 Additional Information Available

4.4.1 General descriptive information on the operation of your account(s) is available on request. Information on current interest rates and fees and charges is available on request from us, and also available in our current Fees and Charges and Interest Rates brochures.

4.5 Account Statements

4.5.1 Account statements are sent semi-annually as at the end of June and December. If you have specifically requested, statements are sent monthly. Duplicate statements can be requested at any time, however a fee may apply (refer to our current Fees and Charges brochures).

4.5.2 You agree to notify us without delay of any change of address or any errors or unauthorised transactions on your statement.

4.5.3 If you are a joint Accountholder of the same savings account, we will only send one statement of account to that address.

4.5.4 These account statements shall provide confirmation of the transactions that have occurred on your account. We encourage you to maintain accurate knowledge of your account balance by reference to your passbook or your statement.

4.6 Minimum Deposits and Balances

4.6.1 Accountholders are required to become members and purchase shares ($1)

4.6.2 A minimum opening balance of $100 is required for accounts with Visa Debit card access.

4.6.3 A minimum deposit of $1,000 is required to open a Term Investment Account. .

4.7 Cheque Deposits

4.7.1 Cheques deposited to your account(s) will be credited conditionally. Amounts credited will be debited back to your account if the cheque is not met (dishonoured by the paying bank). Funds may not be available until we have been advised that the cheque has been cleared. If a cheque deposited is refused payment by the paying bank, we may charge a fee (see our current Fees and Charges brochures).

4.7.2 All cheques for deposit can only be accepted if it is in the name of the Accountholder, unless endorsement by payee to the Accountholder is evident on the reverse side of the

cheque and we are satisfied with the evidence of the identity of the endorser.

4.7.3 A cheque will not be accepted if it is 'stale,' that is when the date of the cheque is more than 15 months past.

4.7.4 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.

4.8 Account Withdrawal and Access Limits

4.8.1 Withdrawals are available at call on your S2 Savings Investment Account, S3 Home Loan Offset Account, S4 Personal Cheque Account, S5 Pensioner Account(s), S7 Online Saver Account, S8 Business Account, S16 Kids Saver Account and S21 Everyday Account.

4.8.2 S6 Christmas Saver Account withdrawals are normally not permitted during the year. Funds are available to be withdrawn from 1st November until 31st December each year. We may allow early withdrawals at our absolute discretion, for example, in cases of hardship. Fees and charges may apply. Please refer to our Fees and Charges brochure.

4.8.3 Withdrawals on S7 Internet Access accounts are restricted to transfers (by Internet Banking) to a nominated Cairns Bank transaction account.

4.8.4 On S16 Kids Saver accounts, withdrawals can only be done over the counter at our branch.

4.8.5 You may withdraw up to a maximum of $2,000 cash per day at the Cairns Bank branch. Cash withdrawals require written authorisation from the Accountholder. If you require a larger amount you must give 24 hours advance notice (verbal or written) to the Branch.

4.8.6 For security purposes, we reserve the right to limit cash withdrawals to amounts deemed reasonable by Cairns Bank. We may choose to provide one of our corporate cheques for amounts above $2,000.

4.8.7 Written authorisation is required from the Member for a third

party to conduct a cash/cheque withdrawal at the Cairns Bank Branch, and identification may be required from the third party.

4.9 Interest Calculation/Payment Method

4.9.1 S2 Savings Investment Account (no longer offered as new accounts):

We will calculate the interest on the daily balance of your account and pay it to your account annually at the end of June.

4.9.2 S3 Home Loan Offset Account:

We will calculate interest on the daily balance of your account/s up to the balance of the nominated loan account/s. Interest is offset to the nominated loan account/s monthly at the end of each month.

4.9.3 S6 Christmas Saver Account:

We will calculate interest on the daily balance of your account and pay it to your account annually at the end of October. Interest is paid on balances of up to $10,000 only. Only one Christmas Saver Account is allowed per member

4.9.4 S4 Personal Cheque Account (no longer offered as new accounts):

We will calculate interest on the daily balance of your account and pay it to your account quarterly at the end of March, June, September and December.

4.9.5 S5 Pensioner Account:

We will calculate the interest on the daily balance of your account and pay it to your account annually at the end of June.

4.9.6 S7 Online Saver Account:

We will calculate interest on the daily balance of your account and pay it to your account monthly at the end of each month.

4.9.7 S8 Business Account:

We will calculate interest on the daily balance of your account and pay it to your account monthly at the end of each month.

4.9.8 S16 Kids Saver Account:

We will calculate interest on the daily balance of your account and

pay it to your account monthly at the end of each month.

4.9.9 S21 Everyday Account:

We will calculate interest on the daily balance of your account and pay it to your account quarterly at the end of March, June, September and December.

4.9.10 S30 Unsecured Overdraft

We will calculate interest on the daily balance of your account and pay it to your account monthly at the end of each month.

The daily interest rate is the relevant annual rate divided by the number of whole days in the year.

4.10 Variations

4.10.1 We may change the interest rate, method of interest calculation, the frequency of interest payment, fees and charges applicable to the product or service, and other terms and conditions which apply to your savings accounts. If we do so, we will notify you:

(a) At least 20 days before we introduce a new fee or charge, increase a fee or charge, reduce the number of fee-free transactions permitted on an account, vary the method by which interest on your account is calculated, or vary the circumstances when interest is credited or debited to your account.

(b) No later than the day we change other terms and conditions which increase your obligations or reduce rates.

(c) In our next contact with you after increasing interest rates, or otherwise reducing your obligations.

4.10.2 We may notify you by email, short message service (SMS), website, personal letter, advertisement, newsletter, or account statement. You will be deemed to have received notice on the day on which the email or SMS is sent or website is updated, or on the date the letter, newsletter or account statement would have been delivered in the ordinary course of the post.

4.11 Tiered Interest Rates

4.11.1 Tiered interest is based on a number of set Dollar ranges each having an applicable interest rate. When the credit balance exceeds these set levels the interest rate for that tier will apply to the whole account balance.

4.11.2 Tiered interest rates apply to existing S2 Savings Investment accounts, S7 Online Saver accounts, S8 Business accounts, and S21 Everyday accounts

4.12 Stepped Interest Rates

4.12.1 Stepped interest is based on a number of set Dollar ranges, each having an applicable interest rate. You are paid interest for that part of your account balance that falls within each range, at the rate applicable to that range.

4.12.2 Stepped interest rates apply to S16 Kids Saver accounts and S5 Pensioner accounts.

4.13 Offset Interest

4.13.1 When you have an S3 Home Loan Offset Account and a home loan and they are linked, the daily interest charges which would otherwise be charged on your home loan will be calculated by deducting the credit balance of the S3 Account from the unpaid balance of your home loan.

4.13.2 No interest is earned on the Account even if the credit balance of the Account exceeds the unpaid balance of your home loan. Aggregated balance limits may apply depending on the loan product/s selected.

4.13.3 Details are available in our Banking and Savings brochure.

4.14 Fees and Charges

4.14.1 No account keeping fees ordinarily apply to your savings account.

4.14.2 Transaction fees apply to all S21 Everyday accounts, S30 Unsecured Overdraft and S8 Business accounts. Transaction fees also apply to S3 Home Loan Offset accounts, except where those accounts are part of a package loan, and S5 Pensioner accounts opened since 19 March 2007 or those opened before this date and since enabled for internet

banking, Visa debit card or member cheque facilities.

4.14.3 Please see our current Fees and Charges brochures for details. Our Fees and Charges will change from time to time. Current Fees and Charges brochures will be available from our branch and website. We will comply with relevant financial services laws and provide you with notice of a change.

4.15 Government Charges

4.15.1 We will debit your account for Government charges we incur. We will notify you of the introduction or variation of a Government charge payable directly or indirectly by you, in writing, unless it is publicised by a Government agency or representative body.

4.16 Tax Implications

4.16.1 Interest earned on your savings accounts must be declared for income tax purposes.

4.16.2 If you do not provide us with your tax file number, we may be obliged to deduct tax from your interest earned at the highest personal income tax rate.

4.17 Overdrawn Accounts

4.17.1 We do not agree to provide any credit in relation to your account. You agree not to overdraw your savings account unless you have an Overdraft facility. You may apply for an Overdraft facility which will be subject to the Terms and Conditions of an Overdraft credit contract.

4.18 Account Combination

4.18.1 We may appropriate the credit balance and/or shares held against any of your savings accounts towards repayment of a debt that you might owe us on a savings account. We will notify you promptly after doing so.

4.19 Account Closure

4.19.1 You may request that we close your account at any time by giving us written instructions.

4.19.2 We do not have to close your account if you have not returned

your member cheque book or card attached to your account, if there are unpresented member cheques which have been drawn on the account or if the account is overdrawn.

4.19.3 If and when you wish to close your account/s with us your shares (10 @ 10 cents = $1) will be repurchased and the amount of $1, will be refunded to you.

4.19.4 We can close your account if you have breached the terms and conditions applying to your account, acted in a threatening or abusive manner towards our staff, or the law says we can or must. We may also close your account where it has a nil balance and has had no member generated transactions on it for a period of more than 15 months.

