

# Terms & Conditions Deposit Accounts & Electronic Banking

**Effective Date** 1 December 2018



# Contents

<b>Introduction</b>	<b>5</b>
Definitions	5
<b>Product Specific Terms and Conditions</b>	<b>6</b>
Application of these terms and conditions	6
Specific Terms and Conditions – Personal Savings and Transaction Accounts	7
Specific Terms and Conditions – Bonus Saver account	10
Specific Terms and Conditions – Business Savings and Transaction Accounts	11
Specific Terms and Conditions – Term Deposit Accounts	13
<b>General Banking Terms and Conditions</b>	<b>15</b>
Changes to fees and charges, interest rates and terms and conditions	15
Correspondence and statements	16
Tax and your account	17
Using your account	17
Accounts for under 18 year olds	18
Appointing a signatory to your account	18
Change of personal details	19
Inactive account	19
Closing your account	20
Overdrawing your account	20
Combining your accounts	21
Account freezing	21
Fees and charges	21
Visa Debit Card	21
Depositing cheques	22
Special clearance of cheque	23

Bank@Post™ deposit	23
Direct credits	23
Sweep facility	24
Electronic withdrawals	24
Branch withdrawals	24
Third Party branch withdrawals	24
Bank@Post withdrawals	24
Card Personal Identification Number (PIN)	25
MyState Bank corporate cheque	25
Recurring payment arrangements	25
Direct debit arrangements	25
Periodical/scheduled payment arrangements	26
Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Act 2006 obligations	26
Financial difficulty	27
Complaints and feedback	27
Privacy	28
ePayments Code	28
<b>Electronic Banking Terms and Conditions</b>	<b>29</b>
Online banking (internet and mobile banking)	29
Phone banking	30
Visa Debit Card or digital wallet	31
Security of your details	31
Liability	32
Mistaken payments	33
System malfunction	34
BPAY®	34
BPAY View special terms and conditions	39
Osko	41
PayID	46

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ABN 26 133 623 962

This document forms part of the disclosure information you will require prior to opening a Deposit Account (Savings, Transaction or Term Deposit Account) or related Payment Product.

The other documents you will require are:

- Fees and Charges for Deposit Accounts.
- Interest Rates for Personal Deposit Accounts or Interest Rates for Business Deposit Accounts

There are also separate Terms and Conditions for Visa Debit Card and Terms and Conditions for rediCARD PLUS.

You should read all these documents carefully and retain them for future reference. Copies of each of these documents are available from MyState Bank.

# Introduction

These terms and conditions explain your rights and our responsibilities to you as our customer when you access any of our deposit account products, including our no longer offered products.

You should read these terms and conditions before opening any deposit accounts to confirm you understand your rights and our responsibilities.

Once you have opened a deposit account with us this means that you agree to these terms and conditions.

These terms and conditions mention other documents which further explain our deposit accounts and should be read together. These documents are:

- Financial Services Guide;
- Privacy Policy;
- Fees & Charges for Deposit Accounts;
- Terms and Conditions for Visa Debit Card; and
- Interest rates:
  - Personal Deposit Accounts; and
  - Business Deposit Accounts.

You may also need to read:

- Terms and Conditions No Longer Offered Deposit Accounts;
- Fees & Charges No Longer Offered Deposit Accounts;
- Interest Rates No Longer Offered Deposit Accounts;
- Terms and Conditions for rediCARD PLUS; and
- Terms and Conditions Cheque Facility.

## Definitions

The following definitions apply when reading these terms and conditions.

- **We/us/our** is MyState Bank.
- **You/your/user.**

The customer or account owner and can be individuals or a business.

In the situation where there is more than one account owner and all account owners are required to sign with, you means all those account owners together.

In the situation where all account owners have authorised one or more individuals to operate the account with, you means the individual.

- **Business/working day** is a weekday other than a National Public Holiday.
- **Deposit account** is a personal or business deposit account or personal or business savings account or Term Deposit.
- **Overdraft** is an approved loan amount attached to your transaction account.
- **Loan Account** includes Personal, Home and Business loans.

## Product Specific Terms and Conditions

### 1. Application of these terms and conditions

These terms and conditions apply to and cover all Deposit Accounts and Payment Products offered by us, including but not limited to the following.

#### **Personal Savings and Transaction Accounts (including Line of Credit)**

- Everyday Account
- Glide Account
- Bonus Saver Account
- Special eSaver Account
- Christmas Account
- Access Assist Account
- Offset Account
- Cash on Hand Account
- Cash on Hand – Investment Account

#### **Term Deposit Accounts**

- Term Deposit
- Online Term Deposit
- Income Deposit

#### **Business Savings and Transaction Accounts**

- Everyday Business Account
- Everyday Agribusiness Account
- Premium Business Account
- Premium Agribusiness Account
- Business Online Saver
- Agribusiness Online Saver

## Payment Products

- Visa Debit Card (see also our separate Terms and Conditions for Visa Debit Card for full terms and conditions)
- rediCARD PLUS (no longer offered) (see also our separate Terms and Conditions for rediCARD PLUS for full terms and conditions)
- Direct credit
- Direct debit
- Phone Banking
- Internet and Mobile Banking
- Automatic Teller Machine (ATM)
- EFTPOS
- Payroll Deduction
- Quick Debit
- BPAY
- Cheque Facility

## 2. Specific Terms and Conditions – Personal Savings and Transaction Accounts

The following table(s) shows specific terms and conditions and related Payment Product information that apply to our range of offered Personal Savings and Transaction Accounts. These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet.

Savings and Transaction Accounts	Everyday	Glide	Bonus Saver	Special eSaver <sup>3</sup>	Access Assist <sup>1</sup>	Offset <sup>2</sup>	Christmas	Cash on Hand	Cash on Hand Investment <sup>7</sup>
Account available for Personal purposes only <sup>4</sup>	✓	✓	✓	✓	✓	✓	✓	✓	✗
Funds available at call	✓	✓	✓	✓	✓	✓	Funds available between 1 <sup>st</sup> working day in November and 15 January (without penalty)	✓	✓

Savings and Transaction Accounts	Everyday	Glide	Bonus Saver	Special eSaver <sup>3</sup>	Access Assist <sup>1</sup>	Offset <sup>2</sup>	Christmas	Cash on Hand	Cash on Hand Investment <sup>7</sup>
Access at MyState Bank branches	✓	✓ <sup>5</sup>	Cash Deposit and Transfer	✓ <sup>5</sup>	✓	✓	✓	✓	✓
Visa Debit/rediCARD PLUS <sup>8</sup>	✓	✓	✗	✗	✓	✓	✗	✓	✓
Cheque facility	✗	✗	✗	✗	✓	✓	✗	✓	✓
Phone and Internet Banking	✓	✓	✓	✓	✓	✓	✓	✓	✓
BPAY	✓	✓	✗	✓	✓	✓	✗	✓	✓
NPP Payments	✓	✓	Deposits only	✓	✓	✓	Deposits only	✓	✓
Periodical / scheduled payments	✓	✓	✗	✓	✓	✓	✗	✓	✓
Direct debits	✓	✓	✗	✗	✓	✓	✗	✓	✓
Direct credits	✓	✓	✓	✓	✓	✓	✓	✓	✓
Bank@Post at Australia Post outlets (subject to acceptance at individual outlets)	✓	✓	✗	✗	✓	✓	✗	✓	✓
No minimum balance or transaction amount	✓	✓	✓	✓	✓	✓	✓	✓	✓
Interest payable on credit balances <sup>6</sup>	✗	✗	✓	✓	✓	✗	✓	✗	✗
Interest offset 100% against nominated loan	✗	✗	✗	✗	✗	✓	✗	✗	✗
Interest payable last calendar day of each month and on closure	✗	✗	✓	✓	✓	✗	✗	✗	✗
Interest payable on 31 October and on closure	✗	✗	✗	✗	✗	✗	✓	✗	✗
Overdraft facility available (subject to standard overdraft assessment criteria)	✓	✓	✗	✗	✗	✗	✗	✓	✓



1. A Limit of one (1) Access Assist Account per customer applies.

Eligibility:

- You must be in receipt of a pension or allowance that is subject to Australian Government Deeming Rules and which is credited to the Access Assist Account or;
- Aged 55 years or older and be retired (a self-funded retiree);
- If there is more than one owner of an account, then each of the owners must meet the eligibility criteria;
- We may also require proof of account eligibility at any time;
- When you are no longer eligible for an Access Assist Account, we may transfer the account to another transaction account.

