

# Supplement to Up Personal Accounts Terms & Conditions

**20 November 2018**

Pay Anyone payments are not currently available through the Up app.

We will notify you when Pay Anyone payments are available. Until we do, you will not be able to make withdrawals by transferring funds electronically in the Up app using Pay Anyone.

All terms and conditions in the attached Up Personal Accounts Terms & Conditions still apply except to the extent they are inconsistent with this supplement, while it applies. This supplement will cease to apply when we notify you that Pay Anyone payments are available in the Up app.



# Up Personal Accounts

Terms & Conditions

20 November 2018

## About this document

This is an important document. It sets out the terms, conditions, fees and charges applicable to the following accounts and payment facilities provided to you through the Up app:

### Personal Accounts

- Up Everyday Account
- Up Saver Account

### Payment Facilities

- Up app, to the extent that it facilitates payments (including by our Pay Anyone Service)
- Debit Mastercard linked to an Up Everyday Account
- Automatic payments (direct debits)

You should read this document carefully before acquiring any of the products to which this document applies.

## Contact details

You can contact us via:

- the Up app (on a compatible iOS or Android device)
- telephone on 1300 002 258  
or overseas on +61 1300 002 258
- email on support@up.com.au

## Issuer

Up is designed, developed and delivered through a collaboration between Ferocia Pty Ltd ABN 67 152 963 712 and Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL and Australian Credit Licence No 237879.

Up is a software application ("Up") provided by Up Money Pty Ltd ACN 624 373 084 ("Up Money"), a subsidiary of Bendigo and Adelaide Bank Limited.

Bendigo and Adelaide Bank Limited is the issuer of all Up branded banking and financial products provided through Up apps.

Registered address: The Bendigo Centre, Bath Lane, Bendigo, Vic, 3550

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## Key Features

The accounts to which this document applies have different features and some have restrictions. Set out below is a summary of the main features of, and restrictions applying to, the accounts. All statements for the accounts are provided electronically.

Section B: General Terms and Conditions explains the way in which these accounts operate.

The accounts described inside this document are not available for use by a business or for business purposes.

These accounts are available only to individuals over 16 years of age for private or domestic use.

### Personal Accounts – Key Features Table

Feature	Up Everyday Account	Up Saver Account
Accounts can be Opened by	Individuals over 16 years of age	Individuals over 16 years of age
Minimum to Open	\$1	\$1
Minimum Balance to Maintain	Nil	Nil
Interest Earning	No	Yes
Interest Calculated	Not applicable	Daily
Interest Type	Not applicable	Stepped
Interest Credited	Not applicable	Monthly
Funds Availability	At Call	At Call
Access through the Up app	Yes	Yes
Pay Anyone	Yes	No
Automatic Payments	Yes	No
Debit Mastercard	Yes	No

# Terms and conditions

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## Section A: Meaning of words

In this document the following expressions have the following meanings:

**“access method”** means any method we make available to you to authenticate yourself to us for the purposes of transacting on and otherwise accessing your accounts. An access method comprises of one or more components (including, but not limited to, a card, a PIN, a passcode, recovery code, biometric identification, or any combination of these). It excludes methods involving a user’s written signature.

**“account”** means an Up Everyday Account or an Up Saver Account we establish in your name except in clause 11 where it means any account you have with us (including accounts to which these terms and conditions do not apply).

**“ATM”** means an automatic teller machine.

**“bank”** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence No.

**“basic NPP payment”** means a transfer of funds processed through the NPP which does not use Osko.

**“biometric identification”** means the use of supported biometric identification features of your device, including but not limited to Touch ID, Face ID, and other fingerprint and retina scanning technology.

**“business day”** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**“card”** means a Debit Mastercard issued to you by us, that bears the Mastercard symbol, which is linked to an account and can be used to undertake an EFT transaction.

**“contactless terminal”** means an electronic point of sale terminal which is capable of performing a contactless transaction.

**“contactless transaction”** means the authorisation of a transaction by presenting a card (which is capable of performing a contactless transaction) or other device at a contactless terminal without the requirement to insert or swipe the card.

**“device”** means any electronic device such as a smartphone, tablet, or computer on which the Up app is installed or your Up account can be accessed and used.

**“direct debit”** means a transaction debited directly to your account by another party, under an arrangement that you and that other party have previously reached.

**“direct entry payment”** means an electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) administered by the Australian Payments Clearing Association.



**“EFT conditions”** means the terms and conditions applying to EFT transactions as set out in Section F.

**“EFT transaction”** means a payment, funds transfer or cash withdrawal initiated using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature. An EFT transaction includes, without limitation, an electronic transaction undertaken using an access method via EFTPOS or an ATM, and a transaction undertaken using the Up app.

**“EFTPOS”** (Electronic Funds Transfer at the Point of Sale) means the system that allows you to make purchases or withdraw cash with your card by presenting it at a merchant’s terminal.

**“ePayments Code”** means the ePayments Code administered by the Australian Securities and Investments Commission (ASIC), as amended from time to time.

**“Government charges”** means all charges or duties on deposits into, or withdrawals from your account that are payable under a law of the Commonwealth or any State or Territory or any other jurisdiction whether or not you are primarily liable to pay these charges.

**“law”** means common law, principles of equity and laws made by parliament (including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).

**“Mastercard SecureCode”** means the online authentication service provided for Mastercard cardholders when making online transactions at participating merchants.

**“mobile number”** means the mobile phone number you have nominated to use on or with the device or devices you use to access the Up app.

**“NPP”** means the New Payments Platform owned and operated by or for NPP Australia Limited.

**“NPP Addressing Service”** means the addressing service component of the NPP which facilitates the registration of PayIDs.

**“NPP Payment”** means a payment processed through the NPP and includes Osko Payments and Basic NPP Payments.

**“Osko”** means the Osko payment service provided by BPAY Pty Ltd.

**“Osko Payment”** means a transfer of funds processed using Osko.

**“Pay Anyone conditions”** means the terms and conditions applying to the Pay Anyone Service as set out in Section H of this document.

**“PayID”** means a PayID (also known as an 'alias') which is able to be created with the NPP Address Service and used for the purpose of making and receiving NPP Payments (for example, an email address or telephone number).

**"payment facility"** means each of the following:

- The Up app (including the Pay Anyone Service), but only to the extent that it facilitates payments
- a card
- Automatic payments (direct debits) to an account;

**"PIN"** means the Personal Identification Number issued by us or selected by you to use in conjunction with a card.

**"recovery code"** means the code given to you on sign up that you can use to recover your account

**"regular payment"** means either a recurring payment or an instalment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

**"passcode"** means a sequence of alphanumeric or other characters known only by you that are required as one of the access methods for your account and/or to use the Up app.

**"stepped"** means that different rates of interest will apply to different portions of your account balance.

For example:

- if the rate of interest is 0.05% per year on that part of the account balance that is less than \$2,000 and 1.5% per year on that part of the account balance that equals or exceeds \$2,000; and
- your account balance is \$3,000 the rate of interest applying to your account will be 0.05% per year on \$1,999.99 and 1.5% per year on the remainder.

**"Up app"** means the software we offer on compatible iOS and Android devices, with which you can transact on and otherwise access a nominated account.

**"we", "us" and "our"** means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL No. 237879.

**"you" and "your"** means the holder of an account.

The singular refers to the plural and vice versa.

A reference to a document includes any variation or replacement of it.

A reference to anything includes the whole and each part of it.

All examples used in this document are for illustrative purposes only.

## Section B: General terms and conditions

Unless you have previously agreed to be bound by these terms and conditions, your first use of any account or payment facility indicates that you understand and agree to be bound by these terms and conditions.

### 1. Opening and holding an account

- 1.1. You must provide us with any information we reasonably require to open an account or provide a payment facility.
- 1.2. Subject to the requirements of any law, we may refuse to open an account or provide a payment facility.
- 1.3. You may not be eligible to open and hold all types of accounts. The Key Features Table on page 3 sets out eligibility requirements that apply.
- 1.4. None of the accounts to which this document applies are available for use by a business or for business purposes.
- 1.5. We may require you at any time to provide us with proof that you meet the eligibility requirements for an account. If:
  - (a) after opening an account you no longer meet the eligibility requirements; or
  - (b) you do not provide us with proof that you meet the eligibility requirements when we ask for it,we may change your account to another type of account to which this document applies.
- 1.6. We may require you to deposit a minimum amount with us in order to open an account. The minimum amounts that currently apply are set out in the Key Features Table on page 3.
- 1.7. There is no minimum account balance required to maintain an account. However, where an account has been opened without you depositing any amount (that is, with a zero balance) and you do not operate your account within 180 days of opening, we may close the account without giving you notice.

### 2. Identification

- 2.1. We require identification information for all relevant parties as required by law. This will include information such as name, residential address and date of birth. We may also require other information such as information about your activities and reason for opening an account in Australia.

### 3. Verification

- 3.1. We may, and you consent to us doing so, seek verification of your identification and identification documents from independent sources and/or third party service providers.
- 3.2. We will keep copies of all documents provided by you and will disclose or provide copies of your identification documents to third party bodies as required by law.
- 3.3. We may request, and you must provide, further documentary evidence of your identity as we deem necessary to confirm your identity.
- 3.4. We may request that you produce, and you must provide in person if necessary, the original and/or certified true copies of all documentary evidence confirming your identity.

#### **4. Inability to confirm identity**

- 4.1. In the event that we are unable to properly confirm your identity, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as your identity can be confirmed.