4.19.1 Where we make the decision to close your account, we will act with honesty, integrity, and fairness and balance your needs with the Bank's obligations. We will also convey our reasons to you in a timely manner. If appropriate, we will give you at least 14 days' advance notice before closing your account when the Terms and Conditions of the account permit us to do so (i.e. where you have not sought to close the account yourself). We will notify you at the last valid address you have given us (e.g. street address or email address), or by other legally permissible means.

4.20 Direct Credit Reversal

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

4.21 Joint Accounts Operation

4.21.1 The credit balance of a joint account is held jointly by all Accountholders. Each Accountholder has the right to all of the balance(s), jointly, with the other Accountholders.

4.21.2 If a joint Accountholder dies, the remaining Accountholder holds the credit balance and if more than one, those remaining Accountholders hold the credit balance jointly.

4.21.3 A joint Accountholder may only make a withdrawal on the terms of any authority to operate on the account. If there is

any dispute notified to us between joint Accountholders, we may decide to only permit operation on the account when all parties have signed the necessary authority.

4.21.4 Each joint Accountholder is liable for the whole of any debit balance on an account. We can sue all or any Accountholder(s) for an amount owing on the account.

4.21.5 We may accept a cheque into a joint account which is payable to any one or more of the joint Accountholders.

4.22 Authority to Operate

4.22.1 You may nominate a person to operate on your account by completing an "Authority to Operate" form, available at our Branch.

4.22.2 By signing and completing an Authority to Operate you instruct us to allow a person to be authorised to operate on your account and to conduct any transactions on the account, including:

- Cancelling cheques;
- Making withdrawals;
- Authorising periodical payments and direct debits;
- Using electronic and other access to your account; and
- Closing the account.

4.22.3 The Authority to Operate will state the method of operation for the account. This may be:

- Any Accountholder or signatory to sign (i.e. operate); or
- Another method which you specify and which is acceptable to us.

4.22.4 An Authority to Operate 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 Accountholders. We may require a new Authority to Operate before we allow further operation on the account.

Disputes

4.22.5 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.

Identity

4.22.6 We will not allow a person to operate 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 2006* and any other identification procedures we require.

Liability

4.22.7 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 statute or the ePayments Code.

4.22.8 We are not liable for any loss or damage caused by any delay in processing a cancellation of any Authority to Operate.

4.23 Payment Services

4.23.1 A Direct Debit or Periodical Payment service may be established on your S2 Savings Investment Account, S3 Home Loan Offset Account, S4 Personal Cheque Account, S5 Pensioner Account, S8 Business Account, S21 Everyday Account(s) and S30 Unsecured Overdraft Account. 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. A Periodical Payment is a transfer of funds at your request from your account to a specified account on a certain date on a regular basis.

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

4.23.3 **Overdrawn Accounts -** It is your responsibility to maintain sufficient clear funds in your account to enable any Direct

Debits or Periodical Payments you have authorized to process as they are scheduled. If the amount of the Direct Debit or Periodical Payment exceeds the Available Balance on your account, we may refuse to pay the Direct Debit or Periodical Payment. In such an event, we will advise you in writing, by ordinary prepaid post, email, or short message service (SMS) as soon as practicable of failed Direct Debits, but will incur no liability for failure to do so. We may impose a fee for such dishonours. Refer to our current Fees and Charges brochures. The Available Balance includes any funds lodged in a Cairns Bank account and unused overdraft. The Available Balance does not include deposits received but uncleared in accordance with the policy of the Cairns Bank, nor does it include interest accrued but not credited or deposits in transit.

4.23.4 **Stop Payments** - To stop or alter a Direct Debit or Periodical Payment, you must provide written instructions to us setting out full details of the Direct Debit or Periodical Payments at least three (3) Banking 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.

4.23.5 **Fees and Charges** - We may charge you a fee for Periodical Payments or Direct Debits including dishonour fees. We may also debit your account for any fees or charges passed on to us by another financial institution. Refer to our current Fees and Charges brochures for current details.

4.23.6 **Direct Debits** - To establish a Direct Debit, you must complete an authorisation form and send it to the Direct Debit supplier to establish the Direct Debit service. We will not be aware of the Direct Debit until such time as it is presented by the Direct Debit supplier. We will continue to act on the Direct Debit authority until you inform us of its termination, the balance does not permit us to continue to make payments or your closure of the account. We refer to the section headed: “Standard Non-Cash Payment Products”.

4.23.7 **Periodical Payments Conditions** - To establish a Periodical

Payment service, you must complete a Periodical Payment Authority form. We do not have to advise you if a Periodical Payment is not made. When we make a Periodical Payment we are not acting as your agent or the agent of the payee. If a periodical payment is for a loan with us and there are not sufficient funds to make the payment, we may at any time debit your account from which the payment is made for any amount you owe us. If a Periodical Payment cannot be processed on the due date due to a lack of funds we will attempt to make the payment on the following 4 Banking Business Days. If the payment cannot be processed due to insufficient cleared funds after 5 successive Banking Business Days the payment will be rejected until the next scheduled payment date. If the payment is rejected for 3 consecutive periods the periodical payment authority will be cancelled without prior notice to you. We refer you to the section headed: "Standard Non-Cash Payment Products".

4.24 Our Fees and Charges

4.24.1 We will make available to you current Fees and Charges brochures at the time you open an account and at any other time at your request.

4.24.2 We may, at our discretion, honour a member cheque, periodical payment or direct debit transaction. If your account becomes overdrawn for any reason, immediate repayment is required and we may charge you a fee (refer to our current Fees and Charges brochures) and interest on the overdrawn amount as well as any reasonable legal fees we incur in obtaining the amount from you. Interest will be charged at the current unsecured overdraft rate.

4.24.3 We may debit these charges to your account or ask you to pay for them by another means.

5 Additional Services

5.1.1 Written authorisation including any information and instructions we may need, may be required from you in order for us to provide some of the services outlined in this

brochure.

5.1.2 You may stop or alter your instructions to us by contacting us by telephone or in writing.

5.2 Third Party Services - Fees and Charges

5.2.1 We may charge you a fee or charge for providing a service including fees and charges passed on from third parties. These fees or charges are intended as a means of reimbursement of third party charges.

5.2.2 Additional Services include:

- Bank cheques
- Telegraphic transfers (overseas)
- Electronic credit transfers (within Australia)
- Telegraphic transfers within Australia

5.2.3 We shall confirm these third-party fees and charges in the next periodic statement we issue you or in the next passbook entry we make.

5.3 Bank Cheques

5.3.1 We offer a Bank Cheque service which allows us to request bank cheques for you.

5.3.2 We will pass on any fees imposed by the issuing bank for issuing, replacement and repurchase of bank cheques.

5.4 Member Cheques

5.4.1 The member cheque service was withdrawn from 31 December 2021. References to member cheques in these Terms & Conditions may therefore not be relevant after that date. Member cheques issued after that date will only be processed at our discretion and will be subject to the Terms & Conditions for that service at 31 December 2021.

6 Standard Non-Cash Payment Products

Following are the Terms and Conditions of the Standard Non-Cash Payment Products.

6.1 Direct Debits

6.1.1 By signing and providing a biller with a direct debit authority you authorise the biller to debit funds from your account;

6.1.2 Our confirmation of a direct debit authority shall be made in the next periodic statement that you receive after the authority has been commenced;

6.1.3 We are not advised by the biller when an authority has been established or discontinued by you.

6.1.4 We will act on an electronic file to debit your account and remit the funds due to the biller;

6.1.5 We accept no responsibility for the date the instruction is received and the date on which the debit is processed to your nominated account;

6.1.6 Payments scheduled for a non-business day will be processed on the next available business day;

6.1.7 To stop or alter a Direct Debit you must provide written instructions to us setting out full details of the Direct Debit at least three Banking Business Days before the next payment is to be made. We also recommend that you instruct the Direct Debit Supplier to stop the Direct Debit without delay.

6.1.8 If insufficient funds are in the account when the direct debit request is received by us we may, at our discretion, make the payment by utilising funds in an alternate account held by you. If we exercise our discretion and pay the direct debit in these circumstances, a referral fee may be charged. Refer to our current Fees and Charges brochures for details.

6.1.9 The direct debit payment may be dishonoured if there are insufficient funds in your accounts. A dishonour fee is payable in these circumstances. If we exercise our discretion to pay the direct debit resulting in the account becoming overdrawn, a referral fee may be payable. Refer to our current Fees and Charges brochures for details.

6.2 Direct Credits

6.2.1 We are not advised when a direct credit authority is established or discontinued by a member and will credit an account upon receipt of an electronic advice from another

financial institution;

6.2.2 Our confirmation of a direct credit authority shall be made in the next periodic statement that you receive after the authority has been commenced;

6.2.3 We accept no responsibility for the date the instruction is received and the date on which the credit is processed to your nominated account;

6.2.4 Credits scheduled for processing on a non-business day will be processed on the next available business day;

6.2.5 All requests to cancel a direct credit arrangement or an individual direct credit must be made direct to the crediting party;

6.2.6 We reserve the right, upon a request made to it by the crediting party to reverse any direct credit and debit the member's account for any funds drawn against the funds credited prior to receiving notification of the reversal from the crediting party.