2. Offset Account:

- Can only be offset against our home loan products as determined from time to time and only if the account and the home loan are in the name(s) of the same person(s);
  - A maximum of one (1) Offset Account per home loan applies;
  - Credit interest won't accrue on the Offset Account even if the account balance is greater than the balance in the offset home loan or the home loan is repaid;
  - If the loan is repaid or renegotiated we recommend that you contact us to discuss suitable alternate transaction accounts;
  - We reserve the right to switch your offset account to an alternate transaction account in circumstances where there is no active eligible loan to link the offset account to. We will write to you in such an event within 7 days of the switch taking place.
3. Special eSaver Account maximum balance per customer is \$1,000,000.00 and may be changed by us.
  4. If an account is being used for business or investment purposes, we reserve the right to close the account and transfer it to an appropriate business account and the relevant business account fees will then apply.
  5. Branch deposits and withdrawals may be accepted at our discretion. Fees may apply.
  6. Subject to the tiered interest rate that applies to the account. For details, please refer to the Interest Rates for Personal Deposit Accounts.

7. Available for investment purposes only.
8. rediCARD PLUS no longer offered.

## **2.1 Specific Terms and Conditions – Bonus Saver Account**

These terms and conditions are in addition to the other terms and conditions set out in this booklet.

Linked account means the MyState Bank Everyday or MyState Bank Glide Account that your Bonus Saver Account is linked to.

### **Opening a Bonus Saver account**

- To open a Bonus Saver Account you will require a MyState Bank linked account;
- If you don't have a MyState Bank linked account at the time of opening your Bonus Saver Account, we will open one for you;
- The linked account and the Bonus Saver Account must be in the same names and you may only have one Bonus Saver Account;
- The Bonus Saver Account can be opened in a personal name however it can't be opened or operated on behalf of a deceased estate, for trustee purposes, superannuation or a business name;
- A Bonus Saver Account can be opened in one or two names; and
- You must be aged 13 years of age or over.

### **Operating a Bonus Saver Account**

- A Bonus Saver Account opened in two names means that either one of you can transact on your account including making deposits and withdrawals or closing the account;
- Only one Bonus Saver Account can be linked to your linked account and in the event that your linked account is closed, your Bonus Saver Account will need to be linked to an alternate eligible account or it will be closed.;
- Cheques, money orders or foreign currency cannot be deposited into your Bonus Saver Account;
- You may only transfer money from your Bonus Saver Account to another MyState Bank Account;
- Cash or cheques cannot be withdrawn from your Bonus Saver Account;
- If you do not transact on your Bonus Saver Account for 3 consecutive calendar months we may close your Bonus Saver Account and return any funds to you.

## Interest

- The current interest rates for your Bonus Saver Account are available at [mystate.com.au](http://mystate.com.au), in branch, or by calling us. The interest rate is variable and may change at any time.
- We may offer an additional variable rate of interest or bonus interest from time to time.
- The Bonus Interest rate can only be applied if you have a linked MyState Bank account. Bonus interest is applied on top of the base rate if the Bonus Saver account receives deposits totalling at least \$20 each month and five eligible Visa transactions are made and settled on your linked MyState Bank account in the same calendar month. Bonus interest is payable on balances up to \$150,000. The base rate of interest will be paid on the portion of any balance exceeding \$150,000.
- Eligible Visa transactions must be settled in the current month (not pending) and include; EFTPOS transactions (including Cash out), online purchases and in store purchases, regular card payments, payWave, Apple Pay, Google Pay™, Samsung Pay, Garmin Pay™ and Fitbit Pay™ transactions.

## 3. Specific Terms and Conditions – Business Savings and Transaction Accounts

The following table shows specific terms and conditions (and related Payment Products) that apply to our Business Savings and Transaction Accounts. These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet. If you are using a Visa Debit Card you should also refer to the separate *Terms and Conditions for Visa Debit Card*.

Business Savings and Transaction Accounts	Everyday Business	Everyday Agribusiness	Premium Business	Premium Agribusiness	Business Online Saver	Agribusiness Online Saver
Account available for business purposes only <sup>1</sup>	✓	✓	✓	✓	✓	✓
Access to account over the counter at MyState Bank branches	✓	✓	✓	✓	✗	✗
Access to account via Phone and Internet Banking only	✗	✗	✗	✗	✓	✓

<b>Business Savings and Transaction Accounts</b>	<b>Everyday Business</b>	<b>Everyday Agribusiness</b>	<b>Premium Business</b>	<b>Premium Agribusiness</b>	<b>Business Online Saver</b>	<b>Agribusiness Online Saver</b>
Transaction restrictions apply – funds only able to be transferred to/from another MyState Bank business account(s) held under the same customer number	X	X	X	X	✓	✓
Visa Debit Card	✓	✓	✓	✓	X	X
Access to ATM and EFTPOS facilities (if Visa Debit Card is held)	✓	✓	✓	✓	X	X
Cheque facility	✓	✓	✓	✓	X	X
Phone and Internet Banking	✓	✓	✓	✓	✓	✓
BPAY	✓	✓	✓	✓	X	X
NPP Payments	✓	✓	✓	✓	✓	✓
Periodical payments	✓	✓	✓	✓	X	X
Direct debits	✓	✓	✓	✓	X	X
Direct credits	✓	✓	✓	✓	✓	✓
Bank@Post available at Australia Post outlets (subject to acceptance at individual outlets)	✓	✓	✓	✓	X	X
Funds available at call	✓	✓	✓	✓	✓	✓
No minimum balance or transaction amount	✓	✓	✓	✓	✓	✓
Interest payable on credit balances, based on tiered interest rate structure	X	X	✓	✓	✓	✓
No interest payable on credit balances	✓	✓	X	X	X	X
Interest payable calculated on a daily balance (where applicable) and credited to account at end of month	X	X	✓	✓	✓	✓
Overdraft facility available (subject to standard overdraft assessment criteria)	✓	✓	✓	✓	X	X
Overdraft interest calculated on a daily balance (where applicable) and debited to account at end of month	✓	✓	✓	✓	X	X

1. We reserve the right to close the account if it is being used for personal or domestic purposes. In such instances the balance will be transferred to an appropriate personal account and (any) applicable personal account fees will then apply.

#### 4. Specific Terms and Conditions – Term Deposit Accounts

The following table shows specific terms and conditions for our range of Term Deposit Accounts. These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet.

Term Deposit Accounts	Regular Term Deposit	Online Term Deposit	Income Term Deposit
Minimum balance applies <sup>1</sup>	✓	✓	✓
Specific investment terms apply <sup>1</sup>	✓	✓	✓
Term Deposit Certificate issued at time of initial deposit, after additional deposits and/or withdrawals and at the time of maturity	✓	✓	✓
Term Deposit Certificate forms part of the terms and conditions for the account	✓	✓	✓
Term deposit fixed for term and interest rate specified in the certificate	✓	✓	✓
Term deposit can be added to during the term	✗	✗	✗
Interest calculated daily and paid at maturity (For terms 12 months or more interest is paid annually)	✓	✓	✗
Interest calculated daily and paid monthly, quarterly or annually	✗	✗	✓
Interest may be credited to a MyState Bank savings or transaction account or paid to another institution	✓	✓	✓
Interest may be compounded	✓	✓	✗
Withdrawal of deposit (or part thereof) prior to maturity is at the sole discretion of MyState Bank and is subject to terms <sup>2</sup>	✓	✓	✓
Maturity and interest payment instructions can be altered at any time during the term (up to the day before maturity)	✓	✓	✓
Term deposits automatically re-invest on maturity for the same term and conditions at the interest rate prevailing at that date	✓	✓	✓