#### **5. Additional Information and use of account**

- 5.1. We may request, and you must provide, any other additional information we deem necessary in relation to your identity, personal affairs, business dealings and/or the purpose of your relationship with us. In the event you refuse or fail to provide us with the information we have requested, we may at our sole discretion, reject your application, suspend the operation of your account, refuse transactions and/or place a freeze on your funds until such time as the information is provided.
- 5.2. You provide us with the following undertakings and indemnify us against any potential losses either you or we suffer arising from any breach by you of such undertakings:
  - (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
  - (b) the underlying activity/product for which the Up app is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

#### **6. Payment Facilities**

- 6.1. Depending on the type of account you hold with us, you may be able to gain access to one or more payment facilities. The payment facilities that are currently available with each type of account are set out in the Key Features Table on page 3.

#### **7. Deposits and Withdrawals**

## Deposits

- 7.1. You may make deposits to your account by:
- (a) arranging an automatic deposit of your salary or other income or amounts to be paid directly into your account using the BSB and account number for your account; or
  - (b) transferring funds electronically into your account from another financial institution account using the BSB and account number for your account.

Some of the above methods for deposits may not be accessible by you when you are outside of Australia.

- 7.2. The proceeds of a deposit may not be available for up to 5 business days after the deposit is made. International deposits may be subject to extended clearance times.
- 7.3. You cannot deposit cash (physical currency), cheques or mail orders into your account.

## Withdrawals

- 7.4. You may make withdrawals from your account in the following ways:
- (a) if your account is linked to a card, using the card (including in a digital wallet):
    - at an ATM;
    - via EFTPOS terminals;
  - (b) by transferring funds electronically in the UP app using Pay Anyone
  - (c) using an Automatic Payment.

You cannot make cash or other withdrawals from your account in a bank branch except by using a card at an ATM.

Also, some of the above methods for withdrawals may not be accessible by you when you are outside of Australia.

- 7.5. We can at our discretion impose a limit on the amount you can withdraw in cash from an ATM or via an EFTPOS terminal. Our current default for maximum daily withdrawal limit for transactions conducted using a PIN in conjunction with a card is \$1000 (for CHQ/SAV purchases). This amount may be varied for customers upon application and approval. We may vary the default amount of this limit or any other limit we impose from time to time. We may also limit the way in which money is dispensed. For example, if you want to withdraw \$400 (and that amount is not in excess of the maximum daily withdrawal limit), the ATM may not pay out on that amount in one transaction. You may receive \$300 and then make another withdrawal of \$100 as a separate transaction.
- 7.6. You should ensure that the purchase amount is correct on

any electronic equipment you use when you perform a transaction.

- 7.7. EFTPOS merchants may have other restrictions on the amount of cash that can be withdrawn. Merchants or other institutions may also impose additional restrictions on the use of your card or PIN.
- 7.8. We may decline a withdrawal if we do not have proof of your identity that is satisfactory to us.
- 7.9. You authorise us to debit to your account with all withdrawals you make from that account.
- 7.10. Contactless transactions are subject to separate transaction limits. These limits are imposed by us and the financial institution responsible for the EFTPOS terminal.

## **8. Interest**

- 8.1. If the Key Features Table on page 3 indicates that your account is interest earning, we will pay you interest on the credit balance of your account.
- 8.2. We may change the interest rate from time to time at our discretion. If any law regulates such a change, we will only make the change to the extent permitted by, and subject to, the requirements of that law. We will give you such notice of a change in the interest rate if we are legally required to do so.
- 8.3. You can find the current interest rates for your account at any time by visiting our website at [Up.com.au](http://Up.com.au).
- 8.4. We calculate interest by applying the daily percentage rate to the balance of your account (or if it is stepped interest, to the relevant part of your balance) at the end of each day. The daily percentage rate is the relevant interest rate divided by 365, or in a leap year, 366.
- 8.5. The type of account you have will determine when interest is credited to your account. The Key Features Table on page 3 sets out when interest is credited.

## **9. Transaction Processing**

- 9.1. We may assign any date we consider appropriate to a debit or credit to your account, except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs. However, we will credit payments to your account as soon as practicable after we receive them. This is not necessarily the same day that you make the payment. We give effect to the debit or credit based upon the date assigned to it by us.
- 9.2. We may subsequently adjust debits and credits to your account so as to accurately reflect the legal obligations of you and us, for example, because of an error. If we do this, we may make consequential changes, including to interest.

*For example: If a payment or deposit is made into your account in error, we may withdraw that payment or deposit from your account without your consent, including any interest paid into your account on that payment or deposit. If you have spent those funds you will be required to repay them or your account may be overdrawn.*

9.3 We may reject, decline, fail to authorise, or delay any transaction to or from your account or, in the case of a credit to your account, delay making the funds available to you where we consider it reasonable to do so. Without limitation, this includes where:

- (a) we reasonably believe we are required to do so in order to comply with any applicable laws (including any laws relating to anti-money laundering or sanctions) or under the rules, regulations and procedures that apply to the payment system the transaction was processed through;
- (b) you fail to comply with any of your obligations under these terms and conditions; or
- (c) we consider it necessary or desirable to do so to enable us to review or investigate the transaction for any fraudulent, illegal or improper activity or for compliance with any applicable sanctions.

We are not liable to you for any loss or damage you suffer as a result of us rejecting, declining, failing to authorise or delaying any transaction to or from your account or any delay in funds being made available to you.

## **10. Overdrawn accounts**

10.1. You must keep a credit balance in your account at all times and must not overdraw your account or use a payment facility or request a payment service which could overdraw your account.

10.2. If you do overdraw your account in breach of these terms and conditions:

- (a) we may debit the overdrawn amount to your account;
- (b) we may restrict the way in which you gain access to your account, such as suspending card access;
- (c) your account may incur an Overdrawn Account Fee as per the fees and charges set out in this document;
- (d) we may calculate interest on the overdrawn amount on a daily basis, and debit it to your account half yearly for the Up Everyday Account & Monthly for the UP Saver Account, until the overdrawn amount is repaid;
- (e) you must repay the overdrawn amount immediately; and
- (f) we may cancel any payment facility linked to the account.

- 10.3. We may change the interest rates for overdrawn accounts from time to time at our discretion. If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. Our current interest rates for overdrawn accounts are available on our website at Up.com.au.
- 10.4. We do not agree to provide you with credit merely because we debit an amount to your account that causes it to be overdrawn.
- 10.5. If you are the recipient of Centrelink benefits we will act in accordance with our obligations under the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments when exercising our rights in relation to your overdrawn account, for example, where we combine accounts. In particular unless otherwise agreed, we will allow you to access up to 90% of your future Centrelink benefits until the account is no longer overdrawn.

## **11. Account Combination**

You agree that we may combine the balances of two or more of your accounts, including accounts you have with us that are not the subject of these terms and conditions. For example, we may do this if one of your accounts is overdrawn or in debit and the other is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform you if we combine your accounts. We need not notify you in advance.

## **12. Statements and Confirmation of Transactions**

- 12.1 We will issue you with a statement of account:
- (a) at least once every 6 months if your account is being transacted upon;
  - (b) at least once every 12 months if your account is not being transacted upon.

If you would like to receive a statement of account more frequently, please contact us. A fee may apply to this service. Current fees and charges are set out in this document.

- 12.2. You must immediately notify us if you notice an error or possible unauthorised transaction.
- 12.3. You should keep your statements safe for future reference.
- 12.4. You agree that confirmation of transactions involving your account or any payment facility may be provided in the Up app.
- 12.5. You agree that any request you make for a balance or information using the Up app or by any other means, in relation to any account which is regulated by a Consumer Credit Code is not a request for a statement of a kind



referred to in that Code in respect of that regulated accounts.

### **13. Receipts and vouchers**

- 13.1. You should keep your printed records of transactions to reconcile to your statement. We are not obliged to provide you with copies of merchant or transaction vouchers.
- 13.2. We strongly advise you to keep all of these documents in a safe place, as you may need them to do things such as complete tax returns, confirm payments have been made for goods and services and check for payments that are unrepresented and how much money you have in your account at any one time.
- 13.3. If you misplace any of your account records or need us to provide you with information about any of your transactions, such as interest payments for tax purposes, we can help by conducting a search of our records. A fee may apply for this service to cover our costs. Current fees and charges are set out in this document.

### **14. Cancelling a payment facility**

- 14.1. We may at our absolute discretion cancel a payment facility at any time without notice to you. Without limiting the circumstances in which we may do so, we may cancel a payment facility if:
  - (a) we have received notice of your mental incapacity, bankruptcy or death;
  - (b) we believe any of your access methods are being used, or will be used, in a way that will cause loss to you or us;
  - (c) we reasonably believe you induced us to issue the payment facility by fraud;
  - (d) you breach any of these terms and conditions;
  - (e) we close your account; or
  - (f) we believe the security or quality of the Up app or any other related service or network is threatened.
- 14.2. We will take and promptly process your instruction to cancel a direct debit request which is set up using your account number. You may cancel a direct debit request at any time by contacting us through the "Contact Details" listed on page 2.
- 14.3. You are encouraged to maintain a record of any Regular Payment arrangement entered into with a merchant using your card number.
- 14.4. To either change or cancel any Regular Payment arrangement set up using your card number you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the Regular Payment arrangement with the merchant directly we must

accept the merchant's transaction. If possible you should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute the transaction.

