

*The little details
you need to know*

GreaterBank 

**Banking General Terms
and Conditions
1 March 2024**

Greater Bank, part of Newcastle Greater Mutual Group Ltd
ACN 087 651 992 AFSL/Australian credit licence 238273.

Why you need to read this

This document details terms and conditions that apply to *accounts* with us and the use of *payment facilities*.

Part A applies to *transaction accounts, savings accounts* and *term deposit accounts*.

Part B sets out information about opening, closing and using *transaction accounts, savings accounts* and *term deposit accounts*.

Parts C - J set out information about the use of *your account* and *payment facilities* that may be available with *your account*.

Part K sets out general matters that apply to all *accounts*.

Part L sets out special meanings we give to certain words, including words printed *like this*.

You'll also need to read other documents to understand all the terms and conditions that apply to your account. You agree that by opening an account with us, you will be bound by these terms and conditions and the terms and conditions of those other documents. The table below sets out other important documents.

Read this	Available here	If you want to know...
<i>Product schedule</i>	On our website, in our branches or by calling us.	Additional terms and conditions that apply to <i>your account</i> (including eligibility requirements, operating conditions, limits, fees, charges and interest rates applying to the <i>account</i> and any minimum balance required). If any term in this document is inconsistent with the terms and conditions of the relevant <i>product schedule</i> , the <i>product schedule</i> prevails to the extent of the inconsistency, unless the term relates to a <i>payment facility</i> in which case these terms and conditions prevail to the extent of the inconsistency.
Current interest rates on <i>accounts</i>	On our website, in our branches or by calling us.	Our current interest rates.

Loan contract or credit contract	<p>Provided when establishing a loan or credit facility.</p> <p>If you need another copy, please call us.</p>	<p>The terms and conditions that apply to a loan or other credit facility (including a credit card account) you have with us that may be accessed using a payment facility.</p> <p>If any term in this document or the relevant product schedule is inconsistent with the other terms and conditions that apply to your loan or credit facility, those other terms and conditions prevail to the extent of the inconsistency, unless the term relates to a payment facility in which case these terms and conditions and the terms and conditions of the relevant product schedule prevail to the extent of the inconsistency.</p>
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Information you provided to us

You warrant that the information and declarations you have provided to us, including when you opened your account (including via online banking and/or in your application, account opening form and/or signature card), are true, accurate and complete. You must advise us as soon as practicable if any of your details (including your name, residential address, postal address, email address, telephone number, citizenship, residency or tax information) change.

Customer Owned Banking Code of Practice

The Customer Owned Banking Code of Practice may apply to the use of your account or payment facilities available with your account. If you are an individual or small business customer (as defined in the Customer Owned Banking Code of Practice). Where it applies, we will comply with the Customer Owned Banking Code of Practice. The Customer Owned Banking Code of Practice is available via our website www.greater.com.au.

ePayments Code

The ePayments Code may apply to the use of electronic payment facilities to make payments or withdraw funds from, or transfer funds to, your account. It will apply if you are an individual, unless the use is for business purposes. Where it applies, we will comply with the ePayments Code. You can obtain a copy of the ePayments Code from ASIC's website www.asic.gov.au.

Your privacy

We're committed to protecting *your* privacy. We collect, use, hold, store and share *your* personal information in accordance with *our* Privacy and Credit Reporting Policy (**Privacy Policy**). This includes for the purposes of assessing and processing *your* application for products and/or services offered or distributed by *us*. Without this information we may be unable to assess or process *your* application or provide, or arrange for the provision of, products and/or services to *you*.

Our Privacy Policy includes details about how *you* may request access to and ask *us* to correct the information that *we* hold about *you*. *Our* Privacy Policy also outlines *our* privacy complaints process. *Our* Privacy Policy is available on *our* website greater.com.au/help/legal/privacy-policy or *you* can obtain a copy free of charge in any of *our* branches or by calling *us* on 13 13 86.

Financial hardship

If *you're* having trouble meeting *your* financial obligations to *us*, please contact *us* immediately so *we* may determine how *we* may be able to assist *you*.

Membership of Newcastle Greater Mutual Group Ltd

By opening an *account* with *us*, *you* agree to become a member of Newcastle Greater Mutual Group Ltd and to be bound by its constitution (a copy of that constitution is available on *our* website or can be obtained by calling *us* on 13 13 86).

You acknowledge that the constitution includes an undertaking by each member to contribute an amount specified in the constitution (currently \$1.00) to the property of Newcastle Greater Mutual Group Ltd if it is wound up.

How to contact us

Email *us* at: webenquiry@greater.com.au

Call *us* on: 13 13 86

Write to *us* at: 103 Tudor Street HAMILTON NSW 2303
or

PO Box 173 HAMILTON NSW 2303

Visit *our* website: greater.com.au

Visit *us* in any of *our* branches: the locations of *our* branches are listed on *our* website. *You* can also call *us* to find out the locations of *our* branches.

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Parts A and B set out general terms and conditions that apply to *your transaction account, savings account or term deposit account*. Other specific terms and conditions that apply to these accounts are contained in the relevant *product schedule*.

Part A: *Transaction accounts, savings accounts and term deposit accounts*

1 **What is a transaction account?**

- 1.1 A *transaction account* is used for your everyday transactions. You can put money in and take money out of *your transaction account* multiple times. You can also use it to transfer money to pay other parties or accept transfers of money from other parties.
- 1.2 A *transaction account* may not be suitable for you if you want an account to grow your savings. If you want an account like this, have a look at our *savings accounts or term deposit accounts*.

2 **What is a savings account?**

- 2.1 The purpose of a *savings account* is to grow your savings.
- 2.2 A *savings account* can't be used like a *transaction account*.

3 **What is a term deposit account?**

- 3.1 A *term deposit account* is an account that holds a fixed amount of money for a fixed term we agree with you, and which attracts interest at a fixed interest rate for that fixed term.
- 3.2 A *term deposit account* can't be used like a *transaction account*. This means that you can't put money in and take money out of *your term deposit account* multiple times. After you open *your term deposit account*, you can only put your money in once and take money out once.
- 3.3 A *term deposit account* may not be suitable for you if you might need the money back before the date we both agreed (i.e. the end of the fixed term). If you ask for your money back before this date, then the interest we pay you will be reduced in the manner set out in the relevant *product schedule*.
- 3.4 If you want to keep saving with us after your *term deposit* has ended you can choose to reinvest your money for a further term at the then applicable fixed interest rate or put your money in a *savings account*.

Part B: Opening, using and closing your transaction account, savings account or term deposit account

4 Opening and using your transaction account and savings account

- 4.1 After your *transaction account* or *savings account* is opened, subject to these terms and conditions and any other terms and conditions that apply to your *account*, you can start putting money in and taking money out at any time.
- 4.2 You must have at least the minimum balance in your *transaction account* or *savings account* at all times. The minimum balance is set out in the *product schedule*.
- 4.3 You can put money into your *transaction account* or *savings account*, and take it out, in any of the ways listed as *payment methods* in the *product schedule*. You can only take out cleared funds (for example, if you put in a cheque, it may take a number of days for the cheque to be processed).

5 Opening and using your term deposit account

- 5.1 When you open your *term deposit account* (or tell us to rollover your current *term deposit*) you need to tell us how long you would like us to hold your money for (this is the **term** of your *term deposit*) and we need to agree on the date the *term deposit* will end (known as the **maturity date**). You will also need to provide us with additional information like where and when you would like interest to be paid. Details of all the information you will need to provide us when you open a *term deposit account* or rollover a *term deposit* are set out in the *product schedule*.
- 5.2 You can start your *term deposit* by putting at least the minimum initial deposit amount into your *term deposit account*. The minimum initial deposit is set out in the *product schedule*.
- 5.3 The amount that you put into your *term deposit account* should be the amount that you want us to hold for the term of your *term deposit*. You'll have the opportunity to add more money to your *term deposit account* at rollover.
- 5.4 If you want to start a new *term deposit* and your current *term deposit* hasn't ended, you must open another *term deposit account*.

6 Closing your transaction account or savings account

- 6.1 You can tell us to close your *transaction account* or *savings account* by visiting us in any of our branches (or by calling us or sending us an email or secure message via *online banking* if your *account balance* is less than \$20). If you do, we will take out all the money in your *account* and pay it to you as you reasonably direct.
- 6.2 Before your *account* is closed, you must pay us any amount you owe us in connection with your *account*. We can debit any amount you owe us to your *account* before we pay you the balance.
- 6.3 If you close your *account*:
- (a) we will cancel any *payment facility* linked to your *account*
 - (b) you must destroy all *Visa cards* and unused *cheques* linked to your *account*.

7 Ending your term deposit account

- 7.1 We'll send you a notice before the maturity date asking whether you'd like to take all the money out of your *term deposit account* on the maturity date or rollover your current *term deposit* on the day following the maturity date at the then applicable fixed interest rate.
- 7.2 You're required to tell us about what you would like us to do with your money in your *term deposit account* at the maturity date. When you're required to tell us this and what happens if we don't hear from you prior to the maturity date, is set out in the *product schedule*.
- 7.3 Before your *term deposit account* is closed (either on the maturity date or for any other reason) you must pay us any amount you owe us, in connection with your *term deposit account*. We can debit any amount you owe us to your *term deposit account* before we pay you the balance.

Parts C - J set out information about the use of your *account* and *payment facilities* that may be available with your *account*. Other specific terms and conditions that apply to your *account* and these *payment facilities* are contained in the relevant *product schedule*.

Part C: Interest and fees and charges

8 Interest

- 8.1 We'll say whether or not we pay interest on the amount in *your transaction account* or *savings account* in the *product schedule*. If we do pay interest on *your transaction account* or *savings account*, the interest rate and the way interest is calculated:
- (a) is set out or described in the *product schedule*
 - (b) is subject to change - the types of changes we may make and how we'll notify you of a change is outlined in clause 65.
- 8.2 The interest rate that applies to *your term deposit account*:
- (a) is determined by the term you have chosen. It is set on, and (subject to (b) below) does not change from, the date that you put money into *your term deposit account* (or, if *your term deposit* is rolled over, the date of rollover)
 - (b) may change if the money is taken out before the maturity date. If the money is taken out before the maturity date the interest rate that applied to the *term deposit account* will be reduced to the reduced rate set out or described in the *product schedule* from the date you put money into the *term deposit account* until it's taken out. The amount of interest paid to you will be adjusted to reflect the reduced rate and if we've already paid the interest, we'll reduce the balance of *your term deposit account* by the amount we've overpaid you.
- The interest rate and the way interest is calculated on *your term deposit account* is set out or described in the *product schedule*.
- 8.3 If you have a loan or other credit facility (including a *credit card account*) with us, the interest payable on *your loan* or credit facility, including the way interest is calculated, is set out or described in *your loan* contract or credit contract.
- 8.4 Current interest rates are available on our website, by visiting us in any of our branches or by calling us.