Term Deposit Accounts	Regular Term Deposit	Online Term Deposit	Income Term Deposit
A 14 day grace period applies from maturity date in which term deposits can be altered without interest penalty	✓	✓	✓
Products may be withdrawn from offer at any time without prior notice <sup>3</sup>	✓	✓	✓
Additional terms and conditions apply <sup>4</sup>	✗	✓	✗

1. A minimum balance of \$5,000 is required. Online Term Deposits may offer select fixed terms, interest payment options and interest rates that vary from the Regular and Income Term Deposits.
2. The interest paid will be calculated at the lowest MyState Bank at call savings or transaction account interest rate prevailing at the time of redemption. In the event of early withdrawal due to death of the customer, interest is paid at the full interest rate. Early withdrawal termination values may be obtained by contacting us. With Income Term Deposit Accounts, in the event of insufficient interest being accrued at the time of redemption interest penalty, the deposit sum invested may be reduced by this figure at redemption.
3. If this occurs, existing term deposits will continue with the same terms and conditions until maturity at which time the customer(s) will be contacted with regards to options available. If we are unable to contact you, funds will be reinvested into an alternative product.
4. Additional Terms and Conditions for Online Term Deposits (personal customers only)
  - a. Online Term Deposits can only be opened for the following:
    - individual personal names (no company or trading names);
    - joint personal names with no more than two named parties (not trust accounts);
    - Australian residents with Australian addresses;
    - applicants over 18 years of age.
  - b. Application for an Online Term Deposit Account must be made through the application process at [mystate.com.au](http://mystate.com.au)
  - c. Following electronic confirmation of our acceptance of your Online Term Deposit Account application, you have 5 business days to transfer

the amount stated on your application into your Online Term Deposit.

- d. Transfers to your new Online Term Deposit Account can only be made using the BPAY instructions provided with confirmation of your successful application.
- e. The interest rate quoted at the time of the application will be honoured for 5 business days from the date of your successful Online Term Deposit Account application.
- f. If funds are not received within 5 business days of your successful application, your Online Term Deposit Account will automatically be closed.
- g. We will automatically return funds remitted by BPAY which are remitted to us outside of the 5 business day time period.
- h. Where we become aware of a BPAY delay resulting in funds being received outside of the 5 business day period, but within 7 business days of the date of application, we may proceed to apply funds in accordance with the application.
- i. Changes to the maturity instructions of these products, including requests relating to deposits or withdrawals, may only be made through secure email available within our Internet Banking facility.
- j. Interest payments, withdrawals or redemptions from an Online Term Deposit Account can only be paid to an account held with an Australian Financial Institution.
- k. Customers whose only account with us is an Online Term Deposit Account opened through mystate.com.au will need to have their identity verified.

## General Banking

# Terms and Conditions

### 1. Changes to fees and charges, interest rates and terms and conditions

We may change the terms and conditions, interest rates or fees on your account.

We will give you at least 30 days prior notice (longer if we are required to by law or any code we subscribe to) if we:

- change the way we calculate interest;
- change the frequency of crediting interest;

- change the balance range to which an interest rate applies;
- increase your liability for losses in relation to transactions made using internet banking, phone banking, or staff assisted banking;
- introduce a new fee or charge; or
- increase a fee or charge.

We will tell you all other changes (including any interest rate changes to your account) no later than the day the change takes effect. We will tell you by either:

- writing to you; or
- advertising in a national or local newspaper; or
- giving you notice in another manner allowed by law.

If your account is a joint account, you agree that the first person named on the application will receive written correspondence from us. This means that only one piece of correspondence may be sent for your account.

There may be times that we don't give advance notice of:

- the reduction or cancellation of daily limits for cash withdrawals, purchases and transfers using electronic and phone banking by you; or
- other changes to terms and conditions that are required to immediately restore or maintain the security of our systems or your account.

## 2. Correspondence and statements

We will provide account statements, correspondence and documents regarding your account to you.

We can send statements, correspondence and documents:

- to an address you have advised us of;
- to an address that we believe is your current postal or residential address;
- to your nominated email address, electronic device; or
- by making information available to you on our website.

We'll send you a statement at least every six months, unless you request it to be more frequent. In the case you have an overdraft on your account your statement will be sent monthly.

You should check your statement as soon as you receive it to ensure that all transactions are correct. If there are any transactions you're unsure of please let us know immediately.

If you have a joint account, we'll send one statement noting all joint account holders to the first person named on the account or each account holder a statement. If you prefer a statement per account holder, please ask us.

You can request for a copy of a statement via internet banking at any time or by contacting us. A fee may apply.



### 3. Tax and your account

Any interest earned on your account must be declared to the Australian Taxation Office (ATO) for income tax purposes. Providing us with your Tax File Number (TFN) is not compulsory, but if you choose not to and you earn interest, we are required to withhold a portion of interest earned. The withholding tax rate is set by the Federal Government and may vary at any time.

Each time you open an account with us we will ask if you wish to provide your TFN, TFN exemption and if your account is a business account, your Australian Business Number (ABN).

#### Foreign Tax

Each time you open an account with us we will ask you whether you are a foreign resident for tax purposes, this determines whether or not you are required to lodge a tax return in another country. If so, we require your Tax Identification Number (TIN).

We provide this information to the Australian Taxation Office (ATO), and the ATO may exchange this information with other relevant foreign tax authorities.

If your residency status changes at any stage you need to inform us as soon as possible.

### 4. Using your account

Depending on the type of account you have opened or the instructions you gave us, your account will be used in one of the following ways:

#### Single or either to sign

Any use of your account can be completed by one person, including deposits, withdrawals and closing the account.

Either to sign applies when you and the other joint account owner/s do not specify that the account is more than one to sign. Ownership and responsibility of the joint account is shared equally.

#### More than one to sign

Authorisation is required by more than one account owner on all transactions and requests.

Debit cards cannot be linked where more than one account owner is required.

This type of operation can be decided when the account is opened or an account owner can request this at any time by contacting us.

#### Business operation

Business structures we can open accounts for include, but not limited to:

- Sole traders;
- Companies & Partnerships;

- Trusts;
- Self-Managed Super Funds;
- Government Bodies; and
- Clubs & Associations.

All business accounts can be operated by either to sign or more than one to sign. In the case of a Club or Association, we recommend that these accounts be operated as more than one to sign. However, this is by choice of the Club or Association members.

## 5. Accounts for under 18 year olds

We have two options on how you can open an account for someone under 18 years old. These are as follows:

### **Parent/Guardians name on behalf of the child's name**

- The legal owner of the account is the Parent/Guardian, therefore they accept all liabilities and responsibilities of the account including tax obligations.
- The child who the account is on behalf of cannot access the account at any stage.
- The account will be charged the standard fees for an adult account.
- As the account is only on behalf of the child we cannot accept cheques written in the name of the child.
- Cheque books and overdraft facilities are not available.

### **In the child's name**

- If you're younger than 13, your account can only be operated by your parent or guardian unless we receive permission for you to use it.
- The legal owner of the account is the child, however until the child is 13 years old the Parent/Guardian will be linked to the account as a signatory and accepts all liability and responsibility for the account.
- Once the child is 13 years or older we can open an account without their Parent/Guardian if we believe they understand the liabilities and responsibilities of using an account and has the option to add or remove the signatories to the account.

If you're under 18, where permitted by law, we may allow any Parent/Guardian to act on your behalf in relation to your account.

## 6. Appointing a signatory to your account

You can request us to allow another person to operate your account as an account signatory at any time.

A signatory can:

- sign cheques;
- make withdrawals;
- change Term Deposit instructions;
- set up periodical/scheduled payments;
- set up Direct Debits;
- request Bank Cheques;
- only access the account where they have been appointed as signatory;
- have access to account statements on request which includes your address and account number; and
- access the account via online banking.

But a signatory cannot:

- change your personal details, i.e. address or contact details;
- add any further signatories;
- change the number of people to sign on the account i.e. make 2 to sign; or
- close your account.

We do not make any enquiries of a request made by a signatory and we are not liable for any loss or damage as a result of acting on a signatory instruction.