- 14.5. Should your card number be changed i.e. as a result of lost or stolen card you must request the merchant to change the details of your existing Regular Payment arrangement to ensure arrangements continue. If you fail to undertake this activity your Regular Payment arrangement either may not be honoured by us or the merchant may stop providing the goods and/or services.
- 14.6. Should you elect to close your account or your account is closed by us you should contact the merchant to amend any Regular Payment arrangement set up using your card number; as the merchant may stop providing the goods and/or services.
- 14.7. If we cancel a payment facility we will notify you as soon as possible afterwards except if we cancel a direct debit after being advised by the payee that no further payment is required or your account is closed.
- 14.8. You may alter, stop or cancel a payment facility at any time via the Up app or contacting us using the 'Contact Details' on page 2.
- 14.9. If your card is cancelled, you must immediately destroy it for your protection.
- 14.10. If your access to the Up app is cancelled, we may refuse any transaction you initiate without giving any reason or advance notice to you.
- 14.11. If you cancel a direct debit we must receive your instructions at least 1 business day prior to the due date of the next payment, otherwise that payment may nevertheless be made. For direct debit cancellations we suggest that you also contact the merchant concerned.

## **15. Stopping or closing your account**

- 15.1. You may request us to close your account only if it is in credit using the account in the UP app or by contacting us using the 'Contact Details' on page 2.
- 15.2. If a card is linked to your account, you must give us 14 days notice of your intention to close your account. You must destroy all cards issued on the account at the time of giving notice. This 14 day period is to allow for outstanding card transactions to be presented for payment before the account is closed.
- 15.3. We may close your account at any time, due to unsatisfactory conduct or for any other reason (e.g. if we consider it necessary to prevent fraud or other losses to you or us) by giving you notice that is reasonable in all the relevant circumstances and paying to you any amount

standing to the credit of your account. If you breach any of these terms and conditions or your account is opened with a zero balance and you do not operate your account within 180 days of opening, we may close the account without giving you prior notice.

- 15.4. We will give you notice as soon as possible after closing the account (unless we have previously given you notice) and will pay to you the amount standing to the credit of your account. This will not apply where we close any account opened with a zero balance and which has not been operated within 180 days of opening.
- 15.5. If your account is closed:
- (a) we may cancel any card linked to the account and disable your access to other payment facilities linked to the account;
  - (b) you will be liable for any transactions that were not processed, or that occur, on the account (including, but not limited to, outstanding merchant purchases) at the time the account is closed;
  - (c) you must pay to us on demand all unpaid fees and charges prior to closing the account;
  - (d) we may require that any overdrawn or unpaid amounts be repaid to us before we agree to provide any other banking or financial products or services to you.
- 15.6. You should make arrangements for any automatic payments, direct debit, direct credit payments, interest payments or ongoing Pay Anyone Service Payments that are paid into or out of your account to be re-directed before the account is closed.
- 15.7. We reserve the right to withdraw any account from offer without notice.
- 15.8. We may place a stop on your account if:
- (a) you are in breach of any of the terms and conditions;
  - (b) you have not provided us with information that we have asked you to provide;
  - (c) we receive notice of your mental incapacity, bankruptcy or death; or
  - (d) we become aware of any dispute which in our reasonable opinion has a bearing on the account.

If we place a stop on your account, you or anyone else will not be able to make any withdrawal transactions on the account or otherwise operate it. Credit transactions will still be allowed unless you specifically request credit transactions be stopped.

- 15.9. We are not liable for any loss or damage arising from placing a stop on your account.
- 15.10. If we receive notice of a dispute from a third party who has a beneficial interest in the funds held in the account, we may at our discretion freeze the account until the dispute has been resolved.

## **16. Account conversion**

In the event we cease to provide, or allow you to access your account using, the Up app, we may convert your account to another type of deposit account with us by giving you reasonable prior notice of the conversion and giving you the terms and conditions that will apply to the new deposit account after the conversion takes effect.

## **17. Dormant accounts**

- 17.1. If you do not operate your account for a number of years, your account may be deemed dormant.
- 17.2. We will contact you through the Up app or via SMS to notify you that your account is dormant, giving you the following options:
- (a) you can make a transaction to re-activate the account; or
  - (b) you can close the account.
- 17.3. If you do not make a transaction to re-activate the account, your account will be closed and where required to do so by law, the balance of your account will be sent to the Commonwealth Government as unclaimed money.

## **18. Changes**

- 18.1. Acting reasonably, we may change these terms and conditions at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 18.2. Subject to the requirements of any law, you agree that we can give notice of changes to these terms and conditions and of any material change to, or any significant event that affects, any of the matters specified in this document (including changes to fees and charges and interest rates):
- (a) via the Up app;
  - (b) in writing (including by notice in your statements of account);
  - (c) by an advertisement published in a major daily newspaper published in Australia;
  - (d) In such other manner as we reasonably consider is likely to come to the attention of as many account holders as possible; or

(e) In accordance with clause 27.

18.3. The notice of change table sets out how much prior notice we will give you of changes, if prior notice is required.

If a Government charge payable directly or indirectly by you is introduced or varied, we will notify you by advertisement in the national media or local media or in writing unless the introduction or variation is publicised by the Government.

#### 18.4. Notice of Change

Type of change	Minimum number of days notice
Any change that is an increase in fees or charges	30
A variation of the method by which interest is calculated A variation of the frequency with which interest is debited or credited A variation of the balance ranges within which interest rate apply	30
Increase your liability for losses relating to EFT transactions	20
Impose, remove or adjust the daily or periodical withdrawal limits applying to the use of an access method, an account from which we permit you to initiate EFT transactions, or electronic equipment	20
Change to the EFT conditions or Pay Anyone conditions (that is not caught by the above)	In time to comply with any applicable law.
Note: We will not give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the Up app, any systems it uses or connects to or individual accounts.	Otherwise in advance of the date the change takes effect.
Other changes to the terms and conditions (apart from a change in Government charges payable directly or indirectly by you)	No later than the day on which the change takes effect

#### 19. Tax

19.1. When you open an account with us, you have the option of supplying us with your Tax File Number.

19.2. Providing your Tax File Number is not compulsory, but is advisable.

19.3. If you choose not to provide us with your Tax File Number, we are required to deduct withholding tax at the highest marginal tax rate plus the Medicare Levy, when you earn

interest income of \$120 or more a year.

- 19.4. If you are entitled to an exemption in relation to this tax you should advise us of your type of exemption and provide any supporting documentation we may require.
- 19.5. The above clauses 19.1, 19.2 and 19.3 do not apply if you are not a resident of Australia. We are required to withhold Australian non-resident withholding tax from interest income earned on your account at the prescribed rate, which is currently 10%.

## **20. Privacy**

- 20.1. We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us. Our privacy policy in relation to the accounts and payment facilities to which these terms and conditions apply is available on our website:  
[Up.com.au/privacy](http://Up.com.au/privacy)

## **21. If you have a complaint**

- 21.1. We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.
- You can raise your complaint with us by contacting using the 'Contact Details' listed on page 2.
- 21.2. If you are not satisfied with the response provided, you have the option of referring the matter to our Customer Advocate who will impartially assess your complaint, keep you informed of the progress and provide you with a response. You can contact the Customer Advocate via:
- (a) telephone - 1300 139 572 (+61 3 5485 7919) between 8.30am and 5pm Victorian time, weekdays.
  - (b) email - [customeradvocate@bendigoalelaide.com.au](mailto:customeradvocate@bendigoalelaide.com.au)
  - (c) post – write to Customer Advocate, P.O. Box 480, Bendigo, VIC 3552
- 21.3. Alternatively (or following consideration by the Customer Advocate) you may refer your complaint directly to our External Dispute Resolution scheme (refer to clause 21.5).

## **Concerns or complaints about EFT transactions**

- 21.4. If your complaint is in relation to an EFT transaction, we will advise you in writing of the procedures for investigating and handling the complaint.
- (a) If we are unable to resolve the complaint within 45 days, we will notify you of this fact, inform you of the reasons for the delay, provide you with monthly updates

on the progress of your complaint and specify a date by which a decision can reasonably be expected (unless we are waiting for a response from you and we have told you that we require that response);

- (b) when we have completed our investigation of your complaint, we will promptly advise you of the outcome of that investigation, the reasons for that outcome including references to relevant clauses of the ePayments Code and, except where the complaint has been resolved completely in your favour, we will inform you of any further action you can take under the ePayments Code. Our advice will be in writing unless we are able to resolve the matter immediately to the satisfaction of both you and us;
- (c) if on completion of our investigation we decide that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use, we will supply you with copies of any documents or other evidence relevant to the outcome of our investigation, including information about any logs or audit trails relating to the transaction and advise you whether there was any system or equipment malfunction at the time of the transaction (for example, if you don't protect your mobile phone by using a passcode or biometric lock it could contribute to the chance of unauthorised transactions);
- (d) if we conclude as a result of our investigation that your account has been incorrectly debited or credited we will promptly make adjustments to your account (including making adjustments to interest and charges) and notify you in writing of the amount by which your account has been debited or credited as a result;
- (e) if we decide to resolve your complaint in your favour, we may adjust your account accordingly within 7 business days of receiving the complaint and provide the information required by paragraph b and close the investigation. When we choose this course of action we are not required to comply with clause 21.5;
- (f) if we fail to observe the appropriate allocation of liability in accordance with the relevant clauses of the ePayments Code or fail to explain the reasons of any findings that you are liable by reference to relevant aspects of those paragraphs, or in any material respect we fail to observe the complaint investigation and resolution procedures set out in this clause or as required by the ePayments Code, and where such failure has contributed to a decision by us against you or delayed the resolution of your complaint, we may accept full or partial liability for the amount of the transaction which is the subject of your complaint.