9 Fees and charges

9.1 The fees and charges that may be payable in respect of *your transaction account, savings account or term deposit account* or the *payment facilities* available with *your account* are set out or described in the *product schedule* along with details of when these fees and charges are required to be paid. *You* authorise *us* to debit these and any government charges to *your account* on or after the date that they become payable.

9.2 If you have a loan or other credit facility (including a *credit card* account) with *us*, credit fees and charges that may be payable in respect of *your loan or credit facility*, along with details of when these fees and charges may be required to be paid, are set out or described in *your loan contract or credit contract*.

Additional fees and charges that may be payable in respect of the *payment facilities* available with *your credit or loan account* are set out or described in the *product schedule* along with details of when these fees and charges are required to be paid. *You* authorise *us* to debit these and any government charges to *your account* on or after the date that they become payable.

9.3 The fees and charges that apply to *your transaction account, savings account or term deposit account* may be subject to change - *we'll* notify *you* of a change as outlined in clause 65.

9.4 The fees and charges that apply to the *payment facilities* available with *your account* (including *payment facilities* available with *credit or loan accounts*) may also be subject to change - the types of changes *we* may make and how *we'll* notify *you* of a change is outlined in clause 65.

Part D: Visa cards

10 About your Visa card

10.1 A Greater Bank Visa debit *card* lets *you* and each *additional cardholder* access money available through *your account* to buy goods or services and take out cash in stores or at an *ATM*.

10.2 A Greater Bank Visa credit *card* lets *you* and each *additional cardholder* use credit provided by *us* to buy goods and services or obtain a cash advance.

- 10.3 After you have opened your account, we'll send you and each additional cardholder a Visa card and PIN, if this option is available in the product schedule and you selected it.
- 10.4 Before you or an additional cardholder can use your/ their Visa card you/ they need to activate it in one of the ways we specify when we provide the Visa card to you/ them. Only once you or an additional cardholder activate your/ their Visa card can you/ they choose a new PIN.

11 Using a Visa card

- 11.1 You and each additional cardholder can use your/ their Visa card anywhere Visa cards are accepted in Australia and overseas including in stores, online, over the phone and at ATMs.
- 11.2 When you or an authorised person use your/ their Visa card, you're telling us to take money available to you from your account. It's important you/ the authorised person check the amount is correct before completing the transaction. Once the transaction is complete you may not be able to get your money back.
- 11.3 If you or an additional cardholder use your/ their Visa card to buy goods or services in a foreign currency or take out foreign currency, such as at an ATM:
 - (a) Visa will convert the foreign currency amount directly into Australian dollars or into United States dollars and then into Australian dollars. We will then take the Australian dollar amount out of your account. The rate at which the foreign currency is converted into United States or Australian dollars is determined by Visa
 - (b) a foreign currency conversion fee is also payable to us and we'll take this out of your account (see the product schedule).
- 11.4 We may impose limits on the amount that you and additional cardholders can take out of your account using a Visa card. Limits may be on a per transaction basis or on a time period basis. For details of current limits see the product schedule.

If you request a higher transaction limit your liability for unauthorised transactions may increase.
- 11.5 Some merchants may impose a surcharge or apply additional limits.

11.6 We're not liable if a merchant refuses to accept a card, PIN or other access code.

12 Additional cards

12.1 You can ask us to give another person a Visa card which they use to access and operate your account. If we agree to your request and give that person a Visa card, they'll be an additional cardholder and will be authorised to access and operate your account.

12.2 An additional cardholder is able to operate your account in the following ways only:

(a) make purchases and transfers and obtain cash advances

(b) access the money in your account (including taking all of that money out)

(c) make payments to or from your account

(d) initiate direct debits using the card number of the additional Visa card

(e) lock or cancel the additional Visa card

(f) select/change the PIN of the additional Visa card

(g) report the additional Visa card lost or stolen

(h) request refunds.

12.3 Additional cardholders are also able to access information about your account (including your personal information and balance and statement details).

12.4 You can ask us at any time to cancel any Visa card issued to an additional cardholder by visiting us in any of our branches or calling us.

13 Locking and unlocking a Visa card

13.1 You can lock your or an additional cardholder's Visa card through online banking by visiting us in any of our branches or calling us on 13 13 86, 24 hours a day, 7 days a week. If your Visa card is lost or stolen outside Australia, phone the Visa Global Customer Assistance Service on +1 303 967 1090.

An additional cardholder may also lock their card (but not other cards) in any of these ways.

Further information on lost or stolen cards can be found at <https://www.visa.com.au/support/consumer/lost-stolen-card.html>.

13.2 While a Visa card is locked, any payments made with the Visa card will be declined.

13.3 When you want to unlock *your* or an *additional cardholder's Visa card* you can do so through *online banking*, by calling us on 13 13 86 during business hours or visiting us in any of *our* branches.

An *additional cardholder* may also unlock their *card* (but not other *cards*) in any of these ways if the *additional cardholder* was the person who locked the *card*. An *additional cardholder* is unable to unlock their *card* if you locked the *card*.

13.4 You should lock *your* or an *additional cardholder's Visa card* and tell us immediately if you think that there have been unauthorised transactions on *your account* or you or the *additional cardholder* have been fraudulently induced to make a payment.

14 Freezing or cancelling a Visa card or delaying or refusing transactions

14.1 We may freeze *your* or an *additional cardholder's Visa card* or delay or refuse *your* or an *authorised person's* request to take money out of *your account* or make a payment or other transaction (including purchases and transfers) using a *Visa card*:

- (a) if you don't have sufficient money in *your account* or the amount of the payment or other transaction exceeds any credit or transaction limit
- (b) if you or an *authorised person* don't give us all of the information we reasonably require in order to meet *our* regulatory obligations or to assess the risk of fraudulent transactions or any of the information you or an *authorised person* give us is incorrect, incomplete or misleading
- (c) if we reasonably consider it necessary to protect you or us from fraud or other losses
- (d) while *your* or an *additional cardholder's Visa card* is locked
- (e) if *your account* is frozen or closed
- (f) if we reasonably consider it necessary to do so for security reasons
- (g) if we're required to by law, a court order or a direction or instruction of an *authority*
- (h) if we reasonably consider that the payment or other transaction may result in a person breaching the laws (including sanctions laws) of Australia or any other country

- (i) if we reasonably consider it is necessary in all the circumstances to do so to protect our legitimate business interests.
- 14.2 We may cancel *your* or an *additional cardholder's Visa card*:
- (a) if *you* or an *authorised person* don't give us all of the information we reasonably require in order to meet our regulatory obligations or to assess the risk of fraudulent transactions or any of the information *you* or an *authorised person* give us is incorrect, incomplete or misleading
 - (b) if we reasonably consider it necessary to protect *you* or *us* from fraud or other losses
 - (c) if *your account* is closed
 - (d) if we reasonably consider it necessary for security reasons
 - (e) if we're required to by law, a court order or a direction or instruction of an *authority*
 - (f) if we reasonably consider that a payment or other transaction may result in a person breaching the laws (including sanctions laws) of Australia or any other country
 - (g) if *you* or an *additional cardholder* fail to activate *your/ their card* within 60 days of issue of that card
 - (h) by giving *you* at least 30 days written notice
 - (i) if we reasonably consider it is necessary in all the circumstances to do so to protect our legitimate business interests.
- 14.3 If we cancel *your Visa card*, any *Visa card* we have issued to an *additional cardholder* may also be cancelled.
- 14.4 We may take money out of *your account* after *your* or an *additional cardholder's Visa card* has been cancelled for transactions that occurred before *your/ their Visa card* was cancelled or for any other amounts *you owe us* in connection with the *Visa card*.
- 14.5 We're not liable for any loss *you* or an *authorised person* suffer (including consequential loss) as a consequence of us freezing or cancelling *your* or an *additional cardholder's Visa card* or delaying or refusing a payment or other transaction (including purchases and transfers), except to the extent that loss is caused by the fraud, negligence or wilful misconduct of *us*, *our* related entities or *our* agents.

14.6 If we cancel *your* or an *additional cardholder's Visa card* we may issue *you/ them* with a new *Visa card*. We will also issue *you and/or any additional cardholder* with a new *Visa card* on the expiry of *your/ their Visa card*.

15 Keeping Visa cards secure

15.1 *You* need to protect *your Visa card and PIN*, and ensure each *additional cardholder* protects their *Visa card and PIN*, to make sure that only *you and authorised persons* can take money out of *your account* or make payments or other transactions (including purchases and transfers) using *your/ their Visa card*.

15.2 If *you* or an *additional cardholder* don't protect *your/ their Visa card and PIN*, *you* may not get back any money another person takes out of *your account* using *your* or an *additional cardholder's Visa card* (including for purchases and other transactions) without permission.

15.3 To protect *your* and each *additional cardholder's Visa card* *you/ they* need to:

(a) sign the *card* as soon as it is received, carry it with *you* whenever *you* can and keep it in a safe place

(b) tell *us* or Visa as soon as possible if *you* or an *additional cardholder* lose *your/ their card* or it's stolen - *you* should regularly check *you* still have the *card*

(c) never lend the *card* to anyone (including family members or friends)

(d) make sure *you* don't leave anything, including the *card*, behind when *you* complete a transaction or leave the *card* unattended

(e) make sure *you* don't leave the *card* unattended in or at an *ATM*.

15.4 To protect *your* and each *additional cardholder's PIN* *you/ they* need to:

(a) try to memorise the *PIN*

(b) destroy *our* letter or other documentation providing the *PIN*

(c) if *you* or an *additional cardholder* select *your* own *PIN*, don't use a *PIN* that can be easily guessed or that is associated with *you/ them* - e.g. a birth date or a recognisable part of *your/ their* or a family member's name

(d) don't write the *PIN* (even if it is disguised) on the *Visa card* or on anything that is kept with or near the *Visa card*

- (e) don't tell or show the *PIN* to anyone (including family members or friends)
- (f) don't allow anyone to watch you/ them entering the *PIN*.

16 Fees, charges and the credit limit

- 16.1 There are fees and charges payable in connection with *your Visa card*. These are set out or described in the *product schedule*. If you have a loan or other credit facility (including a *credit card* account) with *us*, there are also fees and charges set out or described in *your* loan contract or credit contract.
- 16.2 You may also be charged an *ATM* withdrawal fee by the *ATM* operator. This fee will be taken out of *your account*. You should carefully read notices displayed at *ATMs* as they may contain information about the fees charged by *ATM* operators.
- 16.3 There is also a credit limit on the amount you can borrow using *your* Greater Bank Visa credit card. We will advise you of the credit limit when we give you the terms and conditions for *your* credit card facility.