The signatory authority ends when you pass away.

## **7. Change of personal details**

If any of your personal details change, such as your address, phone number or email address, you must let us know as soon as possible.

If you change your address where we issue statements and notices regarding your account and do not tell us, we may continue to send these to the most recent address we hold for you.

### **Change of name**

If you change your name, you will need to provide supporting documentation including documentation that is issued by an Australian State or Territory (Registry of Births, Deaths and Marriages).

## **8. Inactive account**

A deposit account is considered inactive after 12 months without a transaction. Fees may apply. To reactivate an account you simply need to transact on the account.

If a deposit account has a positive balance and remains inactive after 7 years, we'll transfer the balance to the Commonwealth Government's unclaimed moneys fund. This

excludes Term Deposits and account holders aged under 18 years old. You will then need to apply to have this money returned to you by applying to the Australian Securities and Investments Commission (ASIC). Visit [moneysmart.gov.au](http://moneysmart.gov.au) for more information.

However, if your deposit account has a negative or zero balance we reserve the right to close your account.

## 9. Closing your account

You may close your account at any time upon request. If your account is joint, and is single or either to sign we will take instruction from one of you. To close an account please contact us.

We may close your account:

- if we believe you have given us false or misleading information when opening your account;
- where you have failed to comply with the terms and conditions;
- if we believe you are breaching a law;
- where we believe use of your account may cause you or us loss;
- if the account is inactive, has a negative or zero balance; or
- out of a duty of care for our staff and customers.

If we close your account we will, if appropriate give you reasonable notice of this occurring. If your account has a credit balance, we will return the money to you.

Fees for closing an account may apply.

When an account is closed you must cancel any debits or credits to the account and destroy any cards. You are liable for transactions on your account after the account is closed.

## 10. Overdrawing your account

Your account must have sufficient money available where you have payments set to leave your account, such as direct debits or cheques to be paid. If insufficient money is available we may overdraw your account or the payment may be dishonoured. If a payment is dishonoured, a fee will apply.

If overdrawing does occur a fee may apply and debit interest will be charged to the account on the last working day of the month, as per the *Unarranged Borrowing Rate* refer to our *Interest Rates for Personal and Household Lending* or *Interest Rates for Business Lending*.

Any transfers or deposits made to the account once overdrawn will reduce or clear the debit balance owed on the account.

## 11. Combining your accounts

If your account is overdrawn or you have overdue payments on a loan account and you have money in another account, we may transfer money from this account to cover the outstanding amount.

We will advise you of this occurring and this is viewable through online banking.

## 12. Account freezing

Account freezing means we may place a freeze on one or all of your accounts in regard to deposits or withdrawals. We may apply a freeze on part or all of your balance.

We can freeze your account if:

- we suspect someone else is accessing your money without your knowledge;
- we don't receive enough identification from you;
- we believe you are breaching a law;
- we are ordered by a court order;
- we are notified of bankruptcy;
- you have received money incorrectly or which is currently under dispute;
- you have overdue payments on your loan account; or
- at any other time at our discretion.

You can enquire as to why your account is frozen by contacting us.

## 13. Fees and charges

You agree to pay all fees and charges regarding your deposit account as per the Fees and Charges for Deposit Accounts. Our fees and charges brochure sets out all fees for your deposit account and when they'll be charged.

Any failure by us to charge a fee does not imply that this fee will be waived in the future.

We may debit your accounts with any government taxes, duties or charges which may be imposed from time to time.

We will notify you in writing of the introduction or variation of a Government charge payable directly or indirectly by you, unless it is published by a government agency or representative body.

## 14. Visa Debit Card

Your deposit account may allow you to hold a Visa Debit Card to electronically access your account, depending on the product type. Please refer to *Terms and Conditions* for Visa Debit Card.

A card may also be issued to an account signatory at your request, as long as the account isn't more than one to sign.

All cards can be cancelled at any time.

## 15. Depositing cheques

If your account allows cheque deposits, it is at our discretion as to whether we accept it.

All cheques deposited are subject to clearance days, we will advise you of what the clearance days are at the time of your deposit.

### Australian dollar cheques

Australian Dollar cheques typically take 3 to 7 working days to clear into your account. Always check your balance to confirm the money has cleared prior to attempting to spend the money received from a cheque deposit.

A cheque can still be dishonoured after 7 working days, if this occurs and it overdraws your account you are responsible for this overdrawn balance.

We may not accept cheques which are more than 15 months old or are post-dated.

We are not liable for deposited cheques that are dishonoured by the drawees bank's individual terms and conditions. If this occurs, fees will apply.

### Foreign currency cheques

Foreign cheque deposits are repurchased via Western Union Business Solutions Australia Pty Ltd (WUBS).

All foreign currency cheques are subject to acceptance and we or WUBS may choose not to accept any cheque, at any time. Examples of this would be if the cheque was more than three (3) months old, or if it was post-dated. Items negotiated through us are not valid until they have been received and checked by WUBS. If the cheque is refused, it will be returned to you.

Foreign currency cheques less than AUD\$2,000 will be converted at the exchange rate applicable at the time you present the cheque for us to deposit. Money will be available in your account once the clearance period expires.

Foreign currency cheques greater than AUD\$2,000 will not have an Australian amount confirmed until the money has been received by WUBS from the payer's bank. Money will be available in your account once sent to us from WUBS.

It takes a minimum of 35 working days to clear a foreign currency cheque but could take longer.

A foreign cheque can still be dishonoured after 35 days, if this occurs and it overdraws your account you are responsible for this overdrawn balance.

Always check your balance to confirm the money has cleared prior to spending the money received from a foreign cheque deposit.

Foreign currency cheques must be written out to the same name as the account the cheque is being deposited to, and the foreign currency type must match the country that the cheque is issued from eg. A US dollar cheque must be drawn from a US bank.

Fees apply.

## 16. Special clearance of cheque

If you would like a cheque cleared quickly into your account you can request special clearance. This must be requested at the time you deposit the cheque.

This service is not offered on cheque deposits made via Bank@Post.

When we request special clearance we request early clearance from the bank where the cheque originated from. We cannot promise that requesting special clearance on your cheque will be completed any sooner than standard clearance days.

Fees may apply.

## 17. Bank@Post deposit

Deposits can be made at any Australia Post outlet throughout Australia, where the outlet accepts them and your product type allows. Deposit limits may apply.

To make deposits via this channel you must have a Visa Debit Card which requires the PIN to be entered.

Money from any cheque deposits will not be available until the cheque has cleared, this may take 7 working days.

This is not a guarantee that after 7 days you can safely regard the cheque as having been honoured.

## 18. Direct credits

Your account may allow for direct credits to be received, refer to the product specific section of this booklet to confirm whether your account is eligible. You can alter or cancel existing direct credit authorities at any time by advising the crediting organisation.

Direct credits to accounts may be returned to the sending bank if:

- the money is recalled by the sending bank as you weren't the intended recipient; or
- transfer details are invalid or have been made in error.

We do not accept liability for a direct credit being returned due to an incorrect account number by the sending bank. We may reverse a direct credit without your consent if we for any reason do not believe you are the rightful recipient.

The account name does not form part of the payment instructions and the name will be disregarded in receiving or sending a direct credit.

Fees may apply.

## **19. Sweep facility**

The Sweep Facility is an automated transfer to move money between your nominated accounts to maintain a minimum balance of at least \$500.

If your balance at the end of any working day is below the minimum balance, we will automatically transfer the amount required from the nominated account as long as there is sufficient money available in the nominated account.

This automatic transfer may not be activated due to the debit of fees and charges including government taxes. It is your responsibility to ensure that money is available as we do not accept responsibility or liability should we refuse to make such a transfer.

You can cancel this request at any time by contacting us.

Fees may apply.

## **20. Electronic withdrawals**

An electronic withdrawal is a withdrawal using the card linked to your account. This includes, but not limited to: ATM, EFTPOS, PayWave, Apple Pay, Google Pay, Samsung Pay, Garmin Pay, Fitbit Pay and Bank@Post. It also includes transactions completed using online banking.