## Financial Ombudsman Service

- 21.5. We are a member of the Financial Ombudsman Service. You can contact the Ombudsman at:

**Financial Ombudsman Service Australia**

GPO Box 3

Melbourne VIC 3001

Telephone: 1800 FOS AUS (1800 367 287)

Fax: (03) 9613 6399

Website: [www.fos.org.au](http://www.fos.org.au)

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

The Financial Ombudsman Service is provided to you free of charge.

### 22. If you have changed your name, address or contact details

- 22.1. If you have changed your name, we will need to amend our records as soon as possible. Before amending our records, we will require evidence of your name change, such as a marriage certificate, birth certificate, decree nisi or dissolution of marriage, or certificate of registration of change of name.
- 22.2. If you have changed your address (home, business, or email, where relevant) or contact details, you must provide us with your new address or contact details as soon as possible through the Up app.
- 22.3. You should advise us of the details of all of your accounts so that all our records can be changed.
- 22.4. You must notify us through the Up app as soon as possible of any proposed or actual changes to your financial or legal status (including name changes, mergers, administration or receivership, schemes of arrangement, bankruptcies, liquidations, windings up, dissolutions or acting or failing to act in a manner which could result in any of these situations) or any other material changes that may affect or impact upon your use of your account or any payment facility or your ability to continue operating in a financially viable manner.

### 23. Code of Banking Practice

- 23.1. The bank is bound by the Code of Banking Practice.
- 23.2. The Code of Banking Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes:
- (a) information about account opening procedures;
  - (b) our obligations regarding the confidentiality of your information;
  - (c) complaint handling procedures;
  - (d) the advisability of you informing us promptly when you



are in financial difficulty so that we may discuss your situation;

- (e) the advisability of you reading the terms and conditions applying to this banking service.

## **24. Financial Claims Scheme**

- 24.1. The Financial Claims Scheme protects depositors through the provision of a guarantee on deposits (up to a cap) held in authorised deposit-taking institutions (ADI's) in Australia and allows quick access to their deposits if an ADI becomes insolvent. As such please note the following information:
  - (a) You may be entitled to a payment under the Financial Claims Scheme in the event that we become insolvent.
  - (b) Accessibility to the Financial Claims Scheme is subject to eligibility criteria.
  - (c) Information about the Financial Claims Scheme can be found at [www.fcs.gov.au](http://www.fcs.gov.au).
- 24.2. The Australian Government has given notice that it is reviewing the application of the Financial Claims Scheme to accounts held by non-residents of Australia. This may result in the Financial Claims Scheme no longer applying to accounts held with us by overseas customers.

## **25. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)**

- 25.1. We are committed to complying with anti-money laundering and counter-terrorism financing regulations. To comply with these requirements we may:
  - (a) require you to provide to us, or otherwise obtain, any additional documentation or other information;
  - (b) suspend, block or delay transactions on your account, or refuse to provide services to you;
  - (c) report any, or any proposed, transaction or activity to anybody authorised to accept such reports relating to AML/CTF or any other law.

## **26. Liability**

- 26.1. Subject to any other provision of these terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:
  - (a) any loss or damage you suffer as a result of using your account or a payment facility;
  - (b) any delay or failure in processing a transaction on your behalf;
  - (c) any transaction which is processed by us on your behalf;
  - (d) any failure, malfunction, delay or error (for any reason) of any equipment, system or software (including, without limitation, the telephone, internet enabled

device, software and telecommunications and ISP services you use to access an account or payment facility);

- (e) any unavailability or failure of a payment facility to accept instructions from you;
- (f) any failure of a card, passcode or PIN to permit you to access a payment facility;
- (g) any unauthorised access to, or disclosure of information relating to, your account through a payment facility; or
- (h) any other action taken or not taken in relation to your account or a payment facility.

## **27. Other**

- 27.1. We may decide, at our discretion, the order in which payments will be processed.
- 27.2. We may give you a certificate about a matter in connection with an account. The certificate is sufficient proof of the matter, unless you prove the certificate is incorrect.
- 27.3. Notices and other communications for us may be:
  - (a) sent via the Up app;
  - (b) sent by post to our registered office;
  - (c) delivered by any other means permitted by law.
- 27.4. Subject to the requirements of any law, notices and other communications for you may be:
  - (a) sent via the Up app;
  - (b) sent by email to your email address last notified to us;
  - (c) sent by prepaid post or left at any address specified by you, or your residential or business address last known to us;
  - (d) delivered by any other means permitted by law.
- 27.5. We may also give you notices and other communications by making them available electronically (for example, by publishing them on our website) and notifying you that we have done so and how you can obtain the notice or communication.
- 27.6. Enforcement expenses may become payable if you breach these terms and conditions. For instance, if you overdraw your account without our written permission we may take legal action to recover the debt. Any reasonable expenses we incur in recovering our debt will be payable by you and you authorise us to debit the amount of these expenses to your account.

## **Our rights under these terms and conditions**

- 27.7. We may choose at any time to waive any of our rights under these terms and conditions. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our

rights under, these terms and conditions unless we give you written notice that it is a change to these terms and conditions.

- 27.8. Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Competition and Consumer Act, which cannot be excluded, restricted or modified by agreement.
- 27.9. Part or all of any provision of these terms and conditions that is illegal or unenforceable will be severed from these terms and conditions, however the remaining provisions of these terms and conditions will continue in force.
- 27.10. We may assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate.
- 27.11. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.
- 27.12. You should inform us promptly if you are in financial difficulty.
- 27.13. To the extent that the National Credit Code applies to these terms and conditions and:
- (a) that Code would otherwise make a provision of these terms and conditions illegal, void or unenforceable; or
  - (b) a provision of these terms and conditions would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code,
- these terms and conditions are to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

## When your credit rating could be affected

- 27.14. If your account(s):
- (a) becomes overdrawn without arrangements; and
  - (b) remains overdrawn for more than 60 days after the end of any period we allow for you to repay the amount overdrawn,
- then we may commence enforcement action and report your default to a credit reporting agency.

## Section C: Cards

We warrant that we will comply with the requirements of the ePayments Code. This section and Section E apply whenever we issue a card that is linked to an account to which this document applies.

### 28. Your Card

- 28.1. Cards are not available on all accounts. The Key Features Table on page 3 indicates the accounts for which they are available.
- 28.2. The issue and use of a card is at all times at our discretion. The card will always remain our property and must be returned to us on demand.
- 28.3. We may issue replacement cards at any time, for example when the cardholder has changed his or her name, or when the card has been damaged. If we issue a replacement card to you, you must not use the card it replaces and you remain liable for any use of the replaced card.
- 28.4. Before the expiry date of your card, we will automatically issue you with a renewal card unless you request us in writing not to do so. At least two months prior to your card expiring, you must notify us of any changes to your address. This will ensure our records are up to date in the event that we mail your reissued card directly to you.
- 28.5. You must sign your card as soon as you receive it. A card may not be accepted unless it has been signed. Your card is only valid for the period shown on it.
- 28.6. We will give a card to you by mailing it to you by post. Once you have received the card, you are responsible for the security of the card. We recommend against sending cards by ordinary post.
- 28.7. You must choose a PIN for your card. We may ask you for this PIN at any time as further proof of your identity.
- 28.8. You may be required to produce suitable identification when using your card.
- 28.9. An account must not be linked to more than one card per cardholder.

### 29. Using your card

#### Within Australia

- 29.1. You can use your card at ATMs to:
  - (a) make withdrawals from your account; and
  - (b) obtain account balances for your account.
- 29.2. Other financial institutions can determine from time to time what transactions can be carried out at their ATMs.

- 29.3. You can use your card at any EFTPOS terminal in Australia to purchase goods and services or withdraw cash from your account (providing the merchant operating the EFTPOS terminal has a policy which allows for cash withdrawals).
- 29.4. You can use your card at a contactless terminal to perform a contactless transaction if your card is capable of performing such transaction or if we allow you to register your card in a digital wallet. A cash withdrawal cannot be completed when performing a contactless transaction.

## Outside Australia

- 29.5. You can use your card to withdraw from your account at any ATM overseas bearing the Mastercard, Cirrus or Maestro symbol that allows you to select this option.
- 29.6. You should contact us via the 'Contact Details' listed on page 2 before travelling for information on use of your card overseas.

## Within Australia and outside Australia

- 29.7. You can use your card to purchase goods or services via mail order, by telephone or by other means (such as the Internet) where the merchant accepts that form of payment.

## Other

- 29.8. The fact that any promotional material is displayed at the premises does not mean that we guarantee that all goods and services available there may be obtained by using your card. We are not responsible if a merchant or financial institution refuses to accept your card, does not allow cash withdrawals or places other limitations on using your card.
- 29.9. To the extent permitted by law, we are not responsible for the following:
- (a) any goods or services which you have obtained from a merchant using your card;
  - (b) any refund by a merchant.
- 29.10. If you have any complaints about goods or services, you must raise them directly with the merchant.
- 29.11. We do not warrant that ATMs will always have money available.

## 30. Card Transactions

- 30.1. All transactions need authorisation from us. We can refuse to authorise a proposed transaction if:
- (a) the transaction exceeds the cleared funds;
  - (b) your card has been reported lost or stolen;
  - (c) we have any other good reason to do so.

- 30.2. You authorise us to give information to other persons for the purpose of authorising transactions made using your card.
- 30.3. You authorise us to debit your account with the amount of any purchases, withdrawals and any other transactions made using your card.