Part E: Electronic transaction terms and conditions

17 About electronic transactions

- 17.1 You or an *authorised person* can make and receive payments from and to *your account* using a BSB and account number or a PayID through a *payment facility* (such as Osko®) available with *your account* where the *product schedule* for *your account* allows it. The *payment facilities* available with *your account* are set out or described in the *payment schedule*.
- 17.2 The PayID service is an addressing service that allows you to receive payments through the *New Payments Platform* into *your account* using a unique identifier instead of the BSB and *account* number (for example, a mobile phone number, email address or an *ABN*).
- 17.3 Where the *product schedule* for *your account* allows it, you or an *authorised person* can:
 - (a) make payments using the Osko service under the BPAY® Scheme. Osko allows you to make and receive payments in near real-time

- (b) make payments using the BPAY Payments service under the BPAY Scheme. BPAY Payments lets you pay bills from *billers* registered with the BPAY Scheme.

Additional terms and conditions that apply to the use of PayID, and the terms and conditions that apply to the use of Osko, are available on *our* website.

Terms and conditions that apply to the use of BPAY Payments are set out or described in Part J.

18 Creating and closing a PayID

- 18.1 You can register one or more PayIDs for *your account* or change *your* existing PayIDs in *online banking* or by calling *us*.
- 18.2 Not every unique identifier can be used as a PayID. The full list of types of PayID *you* can use in connection with *your account* is available on *our* website. We may update this list from time to time.
- 18.3 Once a PayID is registered for an *account*, it may not be used in relation to any other *account* with *us* or with another financial institution. To transfer *your* PayID see clause 19 below.
- 18.4 You can request to freeze or close a PayID through *online banking*. We'll generally close a PayID within one business day of receiving *your* request unless we experience system outages or unexpected delays, or need more information to process *your* request.

19 Transferring your PayID

- 19.1 You can request to transfer a PayID registered for an *account* to another *account* with *us*, or to an account with another financial institution, through *online banking*. You can do this at any time unless the PayID is locked or closed. We'll start to transfer a PayID within one business day of receiving *your* request unless we experience system outages or unexpected delays, or need more information to process *your* request.

We may require *you* to use an additional authentication process when *you* request to transfer a PayID on *your account* (for example, to verify *your* identity) before the transfer can be completed.
- 19.2 A transfer of a PayID to another financial institution is started by *us* but completed by that other institution. Until the transfer is completed, Osko *payments* to that PayID will be directed to the *account* it's registered to. If the other financial institution doesn't complete the transfer

within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your original account.

- 19.3 You can also transfer your PayID registered to an account with another financial institution to one of your accounts with us at any time. To do this, you'll need to start the process with that other financial institution.

20 Making payments

- 20.1 You or an authorised person can ask us to make a payment from your account by visiting us in any of our branches or by using a payment facility available with your account. Subject to clauses 20.3 to 20.8, you can ask us to make the payment on the day you ask or on a future date or dates nominated by you or the authorised person.

- 20.2 It's important you and any authorised person check that all the information provided for a payment is correct. Once you or an authorised person have told us to make a payment, you may not be able to get your money back if you or the authorised person have made a mistake.**

You and any authorised person are solely responsible for providing correct payment details including amount and payee details when making a payment.

Subject to the requirements of any law, we're not liable for any loss you or any authorised person suffer (including consequential loss) as a consequence of any payment made in accordance with details provided by you or an authorised person, except to the extent that loss is caused by the fraud, negligence or wilful misconduct of us, our related entities or our agents.

Where you or an authorised person instruct us to make a payment, including an Osko payment, from your account, using a BSB and account number,

- **we don't verify the account number is valid.**
- **we don't verify that the account number matches the account name for any payments from your account.**

- 20.3 We generally act on your or an authorised person's request to make a payment on the day you/ they ask or have asked for it to occur. The payment may be processed on a later date in the following circumstances:

- (a) If you or an *authorised person* asked for a payment (other than future dated payments, including recurring payments) to be made on a day that is not a *banking business day*, the payment will generally be made on the following *banking business day*.
- (b) If you or an *authorised person* ask for a future dated payment, including recurring payments, to be made and the/ a scheduled payment date is not a *banking business day*, the payment will generally be made on the last *banking business day* immediately before the scheduled payment date.

- 20.4 When you or an *authorised person* make a payment from *your account* to another person we try to get the money to that person quickly. Generally, it will arrive in the recipient account within a couple of days but may take longer in some instances (for example, if the payment is being made by cheque or there is a processing delay).
- 20.5 If you or an *authorised person* make a payment from *your account* to another *account* with us it will generally be credited to that *account* immediately unless we experience system outages or other delays. If the payment is to an account with another financial institution, it will be credited to the account with that other financial institution when they process the transaction (which may take up to 3 *banking business days* or sometimes longer).
- 20.6 If a payment is being made into *your account*, you may not be credited with the payment for a couple of days after the payment is made or longer in some instances (for example, because of weekends or public holidays or if the payment is being made by cheque or there is a processing delay). This may mean that where a payment is made close to the end of the month it may not be credited to *your account* until the following month. This may also result in interest not being paid on the payment until the following month because of the conditions set out in the *product schedule*.
- 20.7 We can use *our* reasonable discretion as to which payment is made first, if multiple payments are made on the same day.
- 20.8 We may freeze, block, delay or refuse to make a payment or other transaction (including purchases and transfers):

- (a) if *you* don't have sufficient money in *your account* or the amount of the payment or other transaction exceeds any credit or transaction limit
- (b) if *you* or an *authorised person* don't give us all of the information we reasonably require in order to make the payment or other transaction from *your account* or any of the information *you* or an *authorised person* give us (as required by us in order to make the payment) is incorrect, incomplete or misleading
- (c) if we reasonably consider it necessary to protect *you* or *us* from fraud or other losses
- (d) if *your account* is frozen or closed
- (e) if we reasonably consider it necessary to do so for security reasons
- (f) if we're required to by law, court order or a direction or instruction of an *authority*
- (g) if we reasonably consider that the payment or other transaction may result in a person breaching the laws (including sanctions laws) of Australia or any other country
- (h) if the account *you* or an *authorised person* is trying to pay is closed or can't accept money
- (i) if we reasonably consider that the payment or transaction description contains offensive material
- (j) if we have frozen, suspended or cancelled *your* or the *authorised person's* right to use the *payment facility*
- (k) if we reasonably consider it is necessary in all the circumstances to protect *our* legitimate business interests.

20.9 We're not liable for any loss *you* or an *authorised person* suffer (including consequential loss) as a consequence of us freezing, blocking, delaying or refusing to make a payment or other transaction (including purchases and transfers), except to the extent that loss is caused by the fraud, negligence or wilful misconduct of *us*, *our* related entities or *our* agents.

21 Transaction limits

21.1 We may impose limits on the amount that *you* and *authorised persons* can take out of *your account*. Limits may be on a per transaction basis or on a time period basis. For details of current limits see the *product schedule*.

You can ask us to adjust *your* limit. We do not have to approve *your* request and if we do, we can change *your* limit back to the current limit set out in the *product schedule* at any time.

If you request a higher transaction limit *your* liability for unauthorised transactions may increase.

21.2 Some merchants may impose additional limits.

22 *Mistaken payments*

22.1 A ***mistaken payment*** happens when the sender of a payment makes a mistake in sending a payment that results in money being paid into the account of an unintended recipient.

22.2 A ***mistaken internet payment*** happens when the sender of a payment made through a 'Pay Anyone' internet banking facility (other than a BPAY payment) makes a mistake in sending a payment that involves:

(a) *you* or an *authorised person* providing us with an incorrect BSB, *account* number, PayID or ABN

(b) the intended recipient of the payment giving *you* or an *authorised person* an incorrect BSB, *account* number, PayID or ABN

(c) *you* or an *authorised person* selecting the incorrect recipient from *your/* their payee list in *online banking*

that results in funds being paid into the account of an unintended recipient.

A *mistaken internet payment* **does not** include a BPAY payment.

22.3 If *you* or an *authorised person* **make** a *mistaken payment* (including a *mistaken internet payment*) *your* money may be paid into the account of an unintended recipient, and it may not be possible to recover the money from the unintended recipient. We won't give *you* *your* money back unless the recipient's financial institution first returns it to us.

22.4 If *you* or an *authorised person* have paid a BPAY *biller* too much - contact that *biller* to seek a refund. If *you* or the *authorised person* haven't paid enough - simply make another BPAY payment for the amount still owing.

22.5 For all other *mistaken payments*, *you* or an *authorised person* should let us know immediately by calling us.

22.6 For *mistaken internet payments* only:

- (a) we will attempt to recover the money on *your* behalf (but ultimately the recipient's financial institution will decide whether to give you back *your* money) - we won't give you *your* money back unless the recipient's financial institution first returns it to us
- (b) we will ask the recipient's financial institution to refund the payment depending on when you or an *authorised person* told us about the mistake:

When you or an authorised person tell us

Within 10 business days of making the payment	We'll request that the recipient's financial institution return the money to us.
Between 10 business days and 7 months after making the payment	We'll request that the recipient's financial institution investigate.
More than 7 months after making the payment	We'll report the <i>mistaken internet payment</i> to the recipient's financial institution and ask them to seek the consent of the recipient to return the money to you.

- 22.7 You may also **receive** a *mistaken payment* (including a *mistaken internet payment*).
- 22.8 If we're satisfied, acting reasonably, that you have **received** a *mistaken payment* (including a *mistaken internet payment*) into *your account* and we're notified **within 7 months** after the money has been credited to *your account*, you authorise us to withdraw the money from *your account* and return it to the payer. We will also let you know we have done this. If there are insufficient funds available in *your account* to enable us to return the full amount of the payment to the payer, we can require you to pay us an amount equal to the deficit on demand - i.e. as a debt.
- 22.9 If we're satisfied you have **received** a *mistaken payment* (including a *mistaken internet payment*) into *your account* and we're notified **more than 7 months** after the amount was credited to *your account*, we will seek your consent to return the money to the payer.