6.3 Mistaken Payments Received by You

6.3.1 Where we have been notified by another financial institution that you were the unintended recipient of a Mistaken Internet Payment made by a customer of that financial institution, and we are satisfied that a Mistaken Internet Payment has occurred, we are required to recover the funds from your account, to the value of the payment.

6.3.2 The recovery procedures that we initiate will vary depending on the availability of funds in your account and the time that the person who has made the Mistaken Internet Payment reports it to their financial institution.

6.3.3 We will only initiate recovery procedures if, after our Investigation into the payment we are satisfied that a Mistaken Internet Payment has been made to your account.

6.3.4 For a Mistaken Internet Payment which is reported to the sending financial institution within 10 Banking Business Days of the payment being made we will return the Mistaken Internet Payment from your account to the sending financial

Institution within five Banking Business Days of receiving the request or such longer period as is reasonably necessary up to a maximum of 10 Banking Business Days. We are not required to notify you or receive your prior consent to return the Mistaken Internet Payment

6.3.5 For a Mistaken Internet Payment reported to the sending financial institution between 10 Banking Business Days and 7 months of the payment being made we will restrict your access to your account to the value of the Mistaken Internet Payment only. We will notify you that the Mistaken Internet Payment will be withdrawn from your account and returned to the sending financial institution within 10 Banking Business Days commencing from the date the funds were restricted, unless you are able to establish entitlement to the Mistaken Internet Payment within this timeframe. We are not required to receive your prior consent to return the Mistaken Internet Payment.

6.3.6 For a Mistaken Internet Payment reported to the sending financial institution after seven months of the payment being made, we are required to seek your consent to return the Mistaken Internet Payment to the sending financial institution.

6.3.7 In the event you have insufficient funds in your account to cover the value of the Mistaken Internet Payment we may make reasonable efforts to recover the funds from you including discussing repayment options.

6.3.8 If you are not satisfied with our handling of a Mistaken Internet Payment then you may lodge a complaint with us.

6.4 Periodical Payments

6.4.1 Financial Institutions receive periodical payments as cleared funds on the next business day;

6.4.2 Our confirmation of a periodical payment shall be made in the next periodic statement that you receive after the authority has been commenced;

6.4.3 While we endeavour to process a periodical payment in

accordance with the member's instructions we accept no responsibility if any such transfer is not or cannot be made and accordingly shall not incur any liability through our refusal or omission to make any or all of the payments instructed by the member or arising from any late payment or omission in following instructions;

6.4.4 If a periodical payment cannot be processed on the due date due to lack of funds we will attempt to make the payment on the following 4 Banking Business Days. If the payment cannot be processed due to insufficient cleared funds after 5 successive Banking Business Days the payment will be rejected until the next scheduled payment date. If payment is rejected for 3 consecutive periods the periodical payment authority will be cancelled without prior notice to you;

6.4.5 We may in our absolute discretion conclusively determine the order of priority of payment of periodical payments;

6.4.6 The periodical payment may be dishonoured if there are insufficient funds in your accounts. If we exercise our discretion to pay the periodical payment resulting in the account becoming overdrawn, a referral fee may be payable. Refer to our current Fees and Charges brochures for details.

6.5 Confirmation of Transactions

We will confirm transactions on your account, including use of these facilities, in periodic statements that we issue to you. We may not become aware of your access or closing of these facilities until presented with an authority by another party. Confirmation of your access and closure to these facilities will also be made by periodic statement.

6.6 Commission

Cairns Bank does not receive any commissions or other payments for providing these products.

6.7 BPAY

Refer to the separate section in this booklet under the heading **BPAY**.

6.8 Internet banking

Refer to the separate section in this booklet under the heading Internet

Banking.

6.9 Telegraphic Transfers

Refer to the separate section in this booklet under the heading Telegraphic Transfers.

6.10 Visa Debit Card

Cairns Bank warrants that it will comply with the requirements of the ePayments Code as established by the Australian Securities and Investments Commission as it affects the use of debit and credit cards.

Terms and conditions relating to the use of Cairns Bank's Visa Debit Card are set out in the separate Visa brochure titled "Conditions of Use".

6.11 Regular Payments on Debit Cards

6.11.1 Regular payments can be either a recurring payment or an instalment payment. A Regular Payment represents an agreement between you (the cardholder) and a merchant in which you preauthorise the merchant to bill your card account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction.

6.11.2 For example: You may ask your local gymnasium to charge your monthly gym membership fee to your debit card each month.

6.11.3 There are many benefits for cardholders who set up regular payments including:

1. Ensures timely payments to the merchant
2. Saves you time as the payment is processed automatically
3. Saves you money as you do not have to pay for cheques, money transfers or postage, nor will you be liable for late fees.

6.11.4 You must maintain sufficient clear funds in your account to meet these payments as and when they fall due or the payment may be declined and fees or other penalties may be applied.

6.11.5 Regular payment arrangements are an agreement between you (the cardholder) and the merchant. You should keep a record of all regular payment arrangements you have

established with your merchant and store in a safe place.

6.11.6 You are responsible for notifying the merchant when your account details change, including a change in card number and/or change of card expiry date. Until you notify the merchant, your bank is required to process transactions from the merchant.

6.11.7 We recommend you keep a copy of any Change in account details letter sent to your merchant and your earlier regular payment agreements. This correspondence will be required if your merchant does not comply with your request in a timely manner and you decide to dispute any incorrectly charged regular payments.

6.11.8 Any issues with your regular payments, including the failure of the merchant to act on a change in account details advice, should be taken up directly with your merchant first. Should further assistance be required to resolve an issue between yourself and a merchant, contact Cairns Bank for more information.

7 Term Investments

Following are the Terms and Conditions of Term Investments.

7.1 Introduction

7.1.1 You should carefully read these Terms and Conditions for your Term Investment Account(s):

7.1.2 If you open a Term Investment Account ("Term Deposit") you are agreeing to leave your money on deposit with us for an agreed period of time called the term.

7.1.3 Cairns Bank may offer terms from 1 month to 60 months at its discretion.

7.2 Account Opening

7.2.1 We reserve the right to not provide a Term Investment Account.

7.2.2 When you open an account, although not a requirement, you may decide to quote your Tax File Number (TFN) to avoid having withholding tax taken out of your interest payments.

7.2.3 You must complete an application form and account instructions to establish a Term Investment Account. A Term Investment Account will only be opened in the member(s) name(s).

7.2.4 Written notice is required to alter the instructions on a Term Investment Account.

7.3 Cairns Bank's Discretion

7.3.1 We may refuse to accept any application to open a Term Investment Account and may set maximum and minimum amounts for Term Investment Account deposits and terms.

7.4 Additional Information

7.4.1 General descriptive information on the operation of your account(s) is available on request. Information on current interest rates and fees and charges is available on request from us, and in our current Fees and Charges and Interest Rates brochures.

7.5 Account Statements

7.5.1 Account statements are sent semi-annually as at the end of June and December. If you have specifically requested, statements are sent monthly. Duplicate statements can be requested at any time, however a fee may apply (refer to our current Fees and Charges brochures).

7.5.2 You agree to notify us without delay of any change of address or any errors or unauthorised transactions on your statement.

7.5.3 If you are a joint Accountholder of the same account, we will only send one statement of account to that address.

7.6 Term, Deposit and Interest Payments

7.6.1 Terms available for Term Investment Accounts:

Term of deposit	Interest paid
1 to 11 months	interest is paid on maturity
12 months or greater	Interest can be paid either monthly, annually and/or on maturity

7.6.2 A minimum deposit of $1,000 is required to open a Term Investment Account. The minimum deposit balance is subject to variation at the discretion of Cairns Bank.

7.6.3 Cheques deposited to your account(s) will be credited conditionally. Amounts credited will be debited back to your account if the cheque is not met (dishonoured) by the paying bank. Credits may not be available until we have been advised that the cheque has been cleared. If a cheque deposited is refused payment by the paying bank, we may charge a fee (see our current Fees and Charges brochures).

7.6.4 All cheques for deposit can only be accepted if in the name of the Accountholder, unless endorsement by payee to the Accountholder is evident on the reverse side of the cheque and there is satisfactory evidence of the identity of the endorser.

7.6.5 A cheque will not be accepted if it is 'stale', that is when the date of the cheque is more than 15 months past.

7.6.6 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.

7.7 Withdrawal Restrictions and Access Limits

7.7.1 For Term investments of 2 years and less, Cairns Bank will require at least 7 days' written notice of your intention to withdraw all or part of the balance of a Term Investment Account before the end of its term. For Term investments of between 2 and 5 years, Cairns Bank will require at least 31

days' written notice of your intention to withdraw all or part of the balance of a Term Investment Account before the end of its term. This is provided the remaining balance is equal to or above the minimum balance for that type of Term Investment Account.

7.7.2 If an investment is withdrawn early, an early redemption fee and a reduced rate of interest may apply from the date the funds were deposited. Members will be advised of the rate that is to be applied at the date the withdrawal is requested.