### **31. Foreign Currency Transactions**

- 31.1. Transactions in foreign currency amounts conducted using your card, may incur a fee. Current fees and charges are set out in this document. They are converted (depending on the foreign currency conversion) into either:
  - (a) Australian dollars at the appropriate Mastercard International exchange rate; or
  - (b) United States dollars and then into Australian dollars at the appropriate Mastercard International exchange rate.
- 31.2. The Australian dollar amount is then debited to your account.
- 31.3. When you use your card outside Australia you are bound by any exchange control requirements of the Reserve Bank of Australia.

## Section D: The Up app

We warrant that we will comply with the requirements of the ePayments Code. This section and Section E apply when you use the Up app.

### 32. Passcode and Biometric authentication

- 32.1. When you sign up for Up, you designate a passcode which you can subsequently use to authenticate with the Up app.
- 32.2. You acknowledge and accept that:
  - (a) the mobile number you supply and your selected passcode together form the means by which we authenticate you when you use the Up app;
  - (b) anyone using your mobile number and passcode will be able to authenticate themselves as you using the Up app, and hence will be able to access and conduct transactions on your accounts.
- 32.3. You authorise us to act upon all instructions given to us using your mobile number and passcode. Subject to any other provision of these terms and conditions, you are liable for any such instructions.
- 32.4. We may delay acting on an instruction given by you when we reasonably believe it is necessary for us to do so.

### 33. Services Available Using the Up app

- 33.1. By using the Up app you may be able to:
  - (a) review the balance of your accounts to determine the current or available balance;
  - (b) transfer funds between accounts;
  - (c) arrange recurring or future specific date funds transfers;
  - (d) review the transaction history of an account;
  - (e) review the details of a transaction on an account including the date of the transaction, the type of the transaction (such as a withdrawal) and the amount;
  - (f) select an individual transaction or a range of transactions on an account for closer examination;
  - (g) access chat functionality which enables you to exchange secure messages with Up support staff. Sensitive information should not be submitted via chat (e.g.. Tax File Numbers, Card Numbers, passcodes, PINs, etc);
  - (h) transfer funds using the Pay Anyone Service to any account at any financial institution within Australia using a valid BSB number and account number; and
  - (i) Other actions and functionality, as we make it available.

### 34. Equipment

- 34.1. It is your responsibility to obtain and maintain any electronic equipment (e.g. computer hardware or smart phone) which you may need to access the Up app.
- 34.2. The Up app is available for iOS and Android devices and can be installed by using the app store functionality on those devices.

### **35. Access**

- 35.1. You will only have access to an account using the Up app where:
- (a) the account is an Up account;
  - (b) we have received no notification or we are unaware that the account is under a dispute of any kind with any other party or entity; and
  - (c) we have received no notification or we are unaware that an application for bankruptcy or liquidation has been filed either by you, or issued or lodged by another person or entity.
- 35.2. In our discretion, we may require that you authenticate yourself in the Up app using two factor or progressive authentication before we accept your instructions for certain types of activities or transactions in the Up app. For example, we may require you insert a code we send you via SMS or other notification. Where we do so, we may refuse to accept your instruction until you have authenticated yourself as requested.
- 35.3. We will make reasonable efforts to ensure the availability of the Up app and ensure that information we make available to you through the Up app is correct. However, to the extent permitted by law, we do not guarantee the Up app will always be available or error free.
- 35.4. We may block access to the Up app at any time without notice if we believe either it is being misused by you or used without your authority.
- 35.5. You must only use the Up app on a device that has not had its operating software modified against the operating system provider's specifications or recommendations (i.e. it is not "jailbroken" or "rooted") and must promptly install and apply any operating system updates or security patches released by the operating system provider on your device.
- 35.6. We may temporarily block your access to the Up app at any time without prior notice to you in the event of any Up system malfunction.
- 35.7. We may remove your access to the Up app without giving you notice where you have not accessed the Up app for at least six months.
- 35.8. If you give us notice to cancel your access, you remain bound by these terms and conditions which may apply



notwithstanding that your access has been cancelled.

- 35.9. Without limiting clause 35.4, 35.6 or 35.7, we may cease to allow you to access your accounts using the Up app, without providing any reason to you, at any time by providing reasonable prior notice to you.

### **36. Confirmation of Transactions**

- 36.1. We will provide you with a transaction receipt number every time you make a transaction on your account using the Up app. You should record the transaction receipt number and it should be quoted if you or they have any queries in relation to that transaction.
- 36.2. Subject to the requirements of any law, records of transactions made using the Up app will be made available to you on the Up app immediately on completion of the transaction and as part of the associated account's transaction history for later viewing. You can save or print the transaction receipt at your own discretion. We will not provide you with a paper transaction record or receipt.

### **37. Our responsibility for the Up app**

- 37.1. Subject to any other provisions of these terms and conditions, to the extent permitted by law, we are not liable to you for or in connection with:
- (a) any loss or damage you suffer as a result of using the Up app or a payment facility;
  - (b) any malfunction or failure of any electronic equipment;
  - (c) any malfunction or failure of any other system or software you use to access the Up app, including without limitation, telecommunications and ISP services;
  - (d) any unavailability or failure (of which you should have been aware) of the Up app to accept instructions from you;
  - (e) any failure of a passcode to permit you to access the Up app;
  - (f) disclosure of information relating to your accounts through the Up app where the information has been obtained by or in conjunction with any person using your passcode or mobile number; or
  - (g) any unauthorised access to your information transmitted by us through the Up app in relation to a nominated account.
- 37.2. You acknowledge and accept that the Up app may only show transactions and balances current as at the previous business day.

### **38. Liability**

- 38.1. You will be liable for all transactions on your account carried

out using a supported access method. You authorise us to debit all such transactions to your account.

- 38.2. To the extent permitted by law, we will not be liable for any loss or damage you suffer as a result of using the Up app.
- 38.3. You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
  - (a) did not observe any of your obligations under the terms and conditions in this section; or
  - (b) acted negligently or fraudulently in connection with the other terms and conditions.

## Section E: Use and security of your card, biometric identification, passcode and PIN

### 39. Protecting your card, biometric identification, passcode and PIN

- 39.1. The security of your card, biometric identification, passcode and PIN is very important. You may be liable for unauthorised transactions which you contribute to by not keeping your card, biometric identification, passcode and PIN secure. Your liability is governed by clause 44.
- 39.2. You must ensure that you:
- (a) keep your card, recovery code, passcode and PIN secure and protected;
  - (b) do not tell anyone your PIN, passcode or recovery code;
    - (i) do not record your PIN, passcode or recovery code in electronic or written form.
  - (c) do not select a passcode or PIN that is easily identified with you (e.g. your date of birth, your name or part of it or your phone number);
  - (d) do not select a passcode or PIN that is a common or easily guessed combination (e.g. repeated or consecutive numbers such as 5555 or 1234);
  - (e) do not provide your PIN, recovery code, passcode or card to any person (including a family member or a friend);
  - (f) do not allow any unauthorised person to observe or hear your recovery code, PIN or passcode;
  - (g) do not allow any unauthorised person to enrol or register their biometric information on a device in which the Up app is installed and not install or use the Up app on any device on which another person has enrolled or registered their biometric information;
  - (h) only sign in to or use the Up app on a device which is and remains in your possession and is secured in such a manner that it is only accessible by you, such as with a personal identification number or passcode that only you know, or with a biometric system such as a fingerprint or facial recognition system that only has your biometric information enrolled or registered in it.
- 39.3. If you have a card you must also ensure that you:
- (a) sign your card as soon as you receive it;

- (b) keep your card in a safe place;
- (c) check regularly that you have your card in your possession;
- (d) do not record your PIN on your card or carry any record of your PIN in an undisguised form with the card. (Merely placing a couple of digits at the beginning or end of your PIN disguising it as a telephone number or birth date is not sufficient);
- (e) do not let anyone use your card. You may be legally liable if someone else uses your card and PIN, with or without your permission;
- (f) destroy expired cards; and
- (g) collect your card from the ATM after completing a transaction.

39.4. The following ways of recording a PIN are often deciphered by thieves and it is strongly recommended that these ways are not used for recording PIN's:

- (a) recording the PIN as a series of numbers with any of them marked, circled or highlighted to indicate the PIN;
- (b) recording the PIN with surrounding information that makes it stand out from its context. For instance, a PIN recorded as a 4 or 6 digit telephone number where all other numbers are 8 digits;
- (c) recording the PIN as a string of digits in isolation from other information; and
- (d) recording the PIN as a birth date, postcode or telephone number without additional features of disguise.

39.5. A reasonable attempt must be made to protect the security of a PIN. Making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, includes but is not limited to:

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

39.6. You must not act with extreme carelessness in failing to protect the security of your PIN where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behavior. An example of extreme carelessness is storing your PIN in an unprotected computer or diary under the heading PIN.

**40. Loss, theft and unauthorised use of your card, device, passcode, recovery code or PIN**

- 40.1. You must notify us immediately if:
- (a) any record you may have of your PIN, recovery code or passcode is lost or stolen;
  - (b) someone has stolen your card;
  - (c) you have lost your card;
  - (d) you become aware or suspect another person knows your recovery code, PIN or passcode or has used your recovery code, PIN or passcode without your authority;
  - (e) someone steals your device;
  - (f) you lose your device;
  - (g) you change or otherwise lose access to or the right to use your mobile phone number; or
  - (h) the biometric identification method on your device becomes compromised or another person has registered their biometric details on your device.

## Lost and Stolen cards:

In Australia contact us on 1300 002 258

Overseas contact us on +61 1300 002 258

Alternatively, phone +1 636 722 7111 reverse charges (this service is available 24 hours a day, 7 days a week), or visit the Mastercard International website at [mastercard.com](https://www.mastercard.com) to obtain a toll free number for the country you are travelling in.