23 Problems with payments

- 23.1 We may freeze, suspend or cancel *your* or an *authorised person's* right to make payments or other transactions (including cash advances, purchases and transfers), use a *payment facility* or register or use a PayID with us, or lock or close a PayID:
- (a) if *you* or an *authorised person* don't give us all of the information we reasonably require in order to meet *our* regulatory obligations or to assess the risk of fraudulent transactions or any of the information *you* or an *authorised person* give us is incorrect, incomplete or misleading
 - (b) if we reasonably consider it necessary to protect *you* or us from fraud or other losses
 - (c) if *your* account is frozen or closed
 - (d) if we reasonably consider it necessary for security reasons
 - (e) if we're required to by law, a court order or a direction or instruction of an *authority*
 - (f) if we reasonably consider that the payment or other transaction may result in a person breaching the laws (including sanctions laws) of Australia or any other country
 - (g) in relation to PayID, if we have evidence that *you* or the *authorised person* no longer have the right to use a PayID or *your* or the *authorised person's* PayID has been inactive for 3 years
 - (h) in relation to Osko and BPAY Payments, if *our* membership to the BPAY Scheme or *our* subscription to Osko and/or BPAY Payments is suspended, ceases or is cancelled for any reason
 - (i) if we reasonably consider it is necessary in all the circumstances to do so to protect *our* legitimate business interests.
- 23.2 *You're* responsible for cancelling any future dated or recurring transactions that are linked to *your account* when *your* or an *authorised person's* right to make payments or other transactions or use a particular *payment facility* or PayID with us is frozen, suspended or cancelled.
- 23.3 If we lock or close *your* or an *authorised person's* PayID *you/* they may not be able to use it to make or receive Osko payments.

- 23.4 Requests to unlock a locked PayID may be made through *online banking*.
- 23.5 *We're not liable for any loss you or an authorised person suffer (including consequential loss) as a consequence of us freezing, suspending or cancelling your or an authorised person's right to make payments or other transactions, use a payment facility or register or use a PayID with us, or locking or closing a PayID, except to the extent that loss is caused by the fraud, negligence or wilful misconduct of us, our related entities or our agents.*

24 Network, system or equipment malfunctions, outages and delays

- 24.1 Notwithstanding anything else in these terms and conditions, for transactions to which the *ePayments Code* applies, we do not deny a user's (as defined in the *ePayments Code*) right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic network (such as *us* or a merchant) that the user is entitled to use pursuant to these terms and conditions (**EFT network equipment**), except where the user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case *our liability for any loss arising from the system or equipment unavailability or malfunction is limited to:*
- (a) *correcting any errors on your account*
 - (b) *refunding any fees or charges imposed by us on you as a result.*
- 24.2 Subject to clause 24.1 *your rights under the ePayments Code and any warranties implied by law that can't be excluded and unless expressly provided otherwise in these terms and conditions or any other terms and conditions that apply to your account, we're not liable for any loss you, an authorised person or any other person suffer (including consequential loss) as a consequence of:*
- (a) *any EFT network equipment that does not accept your or an authorised person's instructions, including where a card or other device and/or an access code (including a PIN) entered is not accepted or fails to activate the EFT network equipment*

- b) inaccuracies, errors, omissions, delays or failures by other persons (including other financial institutions), other than *our* related entities or *our* agents
- c) the loss, modification, damage, malfunction or destruction of hardware or software caused by computer viruses or program bugs or similar causes
- d) any outage, malfunction, breakdown or interruption in, or failure or unavailability of, any service or payments or communication network, system or equipment
- e) *online banking* (including *mobile banking* and/or the Greater Bank app), or any other *payment facility* (including any functionality) being unavailable at any time or inaccessible from any location
- f) the failure of any *payment facility* to perform all or part of any function
- g) any delay in the processing or completion of any transaction
- h) failure of your or an authorised person's networks, systems, equipment or devices
- i) *your* or an *authorised person's* use of a browser and/or other equipment that does not meet the system requirements published on *our* website

except to the extent that loss is caused by the fraud or wilful misconduct of *us*, *our* related entities or *our* agents.

24.3 Where *our* liability for breach of a warranty implied by law cannot be excluded, under clause 24.2, to the maximum extent allowed by law, *our* liability is limited to:

- (a) the resupply of the information or services to *you*, including correcting any errors on *your account*
- (b) the payment of the cost of having the information or services resupplied to *you*.

Part F: Cheques

25 About cheques

25.1 A cheque facility allows *you* to write cheques on *your account* if *you're* over 18 years of age. *The product schedule* will state if *you* can have a cheque facility with *your account*.

25.1A **We do not issue cheque facilities or chequebooks with new accounts or accounts that did not already have a cheque facility attached as at 1 March 2021, unless your account is a Business Access, Business Optimiser or Business Line of Credit account.**

25.2 When a cheque is drawn on *your account* and presented to *us* for payment:

(a) it is deemed to be a request by *you* to *us* to withdraw from *your account* the amount of money shown on the cheque

(b) we pay that money to the payee, endorsee, holder, bearer, depositor or presenter of the cheque (as applicable) or that person's financial institution unless the cheque is dishonoured by *us*.

If there are not enough cleared funds in *your account* when the cheque is presented, we may dishonour or pay the cheque at *our* reasonable discretion. This may result in *your account* being overdrawn.

We may also dishonour a cheque drawn on *your account* at *our* reasonable discretion if the cheque has not been completed properly, we otherwise reasonably consider the cheque to be irregular for any reason, for any of the reasons described in clause 29, or if we consider it is reasonably necessary for *us* to do so to protect either *you* or *us* from the risk of fraud or other illegal or unauthorised activity.

25.3 *You* must immediately notify *us* if *you* have any reason to suspect that a cheque drawn on *your account* has been forged or fraudulently altered in any way or is otherwise unauthorised (in whole or in part).

26 How to complete a cheque

26.1 Always be careful when writing or accepting a cheque. Each cheque drawn on *your account* must be completed properly in accordance with any *operating instructions* you have given *us* and with due care so as to avoid fraudulent alteration.

26.2 *You* must take all reasonable care and precautions to reduce the opportunity for forgery and fraud (i.e. to prevent unauthorised, stolen, forged, or fraudulently completed or altered cheques drawn on *your account* being presented to *us*). To reduce the risk of a cheque being forged or fraudulently completed or altered *you* must:

- (a) only sign a cheque after it has been completed
- (b) write the amount on the cheque in words and numbers
- (c) not leave gaps between words or numbers in a way that would allow a cheque to be altered - fill up empty spaces with a horizontal line
- (d) not leave any gap between the printed \$ on a cheque and the figure
- (e) add the word 'only' to the amount to be paid written in words if it does not include any cents (e.g. 'One hundred dollars only')
- (f) not use pencil or erasable ink to write a cheque.

26.3 If you write a cheque and the amount stated on the cheque in words is different from the amount stated on the cheque in numbers, we will pay the lesser amount.

26.4 We may cancel *your* cheque facility if we have reason to believe in all the circumstances that it is reasonably necessary to protect either *you* or *us* from the risk of fraud or other illegal or unauthorised activity.

26.5 If we cancel *your* cheque facility *you* must destroy *your* chequebook when we ask *you* to. *You* remain liable for any cheques presented for payment after cancellation that are not dishonoured by *us* (provided the date of the cheque is before the date of cancellation). Any cheques dated after the cancellation date will be dishonoured and we may charge *you* a dishonour cheque fee (as set out in the relevant *product schedule*).

27 What it means when you write certain things on a cheque

If you:

It means:

Draw two parallel lines from top to bottom on the front of the cheque (i.e. *you* 'cross' the cheque).

The cheque must be paid into an account with a financial institution (i.e. it can't be cashed).

Write 'not negotiable' between the two parallel lines of the crossed cheque.

That where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it. For example, if *your* cheque is stolen and given by a thief to pay an innocent person *you* will be able to recover the amount paid on the cheque from the innocent person, if the thief can't be found.

Write 'account payee only' on the front of a cheque.

This is a warning to a financial institution with which the cheque is deposited that the cheque should only be paid to the account of person named on the cheque as the payee.

Delete the word 'or bearer' on the front of a cheque or write the words 'to the order of' in front of the name of the payee.

The cheque should only be paid to the named payee or to any other person to whom the named payee, by endorsing the cheque, has ordered it to be paid.

28 Stopping a cheque

- 28.1 After *you've* written a cheque but before it's been presented for payment, *you* can request that the cheque be 'stopped'. Stopping a cheque means that the cheque will be cancelled.
- 28.2 To stop a cheque visit *us* in a branch or call *us*. *We'll* provide *you* with a form to complete and let *you* know if *we* require any other documentation or information before *we* can stop the cheque.
- 28.3 If *you* ask *us* to stop a cheque, *we* can charge *you* a fee (see the *product schedule*).

29 Dishonouring a cheque

- 29.1 A cheque may be dishonoured for a range of reasons, including if:
- (a) there is not enough money available in the drawer's account to cover the amount of the cheque
 - (b) the cheque has not been completed correctly or is incomplete
 - (c) the date on the cheque is after the date on which it is presented
 - (d) it is not clear who the cheque should be paid to

- (e) the amount of the cheque is not reasonably clear (note, however, that in accordance with clause 26.3, if the amounts are clear but the amount stated on the cheque in words is different from the amount stated on the cheque in numbers, we will pay the lesser amount)
- (f) it has been stopped
- (g) it has been materially altered and the alteration has not been authorised
- (h) it is more than 15 months old
- (i) the cheque facility or account has been frozen, cancelled or closed
- (j) we have received notice of *your* incapacity, bankruptcy or death.

29.2 We may at *our* reasonable discretion:

- (a) pay a cheque drawn on *your account*, even though it is more than 15 months old or is stale within the meaning of the *Cheques Act 1986* (Cth)
- (b) pay a post-dated cheque drawn on *your account* at any time, including before the date on the cheque.

29.3 If a cheque is dishonoured, we can charge you a fee (see the *product schedule*).

29.4 We're not liable for any loss you, an *authorised person* or any other person suffer (including consequential loss) as a consequence of *us* dishonouring a cheque in good faith in the ordinary course of business or if a stop request is given too late to enable payment of a cheque to be stopped, except to the extent that loss is caused by the fraud or wilful misconduct of *us*, *our* related entities or *our* agents.

30 Keep your chequebook safe

30.1 You must not keep *your* chequebook near any cards or other material that bear *your* signature.

30.2 If you don't protect *your* chequebook, you may not get back any money another person takes out of *your account* using *your* chequebook or the forms in *your* chequebook without *your* permission.

30.3 Tell *us* immediately if any of *your* chequebooks or forms in any chequebook are lost or stolen by visiting *us* in any of *our* branches or calling *us*.

Part G: In branches

31 Deposits and withdrawals in branches

- 31.1 You can make deposits and withdrawals into and out of *your account* by visiting us in any of our branches.
- 31.2 You can also make deposits at ANZ branches (in Australia). If you make a deposit at an ANZ branch (in Australia) it will generally take 3 business days or sometimes longer (for example, if the payment is being made by cheque or there is a processing delay) for the money to appear as cleared funds in *your account*. We may cancel this arrangement with ANZ at any time.