7.7.3 We will deduct from the balance of the account the amount of any interest paid or credited which exceeds the interest payable on early withdrawal.

7.7.4 We may not allow a withdrawal unless we have proof of identity of the member making the withdrawal which is acceptable to us.

7.7.5 You may withdraw up to a maximum of $2,000 cash per day at the Cairns Bank branch. Cash withdrawals require written authorisation from the Accountholder. If you require a larger amount you must give 24 hours' advance notice (verbal or written) to the Branch.

7.7.6 For security purposes we reserve the right to limit cash withdrawals to amounts deemed reasonable by Cairns Bank. We may choose to provide one of our corporate cheques for amounts above $2,000.

7.7.7 Written authorisation is required from the member for a third party to conduct a cash/cheque withdrawal at Cairns Bank, and identification will be required from the third party.

7.8 Interest Rate

7.8.1 The interest rate on a Term Investment Account will not change during the term of the deposit, unless agreed between you and us. If we quote you an interest rate for a Term Investment Account, the rate may differ if the deposit is not made on the same day. Our current Term Deposit Interest Rates Brochure is available from our branch and our website www.cairnsbank.com.au.

7.9 Interest Calculation

7.9.1 Interest is calculated on daily balances. The daily interest rate is the relevant annual rate divided by the number of whole days in the year. We will not change the method of interest calculation or payment during the term of the deposit.

7.10 Variations

7.10.1 We may change the terms and conditions which apply to your Term Investment Account.

7.10.2 If we do so, we will notify you:

(a) at least 20 days before we introduce new fees or charges.

(b) no later than the day we change other terms and conditions which increase your obligations.

(c) in our next contact with you after changing other terms and conditions which reduce your obligations.

7.10.3 We may notify you by personal letter, email, newspaper advertisement, newsletter, website or account statement. You will be deemed to have received notice on the day on which the newspaper advertisement is published or email is sent, or on the date the letter, newsletter or account statement would have been delivered in the ordinary course of the post.

7.11 Government Charges

7.11.1 We will debit your account for Government charges we incur. We will notify you of the introduction or variation of a Government charge payable directly or indirectly by you, in writing, unless it is publicised by a Government agency or representative body.

7.12 Certificates

7.12.1 Term Investment Certificates will be issued for all Term Investment Accounts on establishment and when individual deposits are re-invested.

7.13 Maturity of Term Investment Account

7.13.1 We will send you a letter of notification of maturity at the time

of the maturity date for your Term Investment Account.

7.13.2 You may then nominate, prior to maturity, to have the principal on maturity renewed, transferred to a nominated account or paid by cheque.

7.13.3 If you do not nominate how the principal is to be repaid or interest paid within this time, we will re-invest the principal and interest in accordance with the account instructions we received from you when the Term Investment Account was established. If the deposit is re-invested by us, the interest rate and other conditions will be those applicable to any other Cairns Bank Term Investment account deposit of the same type, made on that day for the same amount and term.

7.14 Account Combination

7.14.1 We may appropriate the credit balance and/or shares held against any of your savings accounts towards repayment of a debt that you may owe us on any savings account. We will notify you promptly after doing so.

7.15 Account Closure

7.15.1 We may close your Term Investment account should the balance of that deposit fall below minimum balance requirements. We will give you reasonable notice before doing so and will repay any credit balance and accrued interest.

7.16 Penalties and Restrictions

7.16.1 Refer Term, Deposit and Interest Payments / Withdrawal Restrictions and Access Limits.

7.17 Joint Accounts Operation

7.17.1 The credit balance of a joint account is held jointly by all Accountholders. Each Accountholder has the right to all of the balance(s), jointly, with the other Accountholders.

7.18 Survivorship

7.18.1 If a joint Accountholder dies, the remaining Accountholder holds the credit balance and if more than one, those remaining Accountholders hold the credit balance jointly.

7.19 Authority / Disputes

7.19.1 A joint Accountholder may only make a withdrawal on the terms of any authority to operate on the account. If there is any dispute notified to us between joint Accountholders, we may decide to only permit operation on the account when all parties have signed the necessary authority.

7.20 Joint and Several Liability

7.20.1 Each joint Accountholder is liable for the whole of any debit balance on an account. We can sue all or any Accountholder(s) for an amount owing on the account.

7.21 Cheque Payees

7.21.1 We may accept a cheque into a joint account which is payable to any one or more of the joint Accountholders.

7.22 Authority to Operate

7.22.1 You may nominate a person to operate on your account by completing an "Authority to Operate" form, available at our Branch.

7.23 Authority

7.23.1 By signing an Authority to Operate you instruct us to allow a person to be authorised to operate on your account and to conduct any transactions on the account, including:

(a) making withdrawals;

(b) authorising periodical payments and direct debits;

(c) using electronic and other access to your account; and

(d) Closing the account.

7.24 Method

7.24.1 The Authority to Operate will state the method of operation for the account. This may be:

(a) any Accountholder or signatory to sign (i.e. operate); or

(b) another method which you specify and which is acceptable to us.

7.25 Duration

7.25.1 An Authority to Operate 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 Accountholders. We may require a new Authority to Operate before we allow further operation on the account.

7.26 Disputes

7.26.1 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.

7.27 Identity

7.27.1 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 2006* and any other identification procedures we require.

7.28 Liability

7.28.1 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 statute or the ePayments Code.

7.28.2 We are not liable for any loss or damage caused by any delay in processing a cancellation of any Authority to Operate.

8 Internet Banking

8.1 Terms and Conditions of Internet Banking.

8.1.1 Before you use Internet Banking you should read these Terms and Conditions and any other documents we give you containing conditions and other information.

8.1.2 They apply to all Services provided by Cairns Bank through Internet Banking and all transactions initiated by you through Internet Banking through the combination of an Identifier (Login) and a Password and SMS Code (where applicable).

8.1.3 Application of an SMS Code will be a mandatory requirement for the following activities- changing your password; changing your personal details; adding a new payee or BPay biller to your saved address book; and/or making a payment to any external payee, either by BSB/account number or BPay biller.

8.1.4 For the purposes of a business account, 'you' in these Terms and Conditions includes any nominated administrator on that account and the nominated administrator must comply with these Terms and Conditions.

8.1.5 If you fail to properly safeguard your Password for Internet Banking, you will increase your risk and liability for Unauthorised Use.

8.1.6 Your first use of Internet Banking will automatically constitute your understanding and acceptance of these Terms and Conditions, as will each use thereafter.

8.1.7 There are fees and charges that apply to accounts provided by Cairns Bank and transactions on these accounts. Please read this document and the Fees and Charges brochure carefully to find out when and how we impose fees and charges.

8.1.8 If these Conditions are not clear to you, contact Cairns Bank BEFORE using Internet Banking.

8.2 Important Points to Remember to Safeguard Your Account

- Memorise your Password(s) and never store it (them) with or near your Identifier;
- Do not save your Password or any part of it on your computer;
- Never tell anyone your Password or SMS Code;
- Don’t choose a Password that is easily identified with you (e.g. your birth date, an alphabetical code which is a recognisable part of your name, or your car registration);
- Don’t choose a Password that is merely a group of repeated numbers or letters;
- Try to prevent anyone else seeing you enter your Password or SMS Code when using Internet Banking;

- Don't record your Password anywhere near the equipment used to access Internet Banking;
- Change your Password at frequent intervals;
- Always ensure that you have logged-off your Internet Banking session and closed the internet browser when you have finished or leave the computer;
- Immediately report the loss, theft or Unauthorised Use of your Identifier and Password(s) to Cairns Bank;
- Examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of Unauthorised Use.

8.3 Introduction

8.3.1 Generally speaking, these Terms and Conditions apply to Internet Banking Identifiers used in conjunction with a Password and/or SMS Code to perform electronic transactions.

8.3.2 Cairns Bank may attach other services to Internet Banking by notice to you in writing or by updating these Terms and Conditions.

8.3.3 Without limitation to clause 9.1.1, In accepting your Password from Cairns Bank you acknowledge that you have read, and understand these Terms and Conditions and are obliged to comply with them.

8.4 Application of Codes

8.4.1 Cairns Bank warrants that it will comply with the requirements of the ePayments Code as established by the Australian Securities and Investments Commission (ASIC).

8.4.2 The ePayments Code does not apply to accounts used primarily by a business for business purposes.

8.4.3 If you would like a copy of the ePayments Code, you should contact Cairns Bank.

8.5 Password Secrecy

8.5.1 You agree that:

- You will not record your Password on anything with or near your Identifier;
- You will not record your Password anywhere near the equipment used to access Internet Banking;
- You will not store (save) your Password on your computer;
- You will not tell anyone your Password or let anyone see it;
- You will try to prevent anyone else seeing you enter your Password or SMS Code when using Internet Banking;
- You will change your Password at frequent intervals;
- If you think that your Password has become known to someone else, you will notify Cairns Bank immediately.

8.6 Reporting the Loss or Theft of Your Identifier and Password or Mobile Phone

8.6.1 If you believe your Password has been lost, stolen or have become known to someone else, you should IMMEDIATELY report this to Cairns Bank and change your Password through Internet Banking.