- 40.2. Any unreasonable delay in notifying us may expose you to liability for losses incurred as a result of unauthorised access or transactions. Liability for unauthorised transactions is set out in clause 44.
- 40.3. You are not liable for any unauthorised transactions which could have been prevented during any period of unavailability of all these contact points as long as you notify us within a reasonable time of a contact point becoming available.
- 40.4. When you report the loss, theft or unauthorised use of your card, PIN or passcode, you will be given a notification number which you should retain as evidence of the date and time of your report.
- 40.5. You should confirm any verbal notification via the Up app as soon as possible.
- 40.6. If you find your card after reporting it lost or stolen, cut it up and do not attempt to use it. We cancel all cards reported lost or stolen.
- 40.7. You can arrange for an emergency replacement card if required, at the time of reporting your card lost or stolen.

## 41. Your Liability – Non PIN generated transactions

- 41.1. You are not liable for any transaction performed without your permission, unless you have contributed to the loss by:
- (a) letting someone else use your card; or
  - (b) unreasonably delaying notifying us of the loss, theft or unauthorised use of your card.
- 41.2. If you did either of these things, we may hold you liable for all transactions carried out using your card up to the time you notify us of the loss, theft or unauthorised use of your card.
- 41.3. A disputed transaction may include:
- (a) An unauthorised transaction – a transaction which you believe was not authorised by use of the card or account by you. This includes any unauthorised telephone, internet or mail orders or any other unauthorised transactions on your account.
  - (b) General dispute – a transaction which you wish to dispute. This may include a transaction which has been processed to your account more than once, or a transaction which was authorised by the use of your card or account which you wish to dispute.
- 41.4. Despite notifying us of a disputed transaction, you remain liable for any purchase made by you.
- 41.5. Mastercard have a dispute resolution process that is contained in the operating rule of the card scheme. This process sets out the specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'. We will claim a chargeback right where one exists and you have disputed the transaction within the required time frame. We will claim the chargeback for the most appropriate reason. Our ability to investigate any disputed transaction on your account, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of the card scheme. The timeframes for us to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of transaction. We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with card scheme rules.

## **42. Electronic transactions**

- 42.1. If the ePayments Code is applicable to a disputed transaction, the timeframes as specified in clause 41.5 may not apply in certain circumstances.
- 42.2. Our ability to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify us within the required timeframes. For this reason, it is in your interest to report any disputed transaction to us immediately

and certainly no later than the due date shown on the statement of account. Where it can be shown that you have unreasonably delayed notifying us, you may be liable for the loss on any disputed transaction.

- 42.3. If a dispute is withdrawn or resolved in favour of the merchant, a voucher retrieval fee may apply.
- 42.4. Where a dispute is resolved in your favour, we will make the necessary adjustments to any interest and fees charged as a result of your dispute.

To report an unauthorised transaction, please contact us via the 'Contact Methods' listed on page 2.

## **Section F: EFT Transactions – PIN, Passcode and mobile number generated transactions**

We warrant that we will comply with the requirements of the ePayments Code.

### **43. Liability for authorised transactions**

- 43.1. You are responsible for all transactions carried out using a PIN, or your registered mobile number and passcode, by you or by anyone else with your knowledge and consent.
- 43.2. If the Up app malfunctions after having accepted your instructions or fails to complete the transaction in accordance with your instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account, including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.
- 43.3. If you are aware or should have been aware that the Up app was unavailable for use or was malfunctioning, then our responsibility will be limited to the correction of errors in your account and the refund of any fee imposed as a result.
- 43.4. We may withdraw electronic access to your account without prior notice to you in the event of any Up app malfunction.

### **44. Liability for unauthorised transactions**

- 44.1. You will not be liable for losses arising out of:
  - (a) unauthorised transactions where it is clear that you have not contributed to the loss;
  - (b) the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents or employees;
  - (c) any component of an access method that is forged, faulty, expired or cancelled;
  - (d) unauthorised transactions occurring after you have notified us as required by these terms and conditions of the loss, theft or misuse of a card, forming part of an access method or that the security of a PIN, your passcode or mobile number has been breached;
  - (e) transactions which require the use of a card or PIN linked to your account, and that occurred before you received that card or PIN from us (including a reissued or replacement card or PIN);



- (f) the same transaction being incorrectly debited more than once to the same account.

44.2. You are liable where we can prove on the balance of probability that you have contributed to the losses in any of the following ways:

- (a) through your fraud;
- (b) by you voluntarily disclosing the recovery code, PIN or your passcode to anyone, including a family member or friend;
- (c) by keeping a record of the PIN (without making any reasonable attempt to disguise the PIN or prevent unauthorised access to the PIN) on the one article, or on several articles, carried with the card, so that they are liable to loss or theft simultaneously with the card;
- (d) by keeping a record of your PIN or passcode (without making any reasonable attempt to protect the security of the records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;
- (e) where we permit you to select or change a PIN or passcode, by selecting numbers which represent your birth date or letters which are a recognisable part of your name, if immediately before this was done we specifically warned you not to do so and that you might incur liability by doing so;
- (f) by acting with extreme carelessness in failing to protect the security of the recovery code, PIN or your passcode;
- (g) where the ePayments Code requires, that the recording or voluntary disclosure of one or more but not all of the codes forming part of the access method was the dominant contributing cause of the loss;
- (h) by leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

In these cases, you will be liable for the actual losses which happened before you notified us that the card had been misused, lost or stolen or that the security of an access method had been breached, but you will not be liable for any of the following amounts:

- (a) that portion of the losses incurred on any one day which exceed the applicable daily withdrawal limits;
- (b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
- (c) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
- (d) all losses incurred on any accounts which we and you had not agreed could be accessed using the access

method;

- (e) any losses incurred as a result of conduct we expressly authorised you to engage in;
- (f) any losses incurred as a result of you disclosing, recording or storing a recovery code, PIN or passcode in a way that is required for the purposes of using a service such as a password manager, or storing your codes in an electronic wallet on your computer which is expressly or implicitly promoted, endorsed or authorised by us.

44.3. Where we can prove on the balance of probability that you have contributed to the losses by unreasonably delaying notification after becoming aware of the misuse, loss or theft of a card forming part of the access method, or that the security of all the codes forming part of the access method has been breached, you are liable for the actual losses which occur between when you became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we were actually notified, but you are not liable for any of the following amounts:

- (a) that portion of the losses incurred on any one day which exceed any applicable daily withdrawal limits;
- (b) that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
- (c) that portion of the total losses incurred on any account which exceeds the balance of that account;
- (d) all losses incurred on any accounts which you and we had not agreed could be accessed using the access method.

44.4. Where we cannot prove you were liable under clauses 44.2 or 44.3 and a PIN or passcode was required to perform the unauthorised transaction, you will be liable for the least of:

- (a) \$150;
- (b) the balance of those accounts (including any prearranged credit) which you and we have agreed may be accessed using the access method;
- (c) the actual loss at the time we were notified (where relevant) that the card has been misused, lost or stolen or that the security of the codes forming part of the access method has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily withdrawal or other periodical withdrawal limits).

44.5. You authorise us to debit any amount for which you are liable under this clause 44 to your account.

## Section G: Automatic payments

This section applies if you arrange for automatic payments to be made out of your account. Automatic payments are not available on all accounts. The Key Features Table on page 3 indicates the accounts for which they are available.

### 45. Types of automatic payments

- 45.1. If you give us authority, we can have regular payments made automatically out of your account on pre-set dates, advised by you. This type of payment is called a "direct debit". A direct debit is when a company, organisation or fund, sends direct debits to your account according to an authority which you need to set up through the company, organisation or fund receiving the money, allowing us to make these payments.

### 46. Arranging an automatic payment

- 46.1. The biller will supply you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.
- 46.2. You must give us the information we require to enable us to make an automatic payment. This information may include the BSB and account numbers, and account name of the accounts from and to which payments are to be made. You must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check, and are not responsible for checking, that any information you give to us is correct, including whether the BSB and account numbers correspond to the account name which you advise us. You are liable for any payment we carry out in accordance with your instructions.

### 47. Timing of the automatic payment

- 47.1. The details regarding timing of the payment will be outlined in the Direct Debit Request Service Agreement your biller has supplied to you.
- 47.2. You must ensure that you have sufficient cleared funds available in your account from which a payment will be made, to enable that payment to be made. If the payment date falls on a day other than a business day, those funds must be available by 10am (Victorian time) on the previous day.
- 47.3. If you have insufficient funds in your account, any direct debits may be returned unpaid (dishonoured) to the originating third party.
- 47.4. A fee may be debited to your account in these

circumstances. Current fees and charges are set out in this document.

- 47.5. If you have insufficient funds in your account on three consecutive payment due dates, the authority will be cancelled and you will be notified via the Up app.
- 47.6. Subject to these conditions, when you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB and account number you advise us. If you give us instructions to make a payment on a business day after 10am (Victorian time) on that business day, we may process that payment the following business day.

#### **48. Liability**

- 48.1. To the extent permitted by law and subject to any other provisions of these terms and conditions, we are not liable for any loss or damage you suffer as a result of using the automatic payment facility or any delay, omission or failure in respect of any payment. Without limitation, this includes, if you request us to make a payment to an account held with another financial institution:
  - (a) any delay or failure to make a payment which results in a technical failure in the system we use to make a payment from your account with us to another financial institution; and
  - (b) any omission, delay or failure on the part of the other financial institution in processing that payment.
- 48.2. If we debit or credit your account under an automatic payment arrangement we are not acting as your agent or the agent of another person. We are not liable for any loss or damage to you from us not acting as you require.