Daily limits to these services and fees may apply.

## **21. Branch withdrawals**

If your account allows branch withdrawals.

We will request identification from you.

If we decide that the identification you provide us isn't sufficient we may decline your withdrawal request.

There may be a daily limit on the withdrawal amount, and if so we will advise you of this at the time of the withdrawal.

Fees may apply.

## **22. Third Party branch withdrawals**

You can authorise someone, other than a signatory, to complete a one off withdrawal on your account.

At our discretion, we may allow this so long as the third party can be identified and you have authorised this to occur in writing.

## **23. Bank@Post withdrawals**

Cash withdrawals can be made at any Australia Post outlet where the outlet accepts them and your product type allows.

Daily withdrawal limits apply.



To make withdrawals you must have a Visa Debit Card which requires the PIN to be entered.

Cheque withdrawals are not available.

Fees will apply.

## **24. Card Personal Identification Number (PIN)**

Your PIN is your electronic signature. It allows you to access your account through, but not limited to an ATM, EFTPOS, Visa PayWave where required or Bank@Post.

### **Changing your PIN**

If you would like to change your PIN, you can do so via online banking, or by taking your card and identification to any of our MyState Bank branches.

If you have forgotten your PIN and would like to select a new one, you can do so by taking your card and identification to any of our MyState Bank branches.

When choosing your new PIN, you must not select an obvious number, one that may be found in your purse or wallet, or one that can be guessed by someone else (such as your date of birth, your driver's licence number or any part of your customer or account number).

## **25. MyState Bank Corporate cheque**

If your account allows you can request a corporate cheque to be drawn on your account to pay a person, business or organisation that you nominate to us.

We may refuse to complete a corporate cheque withdrawal at our discretion.

You can cancel the cheque if it has been lost or stolen by contacting us.

Fees may apply.

## **26. Recurring payment arrangements**

You can make a Recurring Payment arrangement between you as a cardholder, and a service provider, to allow regular payments from your card number (as opposed to BSB and account number).

All changes or cancellations to this arrangement must be completed with the service provider as soon as possible prior to the next payment. Changes include where your card number or card expiry date has changed.

Closing your card will not automatically stop any further recurring payment arrangements being attempted.

Fees may apply.

## **27. Direct Debit arrangements**

If your account allows, you can set up a direct debit which is an automatic transaction that transfers money from your

account to another using your BSB and account number. This is an arrangement which you agree to with a service provider and we complete on your behalf.

We will accept all direct debits on the account, provided the amount does not exceed your available balance.

We are not liable for any loss from not acting as requested under this authority.

Fees may apply.

### **Cancelling your direct debit**

You can request us to cancel a direct debit on your behalf. We will block the previously used details of the service provider to prevent future amounts being debited by the same service provider.

This is not always a guarantee to stop all payments in the future and is best that you also try to cancel the direct debit with the service provider.

## **28. Periodical/scheduled payment arrangements**

If your account allows, you can request us to complete a periodical/scheduled payment from your account on your behalf. This is a regular payment from your account to another account.

We will process all payments on the account provided the amount does not exceed your available balance or daily transaction limits. Periodical/scheduled payments include future dated or recurring BPAY payments.

All changes or cancellations of these payments must occur prior to the next payment due date.

We are not liable for any loss from not acting as requested under this authority.

Fees may apply

## **29. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Act 2006 obligations**

We must follow the AML/CTF requirements when we identify you, to report certain transaction types, and ensure we identify any money laundering or terrorism financing.

So that we can meet these requirements we may ask you:

- to provide identification or any information as requested by us to provide you with a product or service, and if we do not receive this we may choose to decline your request;
- that you are acting on your own behalf in entering into any product or service provided by us, unless you have told us otherwise;

- that we may share some or all of this information with third parties;
- that we may delay, block, freeze or refuse a request if we believe that processing the request may breach a law in Australia or any other country; and
- that we will not be liable to you if we delay, block, freeze or refuse to process a request if we believe it will breach any laws.

### **30. Financial difficulty**

You should always contact us promptly if you are in financial difficulty and are repaying a loan or have an overdraft with us. We can work with you to find an appropriate solution no matter how hard your situation seems.

### **31. Complaints and feedback**

We take your feedback seriously and aim to provide simple, easy to use and trustworthy services to our customers.

We see your complaint or feedback as an opportunity to not only resolve the matter for you, but as a way to improve the way we do things.

#### **Make a complaint or provide feedback**

You can advise us of your complaint or provide feedback by:

- calling us – 138 001 (between 8:00am and 6:00pm Monday to Friday and 9:00am to 1:00pm on Saturdays, except on public holidays);
- using the online form at [mystate.com.au](http://mystate.com.au);
- email us – ([mycomplaint@mystate.com.au](mailto:mycomplaint@mystate.com.au));
- visit your local branch; or
- write to us (Complaints & Feedback, GPO Box 1274, Hobart Tasmania 7001).

#### **Details of your complaint or feedback**

So that we can resolve your complaint as quickly as possible, it is important that you provide us with as much information as possible. This includes details such as:

- your customer number and name;
- contact details – preferred contact method; if by phone advise the best times to reach you;
- complaint or feedback information – what is your complaint or feedback about and when did it happen; and
- resolution – how would you like the matter resolved.

#### **Timeframes**

We will try our best to resolve the complaint for you on the spot, and in most cases we can. If we can't we will:

- keep you up to date on our investigation and progress;
- work to resolve your complaint within 21 days of receiving it from you;
- let you know if we need more information or more time to investigate; and
- provide you with final resolution within 45 days – if not we will inform you of the reasons for delay.

If we request further information from you to help us resolve your complaint and you do not respond, we may consider the matter resolved. However, if you provide information at a later date we will reopen the complaint and continue to work on a resolution for you.

### **Other options**

If you are not satisfied with our initial response, you can request for your complaint to be reviewed by our Customer Advocate. Our Customer Advocate's role is to act as independently as possible and to make sure that your complaint was handled fairly.

#### **Customer Advocate Review**

**Phone** 138 001

**Email** customeradvocate@mystate.com.au

**Post** GPO Box 1274, Hobart TAS 7001

MyState Bank is a member of the Australian Financial Complaints Authority (AFCA). AFCA is an external dispute resolution body that deal with complaints regarding the financial services industry.

#### **Australian Financial Complaints Authority**

**Online:** [www.afca.org.au](http://www.afca.org.au)

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678

**Mail:** Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

## **32. Privacy**

We are bound by the Australian Privacy Principles under the *Privacy Act 1988 (Cth)* and the privacy and confidentiality of your personal information is important to us.

Our Privacy Policy outlines how we deal with your personal information, including the purpose for which we collect, hold, use and disclose your personal information, as well as our legal obligations and rights as to that information.

## **33. ePayments Code**

The ePayments Code regulates electronic payments, including, but not limited to, ATM, EFTPOS, debit card transactions, online payments, online banking and some elements of BPAY.

The ePayments Code is administered by the Australian Securities and Investments Commission (ASIC). Information on the ePayments Code is available at [www.asic.gov.au](http://www.asic.gov.au).

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

# Electronic Banking Terms and Conditions

## Introduction

This section details the terms and conditions which apply to your account when you use any of our electronic services. These services include, but not limited to:

- Online banking - internet/mobile;
- Phone banking;
- Transactions using your Visa Debit Card or digital wallet.

It also covers services that are offered via these channels, but not limited to:

- BPAY;
- Osko;
- PayID;
- Periodical/scheduled payment arrangements.

They also cover the transactions which you are liable for in the event that a loss occurs.

By using any of these services you accept these terms and conditions.

## 1. Online banking (Internet and mobile banking)

Online banking includes our internet and mobile banking services.

Online banking is available to all customers. We offer a personal and a business internet banking platform. Some of these services within our online banking require a text message security code to be entered to complete the transaction.

### Personal internet banking

The following is available through our internet banking, but not limited to:

- Account balance;
- Transaction history;
- eStatements
- BPAY;
- Transfer money between internal and external accounts;

- Card management;
- Set up PayID;
- Redraw from your loan to an account with us;
- Securely message us;
- Limit management; and
- Update personal details.