8.6.2 If you lose your mobile phone or change your mobile phone number, you should notify Cairns Bank IMMEDIATELY and arrange for your membership and Internet Banking details to be updated with your new mobile phone number.

8.7 Using Your Identifier and Password

8.7.1 When you apply for access to Internet Banking you are given an initial Password which you must enter to access Internet Banking within 24 hours. The first time you access Internet Banking you will be asked to select a new Password before using any functions.

8.7.2 If you forget your Password for Internet Banking, you will need to make a new application as Cairns Bank does not have access to Passwords once changed by Members.

8.7.3 Cairns Bank will advise you:

- What transactions your Identifier and Password will enable you to perform in Internet Banking;

- The accounts that may be accessed using your Identifier and Password including any credit facility which may be accessed.

8.7.4 The accounts that may be accessed using your identifier and Password can be changed at any time.

8.7.5 Cairns Bank will debit and credit your Linked Accounts with the value of all transactions carried out using your Identifier and Password to use Internet Banking.

8.7.6 If any of your Linked Accounts is in the name of more than one person, then the liability of those persons under these Terms and Conditions is joint and several for transactions carried out on those accounts.

8.7.7 Transactions will not necessarily be processed to your account on the same day they occur.

8.7.8 You will continue to be liable to Cairns Bank the value of any debit transaction occurring after you have closed your accounts or after you have resigned your Membership with Cairns Bank.

8.8 Transaction Limits

8.8.1 You agree that you will NOT use your Access Method in Internet Banking to:

- Overdraw the balance in any of your Linked Accounts; or
- Exceed the unused portion of your credit limit under any pre-arranged credit facility.

8.8.2 Without limiting clause 8.26, Cairns Bank may set limits on the minimum and maximum transaction amounts, on a daily or cumulative basis;

8.8.3 We will advise you of the daily transaction limits at the time you apply or change your Access Method.

8.9 Authorisations

8.9.1 You:

- acknowledge that Cairns Bank has the right to refuse authorisation for you to effect any transaction for any reason; and

- agree that Cairns Bank will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of Cairns Bank's refusal to authorise any transaction.

8.10 Cancellation of Access

8.10.1 Cairns Bank may demand that you cease using your Access Method at any time:

- for security reasons; or
- if you breach these Terms and Conditions or the terms and conditions of the accounts linked to Internet Banking.

8.10.2 You may cancel your access to Internet Banking at any time by giving Cairns Bank written notice.

8.11 Conditions after Cancellation or Expiry of Access

8.11.1 Cancellation of access may not take place immediately, particularly when our systems are not available. You remain liable for any transaction you perform using your Identifier and Password after notice of cancellation.

8.11.2 You are not permitted to use your access method to access Internet Banking after access has been cancelled or expires.

8.11.3 You will continue to be liable to reimburse Cairns Bank for any indebtedness incurred through such use whether or not you have closed your Linked Accounts at Cairns Bank.

8.12 Periodical Payments

8.12.1 Regular future payments (periodical payments) will only be processed if sufficient clear funds exist in the account at the time of processing. We do not have to advise you if a periodical payment is not made.

8.12.2 When we make a periodical payment we are not acting as your agent or the agent of the payee.

8.12.3 If a periodical payment cannot be processed on the due date due to lack of funds, we will attempt to make the payment on the following 4 Banking Business Days. If the payment cannot be processed due to insufficient cleared funds after 5 successive Banking Business Days, the payment will be rejected until the next scheduled payment date.

8.12.4 If the payment is rejected for 3 consecutive periods, the periodical payment authority will be cancelled without prior notice to you.

8.13 Your Liability in Case Your Access Method Is Lost or Stolen in The Case of Unauthorised Use

8.13.1 You are not liable for any Unauthorised Use of your Access Method in Internet Banking:

(a) In relation to a transaction processed by Internet Banking before you have actually received your Password;

(b) after you have reported the Password lost or stolen, and

(c) if you did not contribute to any Unauthorised Use of your Access Method.

8.13.2 For the purpose of clause 8.13.1(c) you will be taken to have contributed to any loss caused by Unauthorised Use of your Access Method if, without limitation, in relation to transactions carried out using your Identifier and Password through Internet Banking, you:

(a) voluntarily disclose your Password to anyone, including a family member or friend;

(b) write or indicate your Password on an article containing the Identifier;

(c) write or indicate your Password (without making any reasonable attempts to disguise the Password) on any article carried with your Identifier;

(d) store all or part of your password on your device;

(e) allow anyone else to use your Identifier and Password;

(f) unreasonably delay notification of:

(i) your Password record being lost or stolen; or

(ii) Unauthorized Use of your access method; or

(iii) the fact that someone else knows your Password.

8.13.3 If you are taken to have contributed to the Unauthorised Use of your Access Method, your liability will be the lesser of:

(a) the actual loss when less than your account balance (including

the unused portion of your credit limit under any pre-arranged credit facility);

(b) your account balance (including the unused portion of your credit under any pre-arranged credit facility); or

(c) an amount calculated by adding the actual losses incurred for each day, up to the current daily transaction limit, on which Unauthorised Use occurred before you reported the loss, theft or Unauthorised Use of your Access Method, up to and including the day you make your report.

8.13.4 In determining liability under clause 8.13 :

(a) where your access method has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and

(b) the current daily withdrawal limit is the limit applicable at the time of the transaction as set by Cairns Bank for your access to Internet Banking.

8.13.5 Where it is unclear in the opinion of Cairns Bank whether or not you have contributed to any loss caused by Unauthorised Use of your Access Method, your liability will be the lesser of:

(a) $150;

(b) your account balance (including the unused portion of your credit limit under any pre-arranged credit facility); or

(c) the actual loss at the time Cairns Bank is notified of the loss or theft of your Access Method.

8.13.6 In determining your liability Cairns Bank will consider all reasonable evidence including all reasonable explanations for an Unauthorised Use having occurred; Your liability for such losses occurring as a result of unauthorised access will be determined under the ePayments Code. The guidelines set out at the beginning of these Conditions to safeguard your account, are guidelines only.

8.14 Resolving Errors on Account Statements

8.14.1 If you believe a transaction is wrong or unauthorised or your

account statement contains any instances of Unauthorised Use or errors, you must immediately notify Cairns Bank. As soon as you can, you must also provide Cairns Bank with the following:

- the type of facility;
- where relevant, the identifier;
- the type of device and/or SMS Code used to perform the transaction;
- your name, address and Member number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error.

8.14.2 If Cairns Bank is unable to settle your complaint within 5 days to your satisfaction, it will advise you in writing of the procedure for further investigation and resolution and may request further relevant details from you.

8.14.3 Within 21 days of receiving a complaint, Cairns Bank will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

8.14.4 Where an investigation continues beyond 45 days, Cairns Bank will provide you with the reason for the delay, monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Cairns Bank is waiting for a response from you and you have been advised that Cairns Bank requires such a response.

8.14.5 If Cairns Bank finds that an error was made by Cairns Bank, it will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

8.14.6 Cairns Bank is a participant in the Australian Financial

Complaints Authority which is an Industry Dispute Resolution Scheme.

8.14.7 That scheme provides a matter can be heard under the scheme if Cairns Bank does not give a final decision on the matter within a specified time;

8.14.8 Cairns Bank will advise you in writing about the option of taking the matter to the Scheme within 5 Banking Business Days after the specified time period expires.

8.14.9 When Cairns Bank advises you of the outcome of its investigations, it will:

- Give you reasons for its decisions by reference to these Terms and Conditions and the ePayments Code; and
- advise you of any adjustments it has made to your account

8.14.10 If Cairns Bank decides that you are liable for all or any part of a loss arising out of Unauthorised Use of your Access Method, it will:

- give you access to copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system malfunction at the time of the transaction.

8.14.11 If Cairns Bank fails to carry out these procedures or causes unreasonable delay, Cairns Bank may be liable for the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

8.15 Malfunction

8.15.1 Cairns Bank undertakes to make all reasonable efforts to ensure that a service you use is available to you during the hours specified by Cairns Bank from time to time but we are not liable to you for or in connection with:

- failure of a Service to perform, in whole or in part, any function which we have or have not specified it will perform;
- the unavailability of a Service to you in whole or in part because of the failure of the Communication Network, your equipment/software or any circumstances beyond our

reasonable control; or

- delays or errors in the execution of any transaction or instruction because of the Communication Network, your equipment/software or any circumstances beyond our reasonable control.

8.15.2 Cairns Bank may in certain circumstances be liable to customers for loss suffered by the customer which is caused by the failure of Cairns Bank system or equipment to complete a transaction accepted by that system or equipment in accordance with your instructions. Liability is determined by Cairns Bank on a case by case basis.

8.15.3 Where you are aware, or should have been aware, that Cairns Bank's system or equipment was malfunctioning or unavailable, Cairns Bank's liability is limited to the correction of any errors and the refund of charges and/or fees imposed on you as a result.

8.15.4 Cairns Bank is not liable to you where Cairns Bank's system or equipment had not accepted the transaction.

8.16 Statements and Receipts

8.16.1 For transactions processed through Internet Banking you will have the opportunity to print a transaction record slip for each financial transaction carried out. You should obtain, check and retain all transaction record slips available to you for checking against your account statements.