## Section H: Pay Anyone Service

This section applies if you use the Pay Anyone Service. The Key Features Table on page 3 indicates the accounts for which this is available.

### 49. About the Pay Anyone Service

The Pay Anyone Service is an online service that allows you to transfer funds directly to accounts at financial institutions within Australia. The transfer may be a once only transfer (either immediate or future date) or you can arrange regular reoccurring transfers.

### 50. Using the Pay Anyone Service

- 50.1. When you tell us to make a Pay Anyone transfer, you must provide us with the following information:
- (a) the account from which you want us to debit the Pay Anyone transfer;
  - (b) the correct account number of the person or business to whom you wish to transfer funds;
  - (c) the correct BSB of the financial institution at which the account to whom you wish to transfer funds, is held or once the NPP has been launched, a PayID created and linked to the account;
  - (d) a reference;
  - (e) the amount of the Pay Anyone transfer; and
  - (f) when you want the transfer made.
- 50.2. You acknowledge and accept that we are not obliged to effect a Pay Anyone transfer if you do not give us all of the above information or give us inaccurate information.
- 50.3. You authorise us to debit the nominated account you specify with the amount of that Pay Anyone transfer(s) you instruct us to make.

**Warning:** Some banks do not cross check the account number with the account name, which may lead to your payment being placed into the wrong account, if you enter an incorrect BSB or account number. You must ensure that the BSB and account number you give us are correct. We will not be liable for any loss as a result of you entering the wrong BSB or account number.

- 50.4. Pay Anyone transfers may be processed as a Direct Entry Payment or, once the NPP has been launched, as an Osko Payment.
- 50.5. We may decide whether to process Pay Anyone transfers you request from your accounts as Direct Entry Payments or Osko Payments in our absolute discretion and you must

not assume that Osko Payments will always be available or offered to you.

## **51. Payments**

- 51.1. We may impose restrictions on the accounts from which a Pay Anyone transfer may be made or impose limits on the amount of Pay Anyone transfers. The default Pay Anyone daily limit is \$2,000.
- 51.2. We may decide not to make any payment if there are insufficient funds available for withdrawal in the specified nominated account to be debited on the due payment date.
- 51.3. We may decide not to process a future-dated Pay Anyone transfer if you have instructed us to make the transfer using a PayID and, at the relevant transfer time, we become aware that the details registered for that PayID in the NPP Addressing Service have substantially changed since you instructed us or, in the case of recurring payments, since the previous transfer.
- 51.4. A delay may occur in the processing of a Pay Anyone transfer where:
  - (a) there is a public or bank holiday on the day you instruct us to make a Pay Anyone transfer; or
  - (b) you instruct us to make a Pay Anyone transfer on a day which is not a business day or after our payment cut-off time on a business day (for payment cut-off times see clause 55).
- 51.5. Regardless of when an immediate Pay Anyone transfer is made, the account from which you want us to debit the Pay Anyone transfer will be debited immediately.
- 51.6. Pay Anyone transfers are irrevocable and once you have told us to make a Pay Anyone transfer it cannot be stopped or cancelled. You must therefore take care to ensure all information you give us in relation to a Pay Anyone transfer request is correct and complete.
- 51.7. Where we process a Pay Anyone transfer as an Osko Payment, the transfer will be processed, cleared and settled on a 24/7 near real-time basis.
- 51.8. Delays may occur in processing Osko Payments.

## **52. If a transfer amount is incorrect**

- 52.1. You must ensure that the information you give us in relation to each Pay Anyone transfer is correct. If you discover that we have been instructed to make a transfer for an incorrect amount:
  - (a) if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess;
  - (b) if the amount transferred is less than the required

amount, you can simply make a further Pay Anyone transfer for the difference.

### **53. Suspension of the Pay Anyone Service**

- 53.1. We may suspend your right to use the Pay Anyone service at any time if you are suspected of acting in a fraudulent or improper manner or we believe doing so is reasonably necessary in order for us to ensure the security or integrity of the Up app, the Pay Anyone service or your account.

### **54. Limit reductions**

- 54.1. We may reduce your Pay Anyone daily limit if you do not use any or part of your limit over a period of time. We will notify you in writing at least 20 days before taking such action, where we are required to do so under the ePayments Code.

### **55. Cut-off times**

- 55.1. If you instruct us to transfer funds before the time specified below, the transfer will be processed overnight on that business day. Subject to the financial institution to whom the funds are being transferred, the payment will in most cases settle on the next business day.

### **Cut-off times:**

Monday – Friday: 7.00pm (Victorian Time)

Saturday, Sunday and Public Holidays: processed next business day.

- 55.2. Pay Anyone transfers may take longer to be credited if you tell us to make a Pay Anyone transfer on a Saturday, Sunday or public holiday or if the recipient's financial institution does not process the payment as soon as they receive it.

### **56. Liability for mistaken payments, unauthorised transactions and fraud**

- 56.1. You must notify us immediately:
- (a) if you become aware that you may have made a mistake (except in relation to the Pay Anyone transfer amount - see clause 52 above or paying funds to an Unintended Recipient – see clause 57), when instructing us to make a Pay Anyone transfer;
  - (b) if you did not authorise the Pay Anyone transfer from your account;
  - (c) if you believe a Pay Anyone transfer was not processed in accordance with your instructions (including delays);
  - (d) if you think you have been fraudulently induced to make a Pay Anyone transfer.
- 56.2. We will attempt to rectify any such matters in relation to

your Pay Anyone transfer in the way described in this clause. If a Pay Anyone transfer is made on your account without your knowledge or consent, liability for that unauthorised Pay Anyone transfer will be determined in accordance with clause 44. Otherwise, except as set out in this clause 56 we will not be liable for any loss or damage you suffer as a result of using the Pay Anyone Service.

- 56.3. You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under the terms and conditions in this section; or
  - (b) acted negligently or fraudulently in connection with the other terms and conditions.
- 56.4. We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone Service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

## 57. Mistaken Internet Payments

- 57.1. In this clause, the following words have these specific meanings:

**“Mistaken Internet Payment”** means a ‘Mistaken Internet Payment’ under the ePayments Code or a ‘Mistaken Payment’ under the NPP Regulations.

Note: This relates to payments you make to an Unintended Recipient using the Pay Anyone Service where you enter an incorrect BSB or account number. It does not include Misdirected Payment under the NPP Regulations.

**“Other ADI”** means the authorised deposit-taking institution (as defined in the Banking Act 1959 Cth) of the Unintended Recipient.

**“Unintended Recipient”** means the recipient of funds as a result of a Mistaken Internet Payment.

- 57.2. This clause applies where you have made a Mistaken Internet Payment covered by the ePayments Code and the Other ADI subscribes to the ePayment Code or which was processed through NPP.
- 57.3. If you have made a Mistaken Internet Payment, you must notify us as soon as possible. We will investigate the matter and inform you (in writing) of the outcome within 30 business days from the date you notified us.
- 57.4. Without the consent of the Unintended Recipient, it may be possible to retrieve the funds from your Mistaken Internet Payment if:
- (a) you reported the Mistaken Internet Payment to us within



7 months;

- (b) we decide that a Mistaken Internet Payment has occurred;
- (c) the Other ADI decides that a Mistaken Internet Payment has occurred; and
- (d) the Unintended Recipient has sufficient credit available in their account to retrieve the funds.

Note: If you report the Mistaken Internet Payment after 10 days but before 7 months, the Unintended Recipient will be given an opportunity to establish that they are entitled to the funds.

57.5. With the consent of the Unintended Recipient, it may be possible to retrieve the funds from your Mistaken Internet Payment if:

- (a) both we and the Other ADI decide that a Mistaken Internet Payment has occurred but the Unintended Recipient does not have sufficient credit in their account;
- (b) both we and the Other ADI decide that a Mistaken Internet Payment has occurred, but you reported the Mistaken Internet Payment after seven months; or
- (c) the Other ADI decides (in their discretion) to seek the Unintended Recipient's consent to return the funds even if the Other ADI is not satisfied that a Mistaken Internet Payment has occurred.

57.6. If the Other ADI withdraws funds from the Unintended Recipient's account, they will return the funds to us. We will then return the funds to you as soon as possible.

57.7. You will be responsible for any of your losses following a Mistaken Internet Payment if:

- (a) both we and the Other ADI decide that no Mistaken Internet Payment has occurred; or
- (b) in certain circumstances, the Unintended Recipient is able to establish that they are entitled to the funds; or
- (c) the consent as described in clause 57.5 is not obtained from the Unintended Recipient.

57.8. You can complain to us about the way your report of a Mistaken Internet Payment is dealt with by contacting us at the Customer Advocate Office on telephone 1300 002 258 from 8:30am – 6.00pm (Victorian time) Monday to Friday.

57.9. If you are not satisfied with the outcome under clause 57.8, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is Financial Ombudsman Service Australia. You can contact the Ombudsman at:

## Financial Ombudsman Service Australia

GPO Box 3

Melbourne VIC 3001

Phone: 1800 FOS AUS (1800 367 287)

Fax: 03 9613 6399

Website: [www.fos.org.au](http://www.fos.org.au)

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

- 57.10. We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone facility other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.
- 57.11. Where you are the recipient of a Mistaken Internet Payment, you authorise us to withdraw the funds relating to that Mistaken Internet Payment from your account if we are required under the ePayment Code to recover those funds from you and return them to the payer's authorised deposit taking institution.