### **Business internet banking**

The following is available through our Business internet banking, but not limited to:

- Account balance;
- Transaction history;
- eStatements;
- BPAY;
- Transfer money between internal and external accounts;
- Card management;
- Set up PayID;
- Redraw from your loan to an account with us;
- Securely message us;
- Manage delegated users; and
- Two to sign account functionality.

### **Mobile banking**

The following is available through our mobile banking to our personal customers only, but not limited to:

- Account balance;
- Transaction history;
- BPAY;
- Transfer money between internal and external accounts;
- Card management;
- Set up PayID;
- Limit management; and
- Balance peek.

### **How to register for our online banking**

Call our Customer Care team or visit a MyState Bank branch.

## **2. Phone Banking**

Phone banking is our automated phone service to access your accounts. You will need your customer number and your access number.

The following services are available, but not limited to:

- Account balance;

- Obtain last 10 transactions;
- Request a statement;
- Activate your card;
- BPAY;
- Transfer money between your accounts; and
- Transfer money to another MyState Bank customer.

### **How to register for our phone banking**

Call our Customer Care team or visit a MyState Bank branch.

### **3. Visa Debit Card or digital wallet**

If your account allows, you may link a Visa Debit Card to a digital wallet. You must read and accept the Digital Wallet Terms of Use prior to transaction on your digital wallet.

Digital wallet payments include, but are not limited to:

- Apple Pay
- Samsung Pay
- Google Pay
- Fitbit Pay
- Garmin Pay

### **4. Security of your details**

It is important that you keep any details to access your account via our electronic services safe and secure at all times.

We recommend that your access details do not relate to:

- your name;
- date of birth;
- phone number;
- names of friends or family; and
- your customer number.

To keep your details safe do not:

- tell anyone;
- write them down;
- allow anyone to see you enter them; and
- store biometrics of anyone else (e.g. fingerprint and face) on your device.

We recommend you change your details at least every six months, or anytime you suspect your password security has been breached.

If you suspect someone is aware of your details to access your account, advise us as soon as possible. If you do not tell us, your possible loss from unauthorised transactions may increase.

## 5. Liability

This section applies to unauthorised transactions made by someone without your consent.

### **When you are not liable for loss**

You will not be liable for loss in the following situations:

- Fraud or negligence by one of our employees, agent, third party involved in networking arrangements or a merchant;
- Card forgery, information that should be kept secure, faulty, expired or cancelled;
- A transaction that occurred before you received your card;
- A transaction being debited from your account more than once in error;
- Unauthorised transaction after we have been advised that your security has been breached.

You will not be liable for loss arising from a transaction where it is clear that you have not contributed to the loss.

### **When you are liable for loss**

Where we can prove that you contributed to the loss through fraud or breach of the security of your details your account you may be liable for the loss.

You will be liable:

- in full for the actual losses that occur before the loss, theft or misuse of security is reported to us;
- for losses arising from unauthorised transaction that occur because you contributed by leaving your card in an ATM; and
- where we can prove that you contributed to the losses by:
  - delaying the reporting to us of misuse, loss or theft; or
  - breaching the security of your details.

You will not be liable for the portions of losses:

- incurred on any one day that exceeds any applicable daily transaction limit; or
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the balance on the service, including any pre-arranged credit.

### **Other situation – limited liability**

There are situations where you are liable for the loss but not the full amount. You may be held liable for the least of:

- \$150; or



- the balance of the account, including any pre-arranged credit, from which the money was transferred; or
- the actual loss at the time that we are notified that security of your account has been breached (lost, stolen or used without permission) excluding the amount of loss which exceeds any relevant daily transaction limits.

## 6. Mistaken Payments

A mistaken payment is a payment made through our electronic or phone banking services, these include:

- a 'Pay Anyone' via electronic banking – use of wrong details including PayID; and
- BPAY – incorrect details.

We cannot guarantee the return of mistaken payments, and will process requests on a best endeavours basis. It may not be possible to recover money from an unintended recipient.

### Identified a mistaken payment

- Where you identify that a mistaken payment has occurred, you must report this to us as soon as possible, either via phone, secure message through internet banking or at your nearest branch.
- We will investigate whether or not a mistaken payment has occurred. We may require you to provide documentary evidence or information in support of your mistaken payment claim.
- Where a mistaken payment claim is valid, we will lodge a request for the return of the money from the receiving financial institution or organisation.
- We will provide you with a written notice that sets out the results of the investigation into your mistaken payment report within 30 days of the date of you reporting the mistaken payment.
- Recovered money will only be credited to your account upon return from the receiving financial institution/organisation.

### Received a mistaken payment

- Where we receive notification of a mistaken payment into your account, we reserve the right to place a freeze on the disputed money without notice to you.
- On receiving a request for return of a mistaken payment, we will investigate whether a mistake has occurred.
- During our investigation, we may request you to provide evidence of your right to keep the money.

The fact that your account has been credited does not prove that you are entitled to keep the money.

- If the money is disputed within 10 days of the transaction, and we are satisfied that a mistaken payment has occurred, where sufficient money is available we will return the money to the sending party.
- If the money is disputed between 10 days and 7 months of the transaction, we will notify you that we will withdraw the money and return it to the sender unless you can prove your right to the money within 10 business days of our notification of the mistaken payment to you. Failure to prove this will result in the money being returned.
- If the disputed transaction is reported more than 7 months after the date of the transaction, we will seek your consent to return the money to the sending party.
- Where we and the sending party are satisfied that a mistaken payment has occurred and there is insufficient money available to return the full value of the mistaken payment, we will use reasonable endeavours to retrieve the money from you, including but not limited to arranging a repayment plan.
- Where the unintended recipient of a mistaken internet payment is receiving income support payments from Centrelink and insufficient money is available to return the money to the sending party in full, the Code of Operation for Centrelink Direct Credit Payment will apply.

## 7. System Malfunction

We will make every effort to have our services available to you 24 hours a day, 7 days a week but there may be times where they are partially or fully interrupted due to circumstances outside our control.

We will not be liable to you for any loss caused by the services not working as they should if you were aware, or should have been aware, that the services were unavailable for use or were not working as they should.

We will take reasonable steps to correct the errors in your account and to refund any fees which would not have been charged to you if the system was working as it should.

It is your responsibility to use other methods of access if for any reason you are unable to use our services.

## 8. BPAY

We are a member of BPAY, but if this changes we will advise you. BPAY is an easy way to pay your bills 24 hours a day, 7 days a week via our online or phone banking.

Bills which you can pay using BPAY display the BPAY symbol and include a Biller code and a reference number to complete the payment. We will attempt to make requested payments promptly.

## Definitions

- Banking Business Day – means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;
- BPAY Pty Ltd – means BPAY Pty Limited;  
ABN 69 079 137 518;  
PO Box 1083 North Sydney NSW 2059;  
Phone (02) 9922 3511;
- CUSCAL – means Cuscal Limited;
- Cut Off Time – means the time your payment instructions must be received by us in order for these instructions to be processed that day by BPAY.

## Security breaches

You must tell us promptly if:

- your online or phone banking has been accessed by someone other than yourself;
- you become aware of any delays or mistakes in processing your BPAY Payment;
- you did not authorise a BPAY Payment that has been made from your Account; or
- you think that you have been fraudulently persuaded to make a BPAY Payment.

## Using BPAY

You acknowledge that we are not required to process a BPAY Payment if you do not give us all the information needed or if any of the information you give us is inaccurate.

We will debit the amount of each BPAY Payment and any applicable fees to your account from which the relevant BPAY Payment is made.

If you instruct us to make any BPAY Payment, but close your account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.

You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to use BPAY.

You acknowledge that the receipt by a Biller of a mistaken payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

## Processing of BPAY payments

Once a BPAY Payment request has been made using valid details, it is irreversible except for future-dated/scheduled payments.

You should notify us immediately if you think that you have made a mistake when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your account.

A BPAY Payment is treated as received by the Biller to whom it is sent:

- on the date you request us to make it, if we receive your this request by the Cut Off Time on a Banking Business Day; or
- on the next Banking Business Day after you request us to make it.