32 Depositing cheques

- 32.1 You can deposit cheques into *your account* that are made payable to you, 'cash' or signed over to you if the *product schedule* or other terms and conditions that apply to *your account* allow for cheque deposits.
- 32.2 You can't access the money deposited through a cheque until it has cleared. This generally takes a few days.
- 32.3 If a cheque is returned to us unpaid, it means it has been dishonoured by the financial institution on which the cheque is drawn. If that happens we will reverse the entry made to *your account* (i.e. deduct the amount we credited from *your account*) and may also return the cheque to you. It is *your* responsibility to pursue payment from the person who gave you the dishonoured cheque.
- 32.4 **We don't accept foreign cheques** (a *foreign cheque* is a cheque drawn payable in a currency other than Australian dollars). This means you can't deposit *foreign cheques* into *your account*, even if the cheque is made payable to you, 'cash' or signed over to you.

Part H: Transactions on *your account*

33 You're responsible for *your account*

- 33.1 You're wholly responsible and liable for:
- (a) all obligations arising under these terms and conditions or any other terms and conditions that apply to *your account* or *your* or an *authorised person's* access to or use of any *payment facility*

- (b) subject to *your* rights under the *ePayments Code*, all transactions on *your account*
- (c) any amount owing in connection with *your account*
- (d) any loss suffered (including consequential loss) by any person as a result of the operation of *your account*, except to the extent that loss is caused by the fraud, negligence or wilful misconduct of *us*, *our* related entities or *our* agents.

33.2 *You're* responsible and liable for all actions and transactions of an *authorised person* as if *you yourself* had done the thing. This includes that if they do something that *you're* not allowed to do under these terms and conditions *you'll* be responsible.

33.3 It is also *your* responsibility to:

- (a) not engage in or effect, or allow an *authorised person* to engage in or effect a transaction on *your account* that may be fraudulent or may result in a person breaching the laws (including sanctions laws) of Australia or any other country
- (b) ensure at all times that sufficient money is available in *your account* to meet payments and other transactions *you* or an *authorised person* ask *us* to make (including future dated or recurring payments on the due date)
- (c) arrange a suitable alternate *payment method* if *your account*, *Visa card*, *PayID* (and/or the *Visa card* or *PayID* of an *authorised person*), a *payment facility* or other means of making a payment or transaction (including purchases and transfers) is frozen, suspended, locked, closed, cancelled or otherwise unavailable or not functioning for any reason
- (d) comply with *your* obligations under these terms and conditions and any other terms and conditions that apply to *your account*.

33.4 *You* must compensate *us* for any reasonable loss or damage *we* may suffer due to any claim, demand or action of any kind brought against *us* arising directly or indirectly because *you* or an *authorised person*:

- (a) didn't comply with any of *your* obligations under these terms and conditions or other terms and conditions that apply to *your account* or the services, including *payment facilities*, available with or for *your account*

(b) acted negligently or fraudulently in connection with *your account* or any *payment facility*.

34 If you suspect someone's been using your account

34.1 Let us know straight away if:

(a) *you* think someone else has been making payments or other transactions (including purchases or transfers) from *your account*

(b) *you* think someone else has been using *your Visa card* without *your permission*

(c) *your* or an *authorised person's Visa card* is lost or stolen

(d) *your* chequebook or any forms in *your* chequebook is/ are lost or stolen

(e) an *access code* has become known to someone else.

35 When you're not responsible for unauthorised EFT transactions

35.1 An unauthorised transaction is a payment or other transaction which was not authorised by *you* or an *authorised person*.

35.2 *You* won't be responsible for loss from an unauthorised *EFT transaction* if any of the following apply:

(a) it is clear *you* or an *authorised person* didn't contribute to the loss in some way

(b) the loss arises after *you* or an *authorised person* notify us that any *Visa card* or other device used to access *your account* has been misused, lost or stolen, or that the security of an *access code* has been breached

(c) the loss was caused by the fraudulent or negligent conduct of any of *our* employees or agents or the employees or agents of any person (including merchants) involved in the electronic funds transfer network

(d) the loss occurs because a device, an identifier (like an *account* number) or an *access code* was forged, faulty, expired or cancelled

(e) the loss results from an *EFT transaction* requiring the use of a device or *access code* that occurred before *you* or an *authorised person* received the device or *access code* (including a reissued device or *access code*)

- (f) the same transaction was incorrectly debited more than once to *your account*
- (g) the loss results from an *EFT transaction* that can be made using an identifier (like an *account number*) but does not require the use of a device or *access code*
- (h) the loss results from an *EFT transaction* that can be made using a device, or a device and an identifier (like an *account number*), but does not require an *access code*, unless there was unreasonable delay in you or an *authorised person* notifying us of the misuse, loss or theft of the device. Where there is unreasonable delay, *you're liable*.

36 When you're responsible for unauthorised EFT transactions

- 36.1 *You're responsible and liable for all losses arising from payments and other transactions which are:*
- (a) carried out or authorised by *you* or an *authorised person*
 - (b) carried out with the knowledge and consent of *you* or an *authorised person*.
- 36.2 *You're also responsible and liable for all losses arising from unauthorised transactions:*
- (a) where *you* or an *authorised person* caused or contributed to the losses in some way and/or
 - (b) in the following scenarios:

Scenario

What you will be liable for

Where one or more *access codes* are required to perform a transaction and *you* or an *authorised person* breached the *access code security requirements* and we can prove on the balance of probability that *you* or an *authorised person* contributed to the loss from the unauthorised transaction by breaching the *access code security requirements*.

Actual losses that occur before the loss, theft or misuse of a *Visa card* or other device or breach of *access code security requirements* is reported to us.

Where more than one access code is required to perform a transaction and we can prove on the balance of probability that:

- you or an *authorised person* breached the *access code security requirements* for one or more of those required *access codes*, but not all of the required *access codes*; and
- the breach of the *access code security requirements* was more than 50% responsible for the losses when assessed together with all contributing causes.

Actual losses that occur before the loss, theft or misuse of a *Visa card* or other device or breach of *access code security requirements* is reported to us.

We can prove on the balance of probability that you or an *authorised person* contributed to the loss from the unauthorised transaction through fraud.

Actual losses that occur before the loss, theft or misuse of a *Visa card* or other device or breach of *access code security requirements* is reported to us.

We can prove on the balance of probability that you or an *authorised person* contributed to the losses by unreasonably delaying notifying us of the misuse, loss or theft of a *Visa card* or other device or that the security of all *access codes* has been breached.

The actual losses that occur between when you or an *authorised person* become aware or should reasonably have become aware that the *Visa card* or other device was misused, lost or stolen or that the security of all *access codes* had been breached and when you notify us.

You or an *authorised person* contributed to the losses by leaving a *card* in an *ATM* as long as the *ATM* incorporates reasonable safety standards that mitigate the risk of a *card* being left in the *ATM* (for example, the machine captures cards that are not removed after a reasonable time or requires that the *card* be removed from the machine before the transaction can proceed or be completed).

The actual losses that occur between when you or an *authorised person* leave the *card* in the *ATM* or the *card* is otherwise lost or stolen and when you notify us.

Any other situation where an *access code* is needed to perform an unauthorised *EFT transaction* and it is unclear whether *you* or an *authorised person* contributed to the loss (e.g. where none of the above scenarios apply).

The lesser of:

- \$50
- the balance of the *account(s)* (including prearranged credit) which we had agreed with *you* or an *authorised person* may be accessed using a *Visa card* or other device or *access code*
- the actual loss at the time *you* or an *authorised person* notify us that the *Visa card* or other device has been misused, lost or stolen, or that the *access code security requirements* have been breached (excluding that portion of any money lost on any one day that is more than the applicable daily transaction or other periodic transaction limit).

37 Limits on your responsibility

37.1 Even if losses occur in the scenarios set out in the table in clause 36 (other than in the last row of the table) *you* won't be liable for:

- (a) that portion of any money that has been withdrawn from or charged to *your account* in any one day, which is more than the applicable daily transaction limit
- (b) that portion of any money that has been withdrawn from or charged to *your account* in a period which is more than any other applicable periodic transaction limit
- (c) that portion of any money that has been withdrawn from or charged to *your account* which exceeds the balance of the *account* (including any pre-arranged credit) when the transaction occurs
- (d) that portion of any money that has been withdrawn from or charged to *your account* which we had not agreed with *you* or an *authorised person* could be accessed using the particular device or identifier (like an *account number*) or *access code* (as applicable) used to perform the transaction
- (e) any amount recovered under the Visa scheme rules when *you* or an *authorised person* use a *Visa card*.

38 When we may reduce your liability

Where *you* claim that a transaction is unauthorised and we haven't implemented a reasonable daily or other periodic transaction limit, either *we* or an external dispute resolution body may decide to reduce *your* liability, by such an amount that is fair and reasonable, having regard to:

- (a) current industry practices regarding reasonable transaction limits
- (b) whether the security and reliability of the means used by *us* to verify that the relevant transaction was authorised by *you* or an *authorised person* adequately protected *you* from losses in the absence of reasonable daily or other periodic transaction limits protection
- (c) if the unauthorised transaction involved accessing a credit facility (including drawing on repayments made to a *credit or loan account*) that is accessible using a *Visa card* or other device or *access code*, whether, at the time of making the credit facility accessible by the use of the *Visa card* or other device or *access code*, *we* have taken reasonable steps to warn *you* or the relevant *authorised person* of the risk of the *Visa card* or other device or *access code* being used to make unauthorised transactions on the credit facility.

39 What you or an authorised person must do to reduce the risk of unauthorised transactions

- 39.1 *Your* and any *authorised person's* *access methods* are confidential and *we* will rely on it as constituting *your* or an *authorised person's* electronic signature. An *access method* allows anybody using it to access and transact on *your account* and *we're* authorised by *you* to permit such access and transactions to be conducted. Because of this *you* and any *authorised person* must take special care to protect all *access methods*.
- 39.2 There is a risk that another person will perform an unauthorised transaction on *your account* (including taking all of the money out of the *account*) if they gain access to any of *your* or an *authorised person's* *access methods*.
- 39.3 To reduce the risk of unauthorised transactions occurring on the account *you* and each *authorised person* must:

- (a) not disclose an *access method* or give access to a *payment facility* to another person (including a family member or friend)
- (b) destroy any documentation we issue to you or the *authorised person* containing an *access method*
- (c) not keep a record of an *access code* near or stored with any item that allows you or an *authorised person* to access your account
- (d) not select an *access code* that would be easy for someone to guess - such as your date of birth, telephone number, name or part of your name
- (e) log out of *online banking* when not using it
- (f) tell us straight away by calling us if:
 - (i) you or an *authorised person* suspect an *access code* has become known to someone else
 - (ii) someone else has been making payments from your account.