## 58. Incorrect Account Number

- 58.1. When we process your Pay Anyone transfer, we process the Pay Anyone transfer based on the BSB and account number you provide.  
**WARNING: We do not cross check the account number with the account name or reference you provide us.**
- 58.2. If your Pay Anyone transfer is to another financial institution, your Pay Anyone transfer may also be processed on the BSB and account number provided as not all financial institutions cross check account numbers and names.
- Example 1: You want to send a Pay Anyone transfer to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 012 Account Number 123465, the payment will be made into account number 123465 instead of Mr Citizen's account.
- Example 2: You want to send a Pay Anyone transfer to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 021 Account Number 123456, the payment will be made into account number 123456 at BSB 001 021 instead of BSB 001 012.
- 58.3. It is vital that you include the correct account number and BSB.

## 59. PayIDs

- 59.1. In our discretion, we may allow you to create a PayID for your account so that NPP Payments can be made to your account using the PayID instead of the BSB and account number. The creation of a PayID can only be completed once the NPP has been launched.

- 59.2. Creating a PayID is optional. We will not create a PayID for your account without your consent.

## Creating a PayID

- 59.3. You may create a PayID for your account by contacting us. Depending on your circumstances, we may also allow you to create a PayID in e-banking
- 59.4. You may only create a PayID for your account if:
- (a) we are able to verify your identity in a manner that is satisfactory to us;
  - (b) you own or are authorised to use the PayID;
  - (c) the PayID is not likely to be misleading as to who the accountholder for the account is; and
  - (d) creating the PayID will not infringe on the intellectual property rights of any person.
- 59.5. We may refuse to allow you to create a PayID for any reason, including where we have not been able to satisfactorily verify your identity or we are not satisfied that you own or are authorised to use the PayID you are trying to create or we are not satisfied that creating the PayID will not infringe the intellectual property rights of any person.
- 59.6. By creating a PayID for your account:
- (a) you assure us that you own or are authorised to use the PayID;
  - (b) you agree to immediately notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading;
  - (c) you acknowledge that the PayID and information relating to you and the account the PayID is linked to (including the account name, BSB and account number) will be registered in the NPP Addressing Service operated by NPP Australia Limited (not us); and
  - (d) you consent to:
    - i. us disclosing your personal information and the other information you provide to us to NPP Australia Limited as necessary to create the PayID in the NPP Addressing Service; and
    - ii. third parties, such as NPP Australia Limited and other financial institutions that connect to or use the NPP, collecting, storing, using and disclosing that information (including your name and account details) in accordance with the NPP Regulations and NPP Procedures and as necessary for purposes related to NPP Payments to you or your account. Without limiting the last sentence, you acknowledge that the account name associated with your account, or a summary of it, may be disclosed to any person that initiates a NPP Payment using the PayID.

- 59.7. The types of PayIDs we allow you to create and link to your account may differ depending on your circumstances and the type of account you have.
- 59.8. More than one PayID can be created and linked to an account provided that each PayID is unique.
- 59.9. When creating a PayID we will automatically provision a PayID name that is substantially representative of the account.

## Transferring a PayID from or to another account

- 59.10. You can transfer a PayID created and linked to one account with us or another financial institution to another account with us or another financial institution. However, you cannot transfer a PayID while it is locked (see 94.16 below).
- 59.11. If you want to transfer a PayID you have created for one account with us to another account with us or another financial institution, you can do so by contacting us and requesting that we transfer the PayID. We will action your request within one business day unless we agree another time period with you. A transfer of your PayID to another institution is completed by that institution.
- 59.12. If you want to transfer a PayID that has been created and linked to an account at another institution to an account with us, you must first contact the other financial institution to tell them you want to transfer the PayID and then create the PayID with us.

## Updating, locking and closing a PayID

- 59.13. You can request that we update or close a PayID that has been created and linked to your account at any time by contacting us.
- 59.14. You must promptly notify us if, at any time, you cease to own or be authorised to use a PayID created and linked to your account or if any of the information you give us when the PayID is created changes, and request that we update or close the PayID.
- 59.15. We will action a request from you to update or close a PayID within one business day unless we agree another time period with you.
- 59.16. We may, if we have reasonable grounds for doing so, lock or close a PayID created and linked to your account at any time without prior notice to you. Without limitation, this includes where we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity.
- 59.17. If your PayID is locked, you can request that it be unlocked by contacting us. If a PayID is closed it must be re-created before it can be used again.

## PayID disputes

- 59.18. If a PayID cannot be created for your account because it has already been created and linked to another account by someone else we can lodge a dispute. However, there is no guarantee that the dispute will be resolved in your favour or result in you being able to create the PayID for your account. We will promptly notify you of the outcome of the dispute.

## Liability for PayIDs

- 59.19. We are not liable to you for any loss or damage you suffer as a result of:
- (a) a PayID being created and linked to your account or you using or attempting to use a PayID that has been created and linked to your account;
  - (b) us refusing to create a PayID or any delay in a PayID being created and linked to your account;
  - (c) us locking or closing a PayID that has been created and linked to your account; or
  - (d) any failure or malfunction of the NPP (including the NPP Address Service) or any of our systems or procedures that use or connect with the NPP.
- 59.20. You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur in respect of any PayID that is created and linked to your account or your use or attempted use of such a PayID. We may debit any such loss, damage or cost to any account you hold with us.

## Section I: Fees & Charges

There are three types of fees and charges which can apply to your account:

- Transaction fees
- Other fees and charges
- Government charges

This is an important section. It provides you with information about the fees and charges applicable to your accounts.

Fees and charges and Government charges may apply to your account and your use of payment facilities. You authorise us to debit these fees and charges and Government charges to your account. Current fees and charges are set out in this document.

We may change the fees and charges from time to time including introducing new fees and charges and Government charges. However, we will not introduce entry fees, exit fees or charges for the management of funds, excluding charges for the maintenance of the account. There is no maximum limit for the amount of fees and charges we may impose. If the law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.

We may at our sole discretion waive any or all fees and charges from time to time, substitute one fee or charge for an alternative fee or charge, or impose a lower fee or charge.

### Transaction Fees

Unless otherwise stated, the following fees & charges are charged to your account at the time of the transaction.

#### **Retail Purchase**

When you make a payment for goods and services with your Debit Mastercard by mail, telephone or Internet, or through a manual merchant facility or EFTPOS terminal where "credit" is selected.

*Free*

#### **EFTPOS Withdrawal**

When you make a payment for goods and services by selecting "savings" or "cheque", or request cash from an EFTPOS terminal using a PIN in conjunction with your Debit Mastercard.

*Free*

#### **Pay Anyone Transfer**

When you instruct us to make a payment to another account at any financial institution within Australia using the Pay Anyone Service.

*Free*

#### **Direct Debit**

When you make an arrangement with a third party to automatically debit your account, e.g. insurance and health fund premiums, membership and subscription payments.

*Free*

#### **ATM Withdrawal, Balance Enquiry or Transfer**

When you make a withdrawal, balance enquiry or transfer at an ATM in Australia using your Debit Mastercard.

*Free*

Note: Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows you to accept or decline the fee as shown.

#### **International ATM Withdrawal**

When you make a withdrawal at an International ATM using your Debit Mastercard.

*\$5.00*

#### **International ATM Enquiry**

When you make an enquiry at an International ATM using your Debit Mastercard.

*\$1.50*

### **Other Fees & Charges**

Unless otherwise stated, the following fees & charges are charged to your account when you request us to provide the service.

#### **Replacement Card Fee**

Charged when you request a replacement or re-issue of your Debit Mastercard.

*Free*

#### **Express card delivery or redirection.**

*\$15.00*

#### **Emergency Replacement Cards**

Charged when you request the emergency replacement of your Debit Mastercard lost or stolen overseas, within 72 hours of request.

*\$100.00*

#### **Sales Voucher Retrieval Fee**

Applies if we make a retrieval request for a Sales voucher for a non-PIN generated transaction and the retrieval request is withdrawn or determined as being a valid transaction.

*\$10.00 per retrieval*

#### **Audit Request**

When you or your representative (for example, your accountant) request us to provide a written statement of your financial accounts with us.

*\$60.00 per hour (minimum charge \$30.00)*

#### **Pay Anyone Trace Fee**

Applies to each direct entry transaction where a trace is requested

by the customer to obtain information about the transaction made or received by the customer.

*\$30.00*

#### **International Inward Telegraphic Transfers**

Acceptance of payments in a foreign currency for SWIFT transfer into your account.

*\$10.00*

Acceptance of payment in AUD currency for SWIFT transfer into your account.

*\$2.00*

#### **Domestic Inward Telegraphic Transfer**

Acceptance of a payment from an Australian financial institution for fast transfer into your account.

*\$2.00*

#### **Domestic Telegraphic Transfer Return Request**

Applies if you request the return payment of a telegraphic transfer.

*\$25.00*

## Tips on minimising your transaction fees

There are several ways in which you can minimise your transaction fees. They include:

- By making withdrawal and deposit transactions that are free of transaction fees.
- If using an ATM which charges you a fee, withdrawing more cash less often may reduce the number of transactions you make.

As these tips have been prepared without taking into account your objectives, financial situation or needs, before acting on these tips, you should consider how appropriate they are having regard to your objectives, financial situation and needs.





Up is designed, developed and delivered through a collaboration between Ferocia Pty Ltd ABN 67 152 963 712 and Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL and Australian Credit Licence No 237879.

Up is a software application ("Up") provided by Up Money Pty Ltd ACN 624 373 084 ("Up Money"), a subsidiary of Bendigo and Adelaide Bank Limited.

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