A delay may occur processing a BPAY Payment if:

- there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
- you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day; or
- a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

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

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

You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:

- the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
- the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.

## Future-dated/recurring payments

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

- you are responsible for maintaining enough money to cover all future-dated or recurring BPAY Payments

(and any other debits) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose;

- if there is insufficient money, the BPAY Payment will not be made and you may be charged a dishonour fee;
- you are responsible for checking your account to make sure the future-dated or recurring payment is made correctly;
- you should contact us if there are any questions or problems with your future-dated or recurring BPAY payment; and
- if you wish to delete a future-dated or recurring payment you must do so prior to the due date. You cannot stop the BPAY Payment on or after that date.

### **BPAY transaction limits**

We may limit the amount of BPAY Payments you may make on any one day.

If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly.

We will advise you of any transaction amount or type limits if they apply.

### **Refusing BPAY payment directions**

You acknowledge and agree that:

- we may refuse, for any reason, to complete a BPAY payment you request us made via BPAY; and
- we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

### **Reversals and chargebacks**

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

### **Consequential damage**

If this sub-clause is inconsistent with any applicable law or code or practice, then it will only apply to the extent that it is not inconsistent.

If you act fraudulently or negligently or if you do not meet your obligations under the BPAY Terms and Conditions then you agree that you indemnify us against any financial loss including for any action taken against us.

If you notice an unauthorised transaction on your account, then you should provide us with written consent addressed

to the biller permitting us to obtain information. If you don't provide this, then the Biller may not be permitted under law to disclose it.

Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code.

If we fail to observe these procedures or the requirements of the ePayments Code when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

### **Changes to terms and conditions**

We may change these BPAY Terms and Conditions and BPAY fees and charges from time to time.

Refer to Section Notices and Statements and Section Changes to Fees and Charges, Interest Rates and Terms and Conditions.

BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we have the right to change these Terms and Conditions accordingly.

### **Cancellation of BPAY access**

You may cancel your access to BPAY only by cancelling your access to Phone and online banking. You may cancel your access at any time by contacting us.

We may immediately suspend your access to BPAY at any time for security reasons or if you breach these Terms and Conditions or the Terms and Conditions of your account.

We may cancel your access to BPAY for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellation.

Your access to BPAY will be terminated when:

- we notify you that your online or phone banking has been cancelled; or
- you close the last of your accounts with us which has BPAY access.

### **Privacy**

We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments and your use of BPAY View.

If you register to use BPAY and BPAY View, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:

- Billers nominated by you;

- BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
- CUSCAL.

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

### **Miscellaneous**

These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the Terms and Conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms applicable to any of your Accounts or Access Methods these BPAY Terms and Conditions will prevail.

When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with us.

## **9. BPAY View special terms and conditions**

BPAY View is an arrangement where you can receive or access bills electronically from participating Billers nominated by you. You can access these by opening an email sent to you whenever a bill or statement is received by us with a link to our website or by accessing our website.

You need to register to use BPAY View, you can do this by logging into online banking. By registering to BPAY View you agree to us sharing information required with participating Billers so that you can receive bills and statements electronically.

If you register with BPAY View, you:

- agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement; and
- agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purpose of this we are the agent, for each Biller nominated by you.

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

- at your request to a Biller;
- if you or a Biller de-register from BPAY View;
- if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;

- if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- if we are aware that you are unable to access your email or our website or a link to a bill or statement for any reason; or
- if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.

You agree that when using BPAY View:

- if you received an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - at the email address nominated by you.
- bills and statements delivered to you remain accessible through our website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- you will contact the Biller direct if you have any queries in relation to bills or statements.

You must:

- check your email at least weekly;
- tell us if your contact details (including email address) change;
- tell us if you are unable to access your email or our website or a link to a bill or statement for any reason; and
- ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).

### **BPAY View billing errors**

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;



- giving you a bill if you have unsuccessfully attempted to reregister from BPAY View.
- You agree that if a billing error occurs:
  - you must immediately take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
  - the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any late payment as a result of the billing error.
- You agree that you are responsible for a billing error if the billing error occurs as a result of an act or error by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

## 10. Osko

We subscribe to Osko under the BPAY Scheme. We offer the Service 1 Payment which allows you to make and receive Osko payments in near real time. We offer Osko payments through online banking if your product type allows. Osko can be used to transfer to and receive money from other PayID and Osko enabled accounts within Australia.

We will tell you if, for any reason, we are no longer able to offer you Osko. If we are no longer able to offer you Osko, you will not be able to send or receive Osko payments through us.

### How to use Osko

When you request an Osko Payment you must tell us the PayID or the BSB and account number your payment is to be directed to, the amount to be paid and the account from which the amount is to be paid.

You acknowledge that we are not required to complete an Osko payment if you do not give us all the information required or if any of the information you give us is inaccurate.

We will debit the value of each Osko payment and any applicable fees to the account from which the Osko payment is made.

If you request us to make any Osko payment, but close the account to be debited before the Osko payment is processed, you will remain liable for any dishonour fees incurred in respect of that Osko payment.

You acknowledge that third party organisations (such as other financial institutions) may impose additional restrictions on your access to and use of Osko.

You acknowledge that the receipt by a payee of a mistaken or incorrect payment does not mean that under any circumstances part or whole satisfaction of any underlying debt owed between you and that payee.

### **Transaction limits**

We may limit the value of Osko payments you can make on any one day. These limits may be different from limits that apply to other payment types.

### **PayID**

Making and Receiving Osko Payments using PayID

- When you direct an Osko payment or payment request to a PayID connected to a joint account, other account holders may be able to see the messages and notifications associated with the payment or payment request;
- Similarly, depending on the settings you choose for your PayID, other account holders may be able to see messages and notifications associated with payments and payment requests addressed to your PayID;
- When initiating a transaction, you might direct the transaction to an incorrect account if you get a PayID wrong. To avoid this, we will ask you to verify that you have the right PayID. We will do this by presenting you with the associated PayID name as an additional confirmation of the intended recipient before you submit a transaction;
- Where we and the sending financial institution determine that an Osko payment made to your account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your account an amount equal to that Mistaken Payment or Misdirected Payment. We will notify you if this occurs.

### **Privacy**

In order to provide you with the services under Osko, we may need to disclose and retain certain information relating to PayIDs you use. For example we may retain information relating to PayIDs you provide us in order to facilitate scheduled payments.

Our *Privacy Policy* outlines how we deal with your personal information, including the purpose for which we collect, hold, use and disclose your personal information, as well as our legal obligations and rights as to that information.

## **Eligibility requirements**

To make or receive an Osko payment you must have an eligible account and an active online banking service with two factor authentication enabled with us.

## **How Service 1 Payment works**

An Osko payment instruction is irreversible except for future-dated payments.

You should notify us immediately if you think that you have made a mistake when making an Osko payment or if you did not authorise an Osko payment that has been made from your account.

An Osko payment is treated as received by the person to whom it is sent on the date you request it, however the Osko payment may take longer to be credited to a person if another participant in Osko does not process an Osko payment as soon as they receive it.

If we are advised that your payment cannot be processed we will:

- advise you of this;
- credit your account with the amount of the Osko payment; and
- take all reasonable steps to assist you in making the Osko payment as quickly as possible.

You must be careful to make sure you tell us the correct amount you wish to pay. If you make an Osko payment and later discover that:

- the amount you paid was greater than the amount you needed to pay, you must contact the payee to obtain a refund of the excess; or
- the amount you paid was less than the amount you needed to pay, you can make another Osko payment for the difference between the amount you actually paid and the amount you needed to pay.

## **Future-dated/recurring payments**

You may arrange Osko payments in advance of the time for payment. If you use this option you should be aware that:

- You are responsible for maintaining sufficient money to cover all future-dated or recurring Osko payments (and any other debits) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose;
- If there is insufficient cleared money the Osko payment will not be made and you may be charged a dishonour fee;

- You are responsible for checking your account to make sure the future-dated or recurring payment is made correctly;
- You should call us if there are any questions or problems with your future-dated or recurring Osko payment;
- If you wish to delete a future-dated or recurring payment you must do so prior to the due date. You cannot stop the Osko payment on or after that date.