Part I: Online banking

40 What is online banking?

- 40.1 *Online banking* is a platform we provide that allows you or an *authorised person* to receive information from us and to transmit instructions to us electronically in order to access and use your account. The things that can be done using *online banking* may change from time to time and depend on what type of *account* you have with us. Generally, *online banking* can be used to:
- (a) make payments (using electronic methods that are available with your account)
 - (b) view the transaction history and balance of your account
 - (c) activate, stop or cancel *Visa cards*.
- 40.2 *Online banking* can be accessed using a computer or similar device. You can also access *online banking* through the Greater Bank app on your mobile phone or other device (although some features available through a computer browser may not be available through a mobile device and/or the Greater Bank app and vice versa).

41 What is mobile banking?

- 41.1 *Mobile banking is a form of online banking that enables you and any authorised person to receive information from us and to transmit instructions to us electronically, in relation to your account, using a mobile device.*

42 Getting started with online banking

- 42.1 To use *online banking*, you'll need to be registered for *online banking*. If you open an account with us online, you will be registered for *online banking* automatically when you open your account. If you're not automatically registered, you can apply to be registered by visiting us in any of our branches or calling us. When we register you, we'll give you a username and password to access *online banking*.
- 42.2 We may refuse to register you or any authorised person for *online banking*. We'll act reasonably when exercising these rights and only do so for legitimate business purposes and in accordance with the law.
- 42.3 You agree that by registering for *online banking* and agreeing to these terms and conditions, you authorise us to act on instructions provided through *online banking* (including *mobile banking* and the Greater Bank app) that are made using your username and password, touch ID or other access code.
- 42.4 If an account requires two or more account holders to authorise transactions on the account, those account holders can process transactions through *online banking* only if they are all registered for *online banking* and individually log on to authorise the transaction.
- 42.5 Once you're registered for *online banking* you can log into the Greater Bank app. You'll then have the option of setting up a touch ID or access code to access the Greater Bank app (so you won't need to use your username and password to access *online banking* through the Greater Bank app – although we may ask for it before we allow you to do some things through the Greater Bank app).

43 Keeping online banking secure

- 43.1 You should make sure that no one knows your *online banking* username and password or Greater Bank app access code including any joint account holder. This is because we will assume anyone with access to your *online banking* (including through *mobile banking* or

the Greater Bank app) has *your authority* to use any of the products or services available through *online banking*.

- 43.2 If your mobile or other device used to access *online banking* is lost or stolen, or you know or suspect your *online banking* has been compromised, you must let us know immediately by calling us on 13 13 86 during business hours or email fraud@greater.com.au 24 hours, 7 days a week.
- 43.3 The Greater Bank app and website belong to us, and you may not download, copy, access, or otherwise use those platforms without our express prior written permission.

44 General terms and conditions applicable to online banking

- 44.1 The use of *online banking* may mean that you or another person may incur charges from internet and/or phone service providers. We're not responsible for any such charges you or another person incur as a result of your or an *authorised person's* use of *online banking*.
- 44.2 If you use the Greater Bank app, you must make sure you're using the most recent version.
- 44.3 *Online banking* (including *mobile banking* and the Greater Bank app) must only be used with certain browsers and/or other equipment (**system requirements**). We'll publish these system requirements on our website and update them regularly.
- 44.4 If an *authorised person* has access through *online banking*, you can request to cancel that access by visiting us in any of our branches, calling us or writing to us.
- 44.5 We may revoke your access to *online banking* at any time. We'll act reasonably when exercising these rights and only do so for legitimate business purposes and in accordance with the law.
- We will provide you with notice as soon as possible after revoking your access. If we revoke your access to *online banking* it may be on a temporary or permanent basis.
- 44.6 Transactions may not appear instantly in *online banking*. This means that the balance shown through *online banking* at any given time may not be an accurate reflection of the money available in your account.
- 44.7 *Online banking* will be unavailable when we're conducting necessary maintenance or updating *online banking*. We'll try and schedule these

outages at times that won't inconvenience you. However, this may not be possible in the event of a network, system or equipment malfunction. The availability of *online banking* (including *mobile banking* and the Greater Bank app) are dependent on the reliability and availability of third-party service providers (including providers of payments and communication networks, systems and equipment).

- 44.8 Subject to your rights under the *ePayments Code* and the requirements of any law, we're not liable for any loss you or an *authorised person* suffer (including consequential loss) as a consequence of using *online banking* (including *mobile banking* or the Greater Bank app), except to the extent that loss is caused by the fraud or wilful misconduct of us, our related entities or our agents.

Part J applies when you or an *authorised person* make a BPAY Payment through the BPAY Payments service under the BPAY Scheme.

Part J: BPAY Payments

45 BPAY Payments terms and conditions 45.1

The terms and conditions in this Part J apply if you or an *authorised person* ask us to make a BPAY payment on your or their behalf through the BPAY Scheme. The other terms and conditions that apply to your account (e.g. terms and conditions that apply to *payment facilities* generally) also apply to your or an *authorised person's* use of BPAY Payments. Additional terms and conditions that apply to the BPAY Scheme are also available on our website.

- 45.2 In relation to your or an *authorised person's* use of BPAY Payments, if there is any inconsistency between the terms and conditions in this Part J and any other terms and conditions in this document, then the terms and conditions in this Part J will prevail to the extent of the inconsistency.
- 45.3 Except where expressly stated otherwise, the terms and conditions in this Part J do not apply to the Osko service under the BPAY Scheme.

46 BPAY Scheme

- 46.1 We're a member of the BPAY Scheme and subscribe to BPAY Payments, which is an electronic payments scheme through which you or an *authorised person* can ask us to make payments (i.e. BPAY payments) on your or the

authorised person's behalf to organisations (i.e. BPAY *billers*) registered with the BPAY Scheme. We'll tell you if we're no longer a member of the BPAY Scheme or our subscription to BPAY Payments is cancelled.

46.2 We may also be a *biller* under the BPAY Payments service.

47 BPAY Payments

47.1 If the *product schedule* for your account allows it, you or an *authorised person* may use BPAY Payments through *online banking* with your account to pay bills from *billers* registered with the BPAY Scheme. You or the *authorised person* may select to pay bills on either the current date or a scheduled future date.

47.2 When we make a BPAY payment on your or an *authorised person's* behalf we're not acting as your/ their agent or the agent of the *biller* to whom that payment is directed.

47.3 When you or an *authorised person* ask us to make a BPAY payment from your account, you/ they must tell us:

- the amount you/ they wish to pay
- the *biller* code of the *biller* you/they wish to pay (this can be found on the bill)
- your/their customer reference number (this can also be found on the bill).

We may require you or the *authorised person* to use an additional authentication process when you/ they request to make a BPAY payment from your account (for example, to verify your/ their identity) before the payment can be completed.

47.4 When the payment is approved, we'll debit your account with the amount you or the *authorised person* specifies.

47.5 If you or an *authorised person* use your/ their Greater Bank Visa credit card to make a BPAY payment, we treat that payment as a credit card purchase transaction, unless the *biller* doesn't accept credit card payments in which case it will be treated as a cash advance transaction.

47.6 We may impose limits on the amount of BPAY payments that you or an *authorised person* can make. Limits may be on a per transaction basis or on a time period basis. For details of current limits see the *product schedule*. Some *billers* may impose additional limits.

If you request a higher transaction limit your liability for unauthorised transactions may increase.

47.7 If you don't have sufficient money in your account at the time you or an authorised person tell us to make a BPAY payment or the amount of the payment exceeds any credit or transaction limit, we may:

- refuse to make the payment
- use our reasonable discretion to honour the payment.

In either case, a fee is payable to us and we'll take this out of your account (see the product schedule).

47.8 We can't accept a request to stop or alter a BPAY payment that is not a scheduled future payment after you or an authorised person have instructed us to make it. You or an authorised person may stop or alter a scheduled future BPAY payment by requesting us to stop or alter the payment before midnight on the banking business day immediately before the day the payment is to be made.

48 BPAY payments cut-off times

48.1 Billers participating in the BPAY Scheme have agreed to treat BPAY payments you or an authorised person make to a biller as received by the biller as follows:

If the BPAY payment is made:	Treated as received by biller
Before 5:00pm Australian Eastern Standard Time on a banking business day	On the date that you or an authorised person make the BPAY payment
After 5:00pm Australian Eastern Standard Time on a banking business day	On the next banking business day
On a day that is not a banking business day (except for scheduled future dated BPAY payments)	On the next banking business day
For scheduled future dated BPAY payments scheduled to be paid on a day that is not a banking business day	On the banking business day immediately before the scheduled payment date

48.2 A delay may occur in the processing of a BPAY payment where:

- (a) there is a public or bank holiday on the day after you or an authorised person tell us to make the BPAY payment

(b) we received *your* or an *authorised person's* instructions after the cut-off times referred to above

(c) another participant in the BPAY Scheme doesn't comply with its obligations.

Such a delay should not generally continue for more than one *banking business day*, but could continue for longer.

48.3 If we're advised that a BPAY payment can't be processed by a *biller*, we'll advise you of this, credit your account with the amount of the BPAY payment, and if you ask us to do so, take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

49 Mistaken, unauthorised and fraudulent BPAY payments

49.1 We will attempt to make sure that BPAY payments are processed promptly by the participants in the BPAY Scheme, including those *billers* to whom *your* or an *authorised person's* BPAY payments are to be made. You or the *authorised person* must promptly tell us if:

(a) *you/ they* become aware of any delays or mistakes in processing *your/ their* BPAY payments

(b) if *you/ they* didn't authorise a BPAY payment that has been made from *your account*

(c) if *you/ they* think that *you/ they* have been fraudulently induced to make a BPAY payment.

49.2 We will attempt to rectify any such matters in relation to *your* or the *authorised person's* BPAY payments in the way described in this clause 49. However, except as set out in this clause 49, we will not be liable for any loss or damage you or an *authorised person* suffer as a result of using the BPAY Scheme.

49.3 The longer the delay between the date of *your* or an *authorised person's* BPAY payment and when *you/ they* tell us of the problem, the more difficult it may be for us to help rectify the problem.

49.4 If *you* or an *authorised person* have paid a BPAY *biller* too much - contact that *biller* to seek a refund. If *you* or an *authorised person* haven't paid enough - simply make another BPAY payment for the amount still owing.