8.16.2 Cairns Bank will send you an account statement at least every 6 months (as at the end of June and December). You may request more frequent account statements.

8.16.3 For accounts that have a pre-arranged credit facility attached, Cairns Bank will send you an account statement monthly or as otherwise required by any applicable legislation, the ePayments Code or the Customer Owned Banking Code of Practice.

8.16.4 You may request a copy of your account statement at any time (fees may apply – refer to our current Fees and Charges brochures).

8.17 Fees and Charges

8.17.1 Cairns Bank reserves the right to charge a fee for any transactions processed through Internet Banking or for issuing Passwords or replacement Passwords and Cairns Bank is irrevocably authorised to debit your Linked Account with those fees.

8.17.2 You will be advised by Cairns Bank of any applicable fees and charges at the time you apply for your Password.

8.18 Government Fees and Charges

8.18.1 Cairns Bank reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of Internet Banking by government or by any regulatory authority. Cairns Bank is also irrevocably authorised to debit your Linked Accounts with those fees, charges, duties and taxes.

8.19 Changes to Terms and Conditions

- Cairns Bank reserves the right to change these Terms and Conditions and to vary the fees and charges that apply to Internet Banking. If we do so, we will notify you at least 20 days before imposing or increasing charges for transactions processed through Internet Banking or for issuing Passwords or replacement Passwords; increasing your liability for Unauthorised Use; changes imposing or increasing fees or charges or adjusting daily transaction limits.

8.19.1 We may notify you by personal letter, email, newspaper advertisement, newsletter, website or account statement. Subject to any applicable laws, the method of notification will depend on the nature and extent of the change and the cost and effectiveness of different methods of notification.

8.19.2 You will be deemed to have received notice on the day on which the newspaper advertisement is published or email is sent, or on the date the letter, newsletter or account statement would have been delivered in the ordinary course of the post.

8.19.3 You will be taken to have received a written notice from

Cairns Bank in the due course by post if it is mailed to the last address for you known to Cairns Bank. If a written notice is delivered to you personally, the date of delivery is the date you receive the notice.

8.19.4 If you retain and use your Access Method after notification of any authorised changes your use of your Access Method shall be subject to those changes.

8.19.5 With your consent, information which we are required to provide to you under the ePayments Code may be provided to you electronically by:

a) sending the information in a form of electronic communication nominated by you,

b) notifying you that we have made the information available electronically, or

c) another manner which has been agreed between Cairns Bank and yourself.

8.19.6 In providing information to you electronically, we will provide you with an effective and convenient process for updating your contact details and will make it easy for you to retrieve, read and store the information.

8.19.7 If we give you information by notifying you that the information is available electronically we will make the information available in that form for a reasonable period.

8.20 Exclusion of Cairns Bank's Liability

8.20.1 Cairns Bank bears no liability for any refusal of a merchant or agent to accept your transaction through Internet Banking.

8.20.2 Cairns Bank does not give any warranty for any goods or services obtained from a merchant or agent through the use of Internet Banking. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant for those goods and services.

8.20.3 Cairns Bank is not liable for the restrictions or limits that a third party may impose in relation to any transfers.

8.21 General

8.21.1 Cairns Bank is not liable for errors in instructions.

(a) Transfers made through this facility will be made to the BSB and account number combination or **BPAY** Biller code and Customer Reference Number (CRN) combination you provide. Any error in entering these details may result in a transfer being made to an incorrect payee or the transfer not being made at all. You must ensure that you always provide Cairns Bank with the correct BSB and account number combination or **BPAY** biller code and CRN, as applicable.

(b) Under these Terms and Conditions, Cairns Bank is not required to and does not, check that the BSB and account numbers correspond with the financial institution and account name of the payee provided by you nor does Cairns Bank confirm that the **BPAY** biller code and CRN combination is correct. Cairns Bank is not responsible for any inaccuracy in instructions given by you.

(c) Once you authorise a transfer to be processed we will not be able to stop, withdraw, suspend or delete the transfer or change any details.

(d) It may not be possible to recover funds from an unintended recipient.

8.21.2 Processing Your Instructions

(a) Cairns Bank cannot control when, or even if, the payee's financial institution processes your instructions. To help ensure that you know when or if your instructions have been successfully completed, you should confirm with the payee that your transfer has been received.

(b) Once Cairns Bank processes your transfer instructions, it relies on the payee's financial institution for advice that your instructions have not been successfully processed by that financial institution. If Cairns Bank is advised that your instructions have not be successful, it will promptly advise you and the relevant withdrawal from your account will be reversed.

8.22 Mistaken Internet Payments

8.22.1 The process for reporting, investigating and recovering mistaken internet payments is prescribed by the ePayments Code. The ePayments Code does not apply to accounts used primarily by a business or for business purposes.

8.22.2 Mistaken internet payment means a payment by the individual who holds the facility or another individual authorised by the holder to perform transactions using the facility, and processed by an ADI 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.

8.22.3 This does not include payments made using **BPAY**.

8.22.4 You should notify Cairns Bank on (07) 4047 6900 immediately if you believe that you have mistakenly transferred funds to an unintended recipient. The process taken will depend upon the time you report the mistaken payment to us.

8.22.5 If we are satisfied that a mistaken internet payment has occurred, we will contact the financial institution that received the payment, who within 5 Banking Business Days will advise us whether there are sufficient funds in the unintended recipient's account to cover the mistaken internet payment.

8.22.6 Where the report is made within 10 Banking Business Days of the payment date, and the funds are still available and the receiving institution is satisfied of your mistake, the funds will be returned to your account within 10 Banking Business Days of Cairns Bank notifying the receiving institution.

8.22.7 Where the report is made after 10 Banking Business Days but before seven months after the payment date, and the funds are still available, the receiving institution has 10 Banking Business Days to investigate your claim. If satisfied that you

have mistakenly transferred funds, the receiving institution must freeze the funds and provide the unintended recipient with 10 Banking Business Days to establish their entitlement to the money. If no entitlement is established, your funds will be returned to you within 2 Banking Business Days after the expiry of the second 10 day period.

8.22.8 Where the report is made after seven months of the date of the payment, and funds are still available, the receiving institution is required to seek the consent of their customer before returning your funds.

8.22.9 Where Cairns Bank and the receiving institution are satisfied that you made a mistake but the funds are no longer available in the unintended recipient's account, the receiving institution must use its reasonable endeavours to retrieve your funds.

8.22.10 Cairns Bank will advise you in writing of the outcome of mistaken internet payment process in writing within 30 days of the date you notified us of the mistake and will advise you of our complaints handling process if you are not satisfied of the outcome of the matter.

8.23 Fees

8.23.1 Fees may apply for transfers requested through Cairns Bank's Internet banking. These fees are detailed in the Fees & Charges brochures available on request from our office or our website www.cairnsbank.com.au.

8.24 Timing

8.24.1 If your instructions to make an external transfer using Cairns Bank's Internet Banking is made before 3.00pm Australian Eastern Standard Time on a business day (Monday to Friday, excluding Public Holidays), it will in most cases be treated as having been made on that same day.

8.24.2 Where your instructions are received after 3.00pm Australian Eastern Standard Time, in most cases the payment will generally be credited to the payee account during the next business day after the day the transfer is deemed to be made.

8.24.3 Where you have requested a future-dated transaction,

including future-dated **BPAY** transactions, payment will be made on that day.

8.24.4 A payment may take longer to be credited to an account at another financial institution if we receive your instructions on a day other than a business day or if the other financial institution does not process a payment as soon as they receive it.

8.25 SMS Passwords

8.25.1 Cairns Bank's Internet Banking uses an SMS Validation system which, when triggered, sends an authorisation code via SMS to your nominated mobile phone number.

8.25.2 During the process of registering for SMS Validation, you will be required to register a mobile phone to receive a secure SMS code. You may be required to enter this:

- when you log in to your Cairns Bank Internet Banking; or
- when you perform a certain transaction or activity that is subject to SMS Validation

8.26 Transfer Limit

8.26.1 Cairns Bank may impose a limit on the amount that can be transferred at one time, or a limit for the total of all transfers processed within a day. The current standard daily transaction limits are:

- external transfer $2,000;
- internal transfer (no limit); and
- **BPAY** (no limit).

8.26.2 Cairns Bank may vary these standard limits from time to time.

8.26.3 Cairns Bank may require transfer requests above a pre-set limit to be subject to SMS Validation.

8.26.4 Cairns Bank may vary this limit from time to time.

8.26.5 Cairns Bank may agree to apply different daily transaction limits to an individual customer based on that customer's request.

8.26.6 Regardless of such limits, you will only be able to transfer up

to the amount of cleared funds held in your accounts.

8.27 Joint or Business Accounts

8.27.1 If your account is a joint or business account, you must take special precautions to protect access to this facility. Each person entitled to access the joint or business account must hold their own Identifier and Password and provide details for the purpose of SMS Validation, if required. Cairns Bank has provided additional security by requiring entry of the Password or SMS Code to complete a Transfer. It is your responsibility to control and protect who is entitled to access the account and who has access to your Password. By accepting these Terms and Conditions, you accept responsibility for transactions conducted by anyone that you allow to have access to your Password.