### **Payment Directions**

You must give us the information required when you send us a payment direction. We will then debit the account you specify with the amount of that Osko payment on the date requested;

Subject to applicable laws, including where applicable the ePayments Code, we will treat your request to make an Osko payment as valid if you provide us with the following information:

- the amount of the Osko payment; and
- if you elect:
  - not to use PayID, the details of the persons account(s) to be credited with the amount of the Osko payment; or
  - if you elect to use PayID, the persons PayID.

You should ensure that all information you provide in relation to an Osko payment is correct as we will not be able to cancel an Osko payment once it has been processed.

### **Fees and charges**

You agree to pay any fees and charges determined by us for using the Osko service.

### **Payment disputes and investigations**

We will keep you informed of the progress of all disputes and investigations. However we may not notify you or keep you informed of certain investigations and disputes where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or Osko more broadly.

### **Mistaken Osko Payments**

Our approach is outlined in Section Mistaken Payments.

### **Notifications**

Unless there is a dispute or investigation regarding an Osko payment, we will inform you by a transaction listing available in online banking when:

- we confirm and validate each payment request you give us;

- a Transaction you have initiated:
  - is successfully completed; or
  - fails for any reason; and
  - an Osko payment has been deposited into your account;
  - You may also, at any time, access a record of all transactions which you have been involved with via a transaction listing or eStatement in online banking.

### **Suspension and termination**

Termination for convenience by you

- You may elect not to use Osko by selecting an alternative payment method in Internet or Mobile Banking, for example BPAY or a regular transfer.

Suspensions and terminations for your default

- We may suspend or terminate your participation in Osko if:
  - we suspect that you, or someone acting on your behalf, is being fraudulent;
  - we suspect that you are using Osko in a manner that will or is likely to affect our ability to continue providing Osko to you or our other customers;
  - you breach an obligation under these term and where we request you remedy the breach within 20 Business Days, you don't do so;
  - you breach any obligation under these terms and conditions which is incapable of remedy; and
  - you suffer an insolvency event.

Other suspension or termination events

- We may immediately terminate and/or suspend your participation in Osko by notifying you:
  - if our membership to the Scheme or our subscription to Osko is suspended, ceases or is cancelled; and
  - for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellations.

Consequences of termination

- Termination or suspension of your right to use Osko does not:
  - prejudice any claims either party may have against the other in respect of any then existing breaches of these terms and conditions; or
  - otherwise affect the rights or remedies of either party.

## Notices/miscellaneous

These terms and conditions determine your Osko access to any of your accounts with us. Each transaction on an account is also governed by the terms and conditions of that account. These terms and conditions should be read in conjunction with the terms and conditions applicable to your account and access method. To the extent of any inconsistency between these Osko terms and conditions and the terms applicable to any of your accounts or access methods these Osko terms and conditions will prevail.

## 11. PayID

### Definitions

- Misdirected Payment - means an NPP Payment incorrectly credited to your account because of an error on our part in relation to the recording of PayID information in the PayID service;
- NPP - means the New Payments Platform seen as Osko;
- NPP Payments - means payments cleared and settled via the NPP;
- Organisation ID - means an identifier for a customer that is a business customer or organisation, constructed as <business name> and/or<description of business/campaign/product>and/or<geographic location/state>;
- PayID - means your proxy (by PayID <Type> ) that you choose to use to receive NPP Payments;
- PayID Name - means the name we give you or the name selected by you (with our approval) to identify you in the PayID service;
- PayID service - means the smart payment addressing service for sending and receiving NPP Payments;
- PayID <Type> - means the type of proxy you select for your BSB and account number, which may be your mobile number, email address, Australian Company Number or Australian Business Number.

### Making and Receiving NPP Payments using PayID

PayID is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of a BSB and Account number. We enable most – but not all – PayID <Types> to be used to create PayIDs.

Before you can use your PayID to receive NPP Payments to your account, you have to satisfy us that you either own or have the authority to use your chosen PayID and you have to have an eligible account.

Whether you choose to create a PayID for your account or not, you and each User you have authorised to operate your account, may use a payee's PayID to make particular types of NPP Payments to them from your account provided that:

- we and the payee's financial institution support the particular NPP Payment service; and
- the payee's account is eligible to receive the particular NPP Payment.

### **Choosing a PayID and PayID Name**

You can review the full list of PayID <Types> we support at [mystate.com.au](http://mystate.com.au) We may update this list from time to time.

You may create a PayID as long as it is a supported PayID <Type>. Some PayID <Types>, for example Australian Business Numbers (ABN) and Australian Company Numbers (ACN), are restricted to business customers and organisations. Only eligible customers will be able to register a PayID that is a restricted PayID <Type>.

You must satisfy us that you own or have the authority to use your chosen PayID before you can use it to receive NPP Payments. This means we may ask you to provide evidence to establish this to our satisfaction, whether you are already registered for any other mobile banking or online banking or online payment services with us or not.

Depending on the policy of a payer's financial institution, your PayID Name may be displayed to payers who send NPP Payments to you. At the same time you create your PayID, we will either:

- issue you a PayID Name; or
- enable you to select your own PayID Name, such as your business name.

We will not permit selection of a PayID Name that we consider could mislead or deceive a payer into sending you NPP Payments intended for another payee.

### **Creating your PayID**

You can create a personal PayID for receiving NPP Payments at [mystate.com.au](http://mystate.com.au). You can create a business PayID (eg. ACN or ABN) for receiving NPP Payments at one of our branches. We will not create a PayID for you without your prior consent.

You may choose to activate one or more PayIDs for your account. You may, for example, activate a mobile telephone number and an email address as PayIDs for receiving NPP Payments to your account.

If your account is a joint account, you and each other joint account holder can create a unique PayID for the account.

Once a PayID is created and associated in the PayID service with your account, it may not be used in relation to any

other account with us or with any other financial institution. See clause 5 for details on transferring PayIDs.

The PayID service does not support duplicate PayIDs. You can contact us to discuss duplicate PayIDs however we cannot disclose the details of duplicate PayIDs.

### **Transferring your PayID to another account**

You can transfer your personal PayID to another account with us, or to an account with another financial institution at [mystate.com.au](http://mystate.com.au). To transfer a business PayID (ACN or ABN) please visit a branch.

A transfer of your PayID to another account with us will generally be effective immediately, unless we notify you otherwise.

A transfer of your PayID to another financial institution is completed by that institution. Until the transfer is completed, NPP Payments to your PayID will be directed to your account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your account. You can try to transfer your PayID at any time.

A locked PayID cannot be transferred: see clause 8.

### **Transferring your PayID from another Financial Institution to your account**

To transfer a PayID that you created for an account with another financial institution to your account with us, you will need to start the process with the other financial institution.

### **Closing a PayID**

To close your PayID, go to [mystate.com.au](http://mystate.com.au). To close a business PayID (ACN or ABN) please visit a branch.

You must notify us immediately if you no longer own or have the authority to use your PayID.

### **Locking and Unlocking a PayID**

We monitor PayID use to manage fraud. You acknowledge and consent to us locking your PayID if we reasonably suspect use of your PayID to procure NPP Payments fraudulently.

Request to unlock a locked PayID may be made by calling us.

### **NPP Payments**

We will ensure that your PayID and Account details are accurately recorded in the PayID service.

Where we and the sending financial institution determine that an NPP Payment made to your account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your account an amount equal to that Mistaken Payment or Misdirected Payment. We will notify you if this occurs.



## **Privacy**

By creating your PayID you acknowledge that you consent to our recording of your PayID and Account details in the PayID service to enable payers to make NPP Payments to you, and to the extent that such recording and use constitutes a disclosure and use of personal information within the meaning of the Privacy Law, consent to that disclosure and use.

Our *Privacy Policy* outlines how we deal with your personal information, including the purpose for which we collect, hold, use and disclose your personal information, as well as our legal obligations and rights as to that information.

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