49.5 If *you* or an *authorised person* are having trouble obtaining a refund from the *biller*, please contact us immediately so we may determine how we may be able to assist.

Mistaken BPAY payments

It's important you or an authorised person check that all the information provided for a BPAY payment is correct. Once you or an authorised person have told us to make a BPAY payment you may not be able to get your money back if you or the authorised person have made a mistake.

- 49.6 We will not be responsible if you or an authorised person make any error when providing information to identify the *biller*, the amount or any other details regarding a BPAY payment.

You must tell us promptly if you or an authorised person become aware a BPAY payment is made to a person or for an amount which is not in accordance with your or an authorised person's instructions. If your account was debited for the amount of that *mistaken payment*, we will credit that amount back to your account. However, if you or an authorised person were responsible for a mistake resulting in that BPAY payment and we can't recover the amount of the payment from the person who received it within 20 *banking business days* of us attempting to do so, you will be liable to pay us that amount.

Unauthorised BPAY payments

- 49.7 You must tell us promptly if you or an authorised person become aware that a BPAY payment that you/ they didn't authorise has been made from your account.
- 49.8 If the *ePayments Code* applies to an unauthorised BPAY payment, liability for that transaction will be determined in accordance with Part H of these terms and conditions and the provisions of that code. Otherwise, liability for an unauthorised BPAY payment will be determined in accordance with this Part J.
- 49.9 You won't be liable for loss of funds if a BPAY payment is made in accordance with a payment direction which appeared to be from you or an authorised person or on your/ their behalf but which you/ they did not authorise. If your account was debited for the amount of that unauthorised payment, we will credit that amount back to your account. However, you must pay us the amount of that unauthorised payment if:
- we can't recover that amount within 20 *banking business days* of us attempting to do so from the person who received it and

- the payment was made as a result of a payment direction that did not comply with *our* prescribed security procedures or other requirements for such payment directions.

If we are able to recover part of the amount of that BPAY payment from the person who received it, *you* must only pay *us* the amount of that payment that was not able to be recovered.

49.10 If *you* or an *authorised person* tell *us* that a BPAY payment made from *your account* was unauthorised, *you/* they must give *us your/* their written consent addressed to the person who received that payment, consenting to *us* obtaining from that person:

- (a) information about *your/* their *account* with that person or the payment
- (b) *your/* their customer reference number
- (c) such other information *we* reasonably require to investigate the payment.

We're not obliged to investigate any BPAY payment if *you* or an *authorised person* don't give *us* this consent. If *you* or an *authorised person* do not give *us* this consent, the person who received the payment may not be permitted under law to disclose to *us* information *we* need to investigate and rectify the payment.

Fraud

49.11 If *you* or an *authorised person* make a BPAY payment because of the fraud of a person involved in the BPAY Scheme (e.g. a *biller*), then that person should refund the amount of the fraud-induced payment.

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

If there is more than one reason for a problem with a BPAY payment

49.12 If an unauthorised BPAY payment mentioned in clause 49.7 is also affected by a mistake mentioned in clause 49.6 or fraud as described in clause 49.11, *we* will apply the principles set out in clauses 49.7 to 49.10. If a BPAY payment that is not an unauthorised BPAY payment is affected by both a mistake mentioned in clause 49.6 and

fraud as described in clause 49.11, we will apply the principles set out in clause 49.11.

Consequential loss

- 49.13 We're not liable for any consequential loss or damage you or an *authorised person* suffer as a result of using the BPAY Scheme, including BPAY Payments, other than due to any loss or damage you or an *authorised person* suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.
- 49.14 Clause 49.13 doesn't apply to the extent that it's inconsistent with or contrary to any applicable law or code of practice to which we've subscribed. If those laws or that code would make clause 49.13 illegal, void or unenforceable or impose an obligation or liability prohibited by those laws or that code, clause 49.13 is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- 49.15 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you or an *authorised person*:
- (a) did not observe any of *your/* their obligations under these terms and conditions or any other terms and conditions that apply to *your* or the *authorised person's* use of the BPAY Scheme
 - (b) acted negligently or fraudulently in connection with the use of the BPAY Scheme.
- 49.16 You and each *authorised person* acknowledge that the receipt by a *biller* of a mistaken or erroneous BPAY payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt you or the *authorised person* owe to the *biller*.
- 49.17 No refunds will be provided through the BPAY Scheme where you or an *authorised person* have a dispute with the *biller* about any goods or services you/ they may have agreed to acquire from the *biller*. Any dispute must be resolved with the *biller*.
- 49.18 Except where a BPAY payment is a mistaken BPAY payment mentioned in clause 49.6, an unauthorised BPAY payment mentioned in clause 49.7 or a fraudulent BPAY payment mentioned in clause 49.11, BPAY payments are irrevocable.

Even where *your* BPAY payment has been made using a credit facility, no chargeback rights will be available under BPAY Scheme rules.

- 49.19 *You should check your account records carefully and promptly report to us as soon as you become aware of them any BPAY payments that you or an authorised person think are errors or BPAY payments that you/ they did not authorise or you/ they think were made by someone else without your/ their permission.*

50 Privacy

- 50.1 *If you or an authorised person use the BPAY*

Scheme (including BPAY Payments service or the Osko service, you/ they agree to our disclosing to billers/ payees nominated by you/ them and, if necessary, the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, that provides the electronic systems needed to implement the BPAY Scheme:

- (a) such of your or the authorised person's personal information (for example your/ their name, email address and the fact that you're our customer) as is necessary to facilitate your/ their registration for or use of the BPAY Scheme*
- (b) such of your or the authorised person's transactional information as is necessary to process your/ their BPAY payments and Osko payments*
- (c) information concerning any mistaken, unauthorised or fraudulent BPAY payments and/or Osko payments in connection with your account that you or an authorised person tell us about.*

Your and each authorised person's BPAY payment and Osko payment information will be disclosed by BPAY Pty Ltd, through its agent, to billers/ payees' financial institutions.

- 50.2 *You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme as necessary to facilitate your use of the BPAY Scheme.*
- 50.3 *You can request access to your information held by us or BPAY Pty Ltd (BPAY Pty Ltd's contact details are provided in Part L (Words with special meanings) or by referring to the procedures set out in the privacy policy of the relevant entity.*
- 50.4 *If your or the authorised person's personal information detailed above is not disclosed to*

BPAY Pty Ltd or its agent, it will not be possible to process *your/* their requested BPAY payments or *Osko payments*.

Part K applies to all *accounts* with *us*.

Part K: General matters

51 *You're responsible for authorised persons*

- 51.1 *You're* responsible and liable for all actions and transactions that an *authorised person* does or makes in connection with *your account*. This includes if they do something that *you're* not allowed to do under these terms and conditions, *you'll* be responsible.
- 51.2 *You're* responsible for any loss suffered (including consequential loss) by any person as a result of the operation of *your account* by an *authorised person*, except to the extent that loss is caused by the fraud or wilful misconduct of *us*, *our* related entities or *our* agents.
- 51.3 These terms and conditions other than this clause 51 and clauses 12.1 and 52 apply to an *authorised person* in the same way that they apply to *you*. *You* must ensure that any *authorised person* has read these terms and conditions and use *your* best endeavours to ensure they comply with them as if they were *you*.

52 *Authorised persons*

- 52.1 *You* may ask *us* by notice in writing to authorise one or more other people to operate *your account*. A person who is authorised to operate *your account* is called an *authorised person*. This includes (but is not limited to):
- (a) a person who is authorised to access and operate *your account* - an authorised signatory
 - (b) a person who is authorised to access and operate *your account* with *card access* - an *additional cardholder*
 - (c) a person who is authorised to use *online banking* (including *mobile banking* or the Greater Bank app) to access and/or operate *your account* and is registered with *us* as an *authorised user* of *online banking*
 - (d) any other person who is authorised to do things in connection with *your account*.

52.2 You must provide instructions to us in relation to how many and/or which *account holders* and/or *authorised persons* must authorise a transaction in order to operate *your account*. For example, you must specify how many *authorised persons* must authorise a transaction in order to operate *your account*. Your instructions in this regard are called *operating instructions*. *Operating instructions* apply to all *account holders* and *authorised persons*.

If you're a company, firm, body corporate, incorporated association, partnership, other type of association, *authority* or government body, we may require the appointment of *authorised persons* and directions as to *operating instructions* to be under common seal or authenticated by a statutory declaration and/or minutes of a resolution of your directors or governing body.

52.3 We don't have to agree to your request to add an *authorised person* to your *account* or accept your *operating instructions*, but if we agree we may impose conditions. If we don't agree to your request or accept your *operating instructions*, we will notify you.

52.4 You can arrange to have the *authority* of an *authorised person* suspended or revoked, or your *operating instructions* changed, at any time. If you want to do this, you must notify us of the change and complete a form that is available in any of our branches or by calling us.

If you're a company, firm, body corporate, incorporated association, partnership, other type of association, *authority* or government body, we may require the suspension or revocation of the authorisation or change of *operating instructions* to be under common seal or authenticated by a statutory declaration and/or minutes of a resolution of your directors or governing body.

Depending on the circumstances, we may act on your notification before we receive the completed form or we may inform you that your notification won't be effective until we have received the completed form and/or confirmation you have destroyed any *card* and/or chequebook issued to any *authorised person* whose *authority* is being suspended, revoked or changed.

52.5 When an *authorised person* instructs us to carry out an action, or makes a transaction in accordance with your *operating instructions*, we will generally act on their instructions unless they instruct us to:

- (a) change the type of *account*
- (b) close the *account*
- (c) change *your* contact details, including address details
- (d) change the name of the *account*
- (e) change the *authority* on the *account*.

Only *you* can ask *us* to do these things.

- 52.6 *Authorised persons* may be able to access information about *your account* (including *your* personal information and balance and statement details).

53 **Inquiries**

We're not required to make any inquiries in relation to any instructions received from an *authorised person* in relation to the operation of *your account*. Subject to these terms and conditions and any other terms and conditions that apply to *your account*, *you're* wholly responsible and liable for any loss or damage *you* or a third party suffer as a result of *us* acting upon those instructions.

54 **Joint accounts**

It is important that *you* read this section carefully so *you* fully understand the responsibilities of having a joint *account*.

- 54.1 If the option is available with the *account*, *you* can choose to open an *account* jointly with another person or group of people. The credit balance of a joint *account* is held jointly by all *account* holders.
- 54.2 The joint *account* holders must sign an *authority* telling *us* how the *account* can be operated. Joint *accounts* can either be operated:
- jointly - i.e. in a way that requires two or more *account* holders to act together to authorise operations on the *account*
 - severally - i.e. in a way that allows each *account* holder to operate the *account* individually without the other *account* holders.