8.27.2 Each party to a joint or business account acknowledges that Cairns Bank will action any transaction requested or carried out using the Identifier and Password and, if applicable, SMS Code, of any one of the holders and that each party is jointly and severally liable for all transactions through Cairns Bank's Internet Banking.

8.28 Other General Conditions

8.28.1 These Terms and Conditions govern your Internet Banking access to your Linked Accounts at Cairns Bank. Each transaction on a Linked Account is also governed by the terms and condition to which that account is subject.

8.28.2 If there is any inconsistency between these Terms and Conditions and the terms applicable to any of your account/s these Terms and Conditions prevail except to the extent that they are contrary to any applicable legislation or the ePayments Code.

8.28.3 You agree that you will promptly notify Cairns Bank of any change of address for the mailing of any notifications which Cairns Bank is required to send to you.

8.28.4 You agree that you will promptly notify Cairns Bank of any changes to the mobile phone number provided by you for the

purpose of facilitating SMS Validation.

8.28.5 Cairns Bank may post all statements and notices to you at your registered address as provided for in Cairns Bank's Constitution.

8.29 Privacy and Personal Information

8.29.1 Cairns Bank complies with the Australian Privacy Principles as set out in the *Privacy Act 1988 (Cth)*. You can access personal information Cairns Bank holds about you and advise if any information held is inaccurate, incomplete or out of date.

8.29.2 To access personal information held about you or to request a copy of Cairns Bank's Privacy Policy write to:

General Manager

Cairns Bank

PO Box 5272

Cairns QLD 4870.

8.29.3 A copy of our Privacy policy can also be located on our website.

8.30 Definitions

8.30.1 The following definitions apply to the Internet Banking section of this Terms and Conditions booklet.

- Access Method: The use of both the Identifier and Password together.
- Identifier: The code known to the user, which the user is not required to keep secret, used to access Internet Banking.
- Internet Banking: Cairns Bank's facilities for online banking functions and services.
- Linked Account: An account you have with Cairns Bank to which you may obtain access by use of Internet Banking.
- Password: The secret code known to the user to access Internet Banking.
- SMS Code: The computer generated code sent via SMS to your nominated mobile phone.
- SMS Validation: Validation of a transaction by entering a unique

SMS Code to authorise the transaction.

- Unauthorised Use: Use that is not authorised by you. Transactions carried out by you or by another person with your knowledge and/or consent are not Unauthorised Use.

9 BPAY

Following are the Terms and Conditions of **BPAY**

Payer Terms - BPAY Scheme Terms

9.1.1 Payments

9.1.2 We will not accept an order to stop a **BPAY** Payment once you have instructed us to make that **BPAY** Payment.

9.1.3 You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 10.1.6) when instructing us to make a **BPAY** Payment, or if you did not authorise a **BPAY** Payment that has been made from your account. Clause 10.2 describes when and how we will arrange for such a **BPAY** Payment (other than in relation to an underpayment) to be refunded to you.

9.1.4 Subject to clause 9.10 - Cut off Times Billers who participate in the **BPAY** Scheme have agreed that a **BPAY** Payment you make will be treated as received by the Biller to whom it is directed:

(a) on the date you make that a **BPAY** Payment, if you tell us to make the **BPAY** Payment before our Payment Cut Off Time on a Banking Business Day; or

(b) on the next Banking Business Day, if you tell us to make a **BPAY** Payment after our Payment Cut Off Time on a Banking Business Day, or on a non-Banking Business Day.

9.1.5 A delay may occur in processing a **BPAY** Payment where:

(a) there is a public or bank holiday on the day after you tell us to make a **BPAY** Payment;

(b) you tell us to make a **BPAY** Payment either on a day which is not a Banking Business Day or after the Payment Cut off

Time on a Banking Business Day;

(c) another financial institution participating in the **BPAY** Scheme does not comply with its obligations under the **BPAY** Scheme; or

(d) a Biller fails to comply with its obligations under the **BPAY** Scheme.

9.1.6 While it is expected that any delay in processing under this agreement for any reason set out in clause 9.1.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

9.1.7 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a **BPAY** Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another **BPAY** Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

9.2 Liability

ePayments Code

9.2.1 If under this clause 9.2 you are liable for an unauthorised or fraudulent payment or as a result of a **BPAY** View® billing error and the ePayments Code (the Code) applies, then your liability is limited to the lesser of:

(a) the amount of that unauthorised or fraudulent payment; and

(b) the limit (if any) of your liability set out in our terms and conditions for the applicable product or service.

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

Mistaken payments, unauthorised transactions and fraud

9.2.2 We will attempt to make sure that your **BPAY** Payments are processed promptly by the participants in the **BPAY** Scheme, including those Billers to whom your **BPAY** Payments are to

be made. You must promptly tell us if:

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

9.2.3 We will attempt to rectify any such matters in relation to your **BPAY** Payments in the way described in this clause. However, except as set out in this clause 19.2 and clause 9.13, we will not be liable for any loss or damage you suffer as a result of using the **BPAY** Scheme.

9.2.4 The longer the delay between when you tell us of the error and the date of your **BPAY** payment, the more difficult it may be to perform the error correction. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

Mistaken payments

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

Unauthorised payments

9.2.6 If a **BPAY** Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment

Fraudulent payments

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

Resolution principles

9.2.8 If a **BPAY** Payment you have made is Unauthorised and also either Mistaken or Fraudulent within the meaning of the above clauses, then we will apply the principles stated in clause 9.2.6.

If a **BPAY** Payment you have made is both Mistaken and Fraudulent within the meaning of the above clauses, then we will apply the principles stated in clause 9.2.7.

Indemnity

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

(a) did not observe any of your obligations under these terms and conditions; or

(b) acted negligently or fraudulently in connection with this agreement.

Biller consent

9.2.10 If you tell us that a **BPAY** Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that **BPAY** Payment, consenting to us obtaining from the Biller information about your account with that Biller or the **BPAY** Payment, including your customer reference number and such information as we reasonably require to investigate the **BPAY** Payment. 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.

BPAY View billing errors

9.2.11 For the purposes of this clause, a **BPAY** View billing error means any of the following:

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

9.2.12 You agree that if a billing error occurs:

(a) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and

(b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.

9.2.13 You agree that for the purposes of this clause you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in **BPAY** View.

9.3 BPAY Scheme

We are a member of the **BPAY** Scheme. The **BPAY** Scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments

to them through the **BPAY** Scheme (**BPAY** payments).

9.3.1 You may choose to pay them electronically using Internet Banking, over the counter in our branch or any other payment method accepted by the Biller.

9.3.2 We will tell you if we are no longer a Member of the **BPAY** Scheme.

9.4 How to use the **BPAY** Scheme

9.4.1 **BPAY** Payments can be made from your:

- S3 Home Loan Offset Account
- S5 Pensioner Account
- S8 Business Account
- S21 Everyday Account
- S30 Unsecured Overdraft Account

9.4.2 To make a **BPAY** Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (as indicated on your bill), the amount to be paid, the account from which the amount is to be paid and the date of payment.

9.4.3 You must comply with the terms and conditions applying to the account to which you request us to debit a **BPAY** Payment, to the extent that those account terms are not inconsistent with or expressly overridden by the **BPAY** terms and conditions. The **BPAY** Terms set out below are in addition to those terms.

9.4.4 If there is any inconsistency between the terms and conditions applying to the account and the **BPAY** terms and conditions, the **BPAY** terms and conditions will apply to the extent of that inconsistency.

9.4.5 The Payer acknowledges 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 the Payer and that Biller.

9.5 Valid payment direction

9.5.1 We will treat your instruction to make a **BPAY** Payment as valid if, when you give it to us you comply with the security procedures for Internet Banking or you sign a written authority setting out the instructions.

9.6 Information you must give us

9.6.1 The information you must give us to instruct us to make a **BPAY** Payment is the Biller's code number, Customer Reference Number, amount to be paid, account from which the amount is to be paid and the date of payment. You acknowledge that we are not obliged to effect a **BPAY** Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

9.7 Payment queries

9.7.1 You must promptly tell us if:

- You become aware of any mistakes or delays in processing a **BPAY** payment; or
- You did not authorise a **BPAY** payment that has been made from your account; or
- You think you have been fraudulently induced to make a **BPAY** payment.

9.8 Changes to terms

9.8.1 We can change these terms at any time.

9.8.2 We will tell you about any changes by personal letter, email, newspaper advertisement, newsletter, website or account statement. You will be deemed to have received notice on the day on which the newspaper advertisement is published or email is sent, or on the date the letter, newsletter or account statement would have been delivered in the ordinary course of the post.

9.9 Suspension

9.9.1 We may suspend your right to participate in the **BPAY** Scheme at any time.

9.9.2 The circumstances in which we may suspend your right to participate if we think continued use of the **BPAY** Scheme is

likely to cause loss to you or us or if at any time you or someone acting on your behalf is suspected of acting fraudulently.

9.10 Cut-off times

9.10.1 If you tell us to make a payment before the time specified in the box below, it will in most cases be treated as having been made on the same day. For the purpose of this table the **BPAY** cut off time is 4pm QLD time, but is subject to change.

Requests made before the **BPAY** cut off time	On that day
Requests made after the **BPAY** cut off time	On the next banking day

9.10.2 However, the payment may take longer to be credited to a Biller if you tell us to make a Payment on a Saturday, Sunday or a public holiday or if another participant in the **BPAY** Scheme does not process a Payment as soon as they receive its details.

9.11 When a Biller cannot process a payment

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

(a) advise you of this;

(b) credit your account with the amount of the **BPAY** Payment; and

(c) take all reasonable steps to assist you in making the **BPAY** Payment as quickly as possible.

9.12 Account records

9.12.1 You should check your account records carefully and promptly report to us as soon as you become aware of any **BPAY** Payments that you think are errors or are **BPAY** Payments that you did not authorise or you think were made by someone else without your permission.

9.13 Consequential damage

9.13.1 This clause does not apply to the extent that it is inconsistent

with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause 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.

9.13.2 We are not liable for any consequential loss or damage you suffer as a result of using the **BPAY** Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

9.14 Privacy

9.14.1 If you choose to use the **BPAY** Scheme, you:

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

(i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the **BPAY** Scheme;

(ii) such of your transactional information as is necessary to process your **BPAY** Payments and your use of **BPAY** View. Your **BPAY** Payments information will be disclosed by **BPAY** Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of View will be disclosed by **BPAY** Pty Ltd, through its agent, to the Biller.

9.14.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the **BPAY** Scheme referred to in clause 9.14.1, as necessary.

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

BPAY Pty Ltd - ABN 69 079 137 518, Level 4, 3 Rider Boulevard, Rhodes NSW 2138.

Cardlink Services Limited ABN 60 003 311 644, PO Box 3545, Rhodes NSW 2138.

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

10 International Telegraphic Transfers

10.1.1 You irrevocably authorise us to rely upon your Telegraphic Transfer Instructions as constituting genuine, true, accurate, complete and enforceable. We have no duty to obtain confirmation or make any enquiry with respect to the validity of a Telegraphic Transfer Instruction. At our sole discretion we may decline to act upon any Telegraphic Transfer Instruction or request verification of any Telegraphic Transfer Instructions.

10.1.2 Before transmitting a Telegraphic Transfer Instruction, you shall be responsible for ensuring all information contained in the Telegraphic Transfer Instruction is complete, accurate, and if in writing, legible. If you subsequently learn of any error in a Telegraphic Transfer Instruction, you must notify us immediately. If you fail to provide a timely, complete, accurate and legible Telegraphic Transfer Instruction, we shall not be liable for any loss or damage suffered by you as a result of any subsequent delay.

10.1.3 You understand that we will charge certain fees for the Telegraphic Transfer services, which fees shall be agreed with you when you deliver a Telegraphic Transfer Instruction. In addition to the fees that we charge you understand and agree

that Correspondent Institutions may impose additional charges and fees, which may be deducted from the amount paid to the Telegraphic Transfer Payee. These charges and fees are out of our control. Where the Correspondent Institutions does not deduct the additional charges and fees from the amount paid to the Telegraphic Transfer Payee, the Correspondent Institutions may charge us. If this is done, you agree to reimburse us for all charges and fees that are paid by us to the Correspondent Institutions in payment of their charges and fees. If you fail to reimburse us with these charges and fees within 7 days of being notified, you irrevocably consent to us automatically debiting your account an amount equal to those charges and fees.

10.1.3.1 We agree to process transactions for you as soon as commercially practicable (during normal business hours) after receiving a Telegraphic Transfer Instruction. We will initiate the Telegraphic Transfer upon receipt of cleared funds from you.

10.1.4 It may take several business days for the beneficiary payee's bank to receive the funds and process it to their account. We have no control over the time it takes for this transaction to be processed and you agree that we are not liable for any loss caused by delays outside of our control.

10.1.5 Where you issue us with a Telegraphic Transfer Instruction to remit foreign currency to a Telegraphic Transfer Payee we shall agree a rate of exchange and enter into a Foreign Exchange Contract which shall be settled immediately by you providing us with the designated Australian Dollar amount together with the relevant Telegraphic Transfer Fee.

10.1.6 You acknowledge that we may subcontract delivery of your Telegraphic Transfer to Convera or any other subcontractor that provides these services, for time to time. You agree that other financial institutions engaged to facilitate the delivery of your Telegraphic Transfer may not be directly appointed by Cairns Bank but may also be appointed by Convera.

10.1.7 You agree that by providing these services, Convera or the Correspondent Institutions may receive a commission. Cairns Bank may receive a commission for using the services of Convera or a Correspondent Institution.

10.2 Indemnity

10.2.1 You understand and acknowledge that a Telegraphic Transfer is undertaken by you at your sole risk and that we shall not be liable for any delay, mistake, act or omission which may occur in the transmission of a Telegraphic Transfer provided that we have used reasonable endeavours to act in accordance with the Telegraphic Transfer Instruction. You agree to indemnify and hold us harmless against any losses, damages and expenses suffered by us in respect to any Telegraphic Transfer that we process based on your Telegraphic Transfer Instruction.

10.2.2 All warranties, representations, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

10.2.3 You agree that we are not liable for any losses suffered as a result of a Correspondent Institutions' actions or omissions when processing the Telegraphic Transfer.

10.2.4 A Telegraphic Transfer may be affected indirectly or directly by the laws, acts, practices and policies of local or foreign governments to which apply at the beneficiary payee's jurisdictional location. You agree that we will not be held liable for any delay, mistake, act or omission which occurs in these circumstances.

10.2.5 You agree that we shall not be liable for indirect, incidental, consequential, special, or exemplary damages, loss of profit or business opportunity arising from any provision of services under these terms and conditions or in connection with any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line or system failure (even if we have been advised of the possibility of such damages). Except to the extent permitted by law, under no circumstances shall our liability to you or any third

party for any damages or losses of any kind, exceed the sum of:

a) the Australian Dollar value as of the transaction date of the relevant transaction(s), and

b) the amount of any fee or commission charged and collected by us in connection with the relevant transaction(s).

10.3 Compliance with law

10.3.1 You understand and agree that we and/or Convera and/or a Correspondent Institutions may disclose any transaction-related information in order to satisfy its legal obligations under applicable law, including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or otherwise as required by law or court order.

10.3.2 Upon request, you agree to provide any additional information that we may need to satisfy obligations arising under clause 10.3.1.

10.3.3 You understand, acknowledge and agree that all transactions, wherever originated, may be processed by Convera or Correspondent Institutions one or more of which may be located outside of Australia. As such, all transactions, wherever originated, shall be processed in accordance with the laws and regulations of the jurisdiction where the transaction is being processed, including but not limited to, those laws and regulations relating to anti-money laundering, anti-terrorism and foreign asset control.

10.4 Privacy and use of information

10.4.1 You agree that we may use and keep a record of the personal information we obtain from, collect about, and in relation to you:

- to consider your application;
- to consider any Telegraphic Transfer Instructions;
- to carry out any Telegraphic Transfer Instructions;
- to inform you of other products and services which may be

ours or those of a third party. If you do not want to receive this information, please contact our Privacy Officer (refer to our Privacy Policy at www.cairnsbank.com.au/australian-privacy-principles-a-guide-for-members for further details);

- for marketing purposes generally;
- to transfer to any related company of ours and to auditors and professional advisors of ours; and/or
- as required by law or regulatory authority.

10.4.2 If you do not provide the information we seek to collect from you, we may not be able to provide the Telegraphic Transfer Service.

10.4.3 We agree to keep confidential any information which you have provided to us except where disclosure of such information to a third party is necessary for the performance of any services provided to you in accordance with your Telegraphic Transfer Instructions (such as disclosure to Convera and to any Correspondent Institutions), is required by law, or is required to comply with a request from a regulatory authority. In providing these services, we may disclose your personal information to overseas recipients. The identity of those countries will depend on where the Telegraphic Transfer is directed.

10.4.4 The duty of confidentiality set out above will not extend to any information which:

- was rightly in our possession at the date it was disclosed by you;
- is after the date of disclosure acquired by us in good faith from an independent third party; or
- has in its entirety become public knowledge otherwise than in breach of these terms and conditions.

10.5 Convera Privacy Statement

10.5.1 Convera hold a separate Privacy Statement which also applies when using the Telegraphic Transfer system. Information can be found at https://www.convera.com/en-au/compliance-

legal/online-privacy-statement

11 Financial Claims Scheme

11.1.1 Cairns Bank Limited is an Authorised Deposit-taking Institution which is supervised by the Australian Prudential Regulation Authority.

Accordingly it is covered by the Financial Claims Scheme.

In accordance with the Corporations Regulations we advise that:

- Accountholders may be entitled to payment under the Financial Claims Scheme; and
- access to the scheme is subject to a limit for each depositor; and
- information about the scheme can be obtained from the APRA website at http://www.fcs.gov.au and the APRA hotline on 1300 558 849.

We look forward to helping you!

Cairns Penny Savings & Loans Limited T/AS Cairns Bank
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