Unless all joint *account* holders inform *us* in writing that a joint *account* can only be operated jointly, it will operate severally. This means that each *account* holder has the right to operate the *account*, including to withdraw all available funds, without the other *account* holders.

- 54.3 The joint *account* holders can change this arrangement at any time by all signing a new *account authority* or amending the existing one. Also, regardless of any authorities to operate provided to *us*, any joint *account holder* can require *us* by notice in writing to operate the *account* only on the *authority* of all *account holders* (for example, if there is a dispute between the joint *account holders*). We may also require all joint *account holders* to give *us* instructions in relation to a particular action or transaction at *our* discretion (for example, adding or removing an *account holder*).
- 54.4 If you ask for an *account* to be operated jointly, some *account* features may not be available.
- 54.5 All *account holders* are individually and jointly liable for:
- (a) all obligations arising under these terms and conditions or any other terms and conditions that apply to the *account* or an *account holder's* or an *authorised person's* access to or use of any *payment facility*
 - (b) subject to *your* rights under the *ePayments Code*, all transactions on the *account*
 - (c) any amount owing in connection with the *account*
 - (d) any loss suffered (including consequential loss) by any person as a result of the operation of the *account*, except to the extent that loss is caused by the fraud or wilful misconduct of *us*, *our* related entities or *our* agents.

This means, for example, if one or more joint *account holders* overdraws the *account*, each joint *account holder* may be liable for payment of all or any part of the amount overdrawn.

- 54.6 If an *account* (other than a *credit or loan account*) is held jointly, statements and notices will be addressed to *you* jointly. If *your account* is a *credit or loan account* all joint *account holders* will need to complete a joint nomination form for this to occur.
- 54.7 If an *account* is held jointly:
- (a) all *account holders* can have access to information about the *account* (including personal information and balance and statement details) without the consent of the other *account holders*
 - (b) if an *account holder* dies, the *account* will be treated as the *account* of the surviving *account holder(s)*.

54.8 If there is a dispute between *account* holders it may be appropriate for *us* to restrict access to the *account*.

A restriction can be put in place if:

- (a) *we* receive written notice signed by an *account* holder telling *us* of a dispute between any or all of the *account* holders
- (b) *we* receive a court order or a direction or instruction of an *authority* to restrict the *account*.

Once *we* receive either of the above documents, *we* may restrict access to the *account* in any way *we* consider appropriate and reasonable.

The restriction will be removed once *we* have received written notice signed by all *account* holders that the dispute has been resolved or a court order or a direction or instruction of an *authority* asking *us* to remove the restriction.

A temporary restriction can also be put in place at *our* discretion if *we* reasonably consider it is necessary to obtain more information, clarify instructions or protect *our* legitimate business interests. *We* may also remove a restriction at *our* discretion, except where *we're* prevented by a court order or a direction or instruction of an *authority* from doing so.

55 Eligibility for an *account*

55.1 To open and/or maintain an *account* with *us*, *you* must satisfy any eligibility criteria *we* set out in the *product schedule* or any other terms and conditions that apply to *your account*.

This will include providing information to verify *your* identity such as:

- (a) for an individual - name, residential address and date of birth
- (b) for an entity (including a company, firm, body corporate, incorporated association, partnership, other type of association, *authority* or government body) - details of the entity and its directors, shareholders, other controllers and beneficial owners (including originals or certified copies of constituent documents, statutory declarations and/or minutes of resolutions of *your* directors or governing body)
- (c) where *you're* a trustee - details of the trust, trustee and beneficiaries (including originals or certified copies of trust deeds, statutory declarations and/or minutes of resolutions of the trustee).

We may also require other information such as information concerning *your* residency, business and/or other activities, legal and operational structure, source of wealth, source of funds/ money, tax information and reason for opening and/or maintaining an *account* with us.

55.2 We may also require *you* or an *authorised person* to verify *your/* their identity or personal or other information or *your/* their source of wealth and/ or funds/money before we process a payment or other transaction, including a deposit to or withdrawal, transfer or other payment from *your account*.

55.3 We may refuse to open an *account* at our absolute discretion and are not obliged to provide reasons if we do refuse to open an *account*. Examples of when we may refuse to open an *account* include if we reasonably consider it is necessary for us to do so to comply with a law (including a sanctions law) in Australia or overseas, or *you* or an *authorised person*:

- (a) don't meet the eligibility criteria for the *account*
- (b) don't give us all of the information (including documents) we have reasonably requested, including to verify *your* or an *authorised person's* identity or the source of *your* wealth or funds/ money or concerning *your* residency, structure, beneficial owners and/or controllers, business activities, tax information or reason for opening and/or maintaining an *account* with us or any of the information *you* or an *authorised person* give us is incorrect, incomplete or misleading
- (c) aren't able to be identified, or the information *you* or an *authorised person* provide to us isn't able to be verified, by us as required under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth)
- (d) are a politically exposed person
- (e) are subject to a sanction imposed under the laws of Australia or any other country
- (f) are reasonably considered by us to be or have been engaged in or be or have been associated with unlawful, threatening, abusive or anti-social behaviour or activity that may put us, our staff, our business or our reputation at risk.

56 We can freeze your account, freeze or cancel a payment facility or delay or refuse a transaction

- 56.1 We may freeze, block or suspend *your account* or freeze, block, suspend or cancel *your* or an *authorised person's* access to or use of a *payment facility* or delay or refuse to make a payment or other transaction (including purchases or transfers):
- (a) if any of the circumstances described in clause 55.3 have occurred or apply in relation to *you* or an *authorised person*
 - (b) if *you* don't have sufficient money in *your account* or the amount of the payment or other transaction exceeds any credit or transaction limit
 - (c) if *you* or an *authorised person* don't give *us* all of the information we reasonably require or any of the information *you* or an *authorised person* give *us* is incorrect, incomplete or misleading
 - (d) if we reasonably consider it necessary to protect *you* or *us* from fraud or other losses
 - (e) if *your* account is closed
 - (f) if we reasonably consider it necessary for security reasons
 - (g) if we're required to by law, a court order or a direction or instructions of an *authority*
 - (h) if we reasonably consider that *your* or an *authorised person's* access to or use of *your account* or a *payment facility*, or a payment or other transaction is a breach of, or may result in a person breaching, the laws (including sanctions laws) of Australia or any other country
 - (i) if we reasonably consider it is necessary to do so to comply with an applicable law or regulatory requirement
 - (j) if we know or reasonably suspect that an *access code* is no longer confidential and/or secure
 - (k) if we reasonably consider that *you* or an *authorised person* are or have engaged in or are or have been associated with unlawful, threatening, abusive or anti-social behaviour or activity that may put *us*, *our* staff or *our* business or *our* reputation at risk
 - (l) if we reasonably consider it is necessary in all the circumstances to do so to protect *our* legitimate business interests.

- 56.2 While *your account* is frozen, blocked or suspended, you won't be able to take money out (although scheduled payments to *credit or loan accounts* you have with us may continue). You may also be prevented from putting money in. If *your account* is closed, you won't be able to able to put money in or take money out.
- 56.3 If a *payment facility* is frozen, blocked, suspended or cancelled, we may take money out of *your account* after the *payment facility* has been frozen, blocked, suspended or cancelled for transactions that occurred before the *payment facility* was frozen, blocked, suspended or cancelled or for any other amounts *you owe us*.
- 56.4 We're not liable for any loss *you or an authorised person* suffer (including consequential loss) as a consequence of us freezing, blocking or suspending *your account* or freezing, blocking, suspending or cancelling *your or an authorised person's* access to or use of a *payment facility* or delaying or refusing to make a payment or other transaction (including purchases or transfers), except to the extent that loss is caused by the fraud or wilful misconduct of us, our related entities or our agents.

57 We can close your account

- 57.1 We may close *your account* at any time at our absolute discretion after giving you reasonable notice. We will normally give you 30 days' notice.
- 57.2 Without limiting clause 57.1, we may close *your account*:
- (a) if any of the circumstances described in clause 55.3 have occurred or apply in relation to you or an *authorised person*
 - (b) if you or an *authorised person* don't give us all of the information we reasonably require or any of the information you or an *authorised person* give us is incorrect, incomplete or misleading
 - (c) if we reasonably consider it necessary to protect you or us from fraud or other losses
 - (d) if we reasonably consider it necessary for security reasons
 - (e) if we're required to by law, a court order or a direction or instruction of an *authority*
 - (f) if we reasonably consider it is necessary to do so to comply with an applicable law or regulatory requirement

- (g) if we're not able to verify the identity of you or an *authorised person* or your or their source of wealth and/or funds/money
- (h) if you no longer meet the eligibility requirements for the account set out in the *product schedule* or other terms and conditions that apply to *your account*
- (i) if the balance of the *account* falls below any minimum required balance provided that we will first give you notice of this and give you a reasonable time to rectify the balance
- (j) if you don't pay an amount you owe to us when it's due provided that we will first give you notice of this and give you a reasonable time to pay
- (k) if we reasonably consider that *your* or an *authorised person's* access to or use of *your account* or a *payment facility*, or a payment or other transaction, is a breach of, or may result in a person breaching, the laws (including sanctions laws) of Australia or any other country
- (l) if we reasonably consider that you or an *authorised person* have done any of the following:
 - (i) breached the law (including sanction laws) of Australia or any other country
 - (ii) given us incorrect, incomplete or misleading information in connection with *your account* or other matters in any material respect and in circumstances which may materially increase *our* risk
 - (iii) accessed or used *your account* for a purpose which we haven't approved
 - (iv) breached the terms and conditions pertaining to *your account* or *payment facilities* in circumstances where we reasonably consider that the breach has a material impact on *your* ability to meet *your* obligations under these terms and conditions in the future, or on *our* legal or financial risk or reputation.
- (m) if we reasonably consider that you or an *authorised person* are or have engaged in or are or have been associated with unlawful, threatening, abusive or anti-social behaviour or activity that may put us, our staff or our business or our reputation at risk

(n) if we reasonably consider it is necessary in all the circumstances to do so to protect our legitimate business interests.

57.3 In exceptional circumstances, such as where we have reasonable grounds to consider that *your* or an *authorised person's* use of *your account* breaches the law (including sanctions laws) of Australia or any other country or the doing of the thing or an omission has a material impact (as defined below), we may close *your account* immediately. If we do, we will give *you* notice as soon as practicable after we have done so (provided we are permitted to do so by law). In all other circumstances, we will give *you* prior written notice of *your account* closure.

The doing of a thing or an omission has a 'material impact' if we reasonably consider that the doing of the thing or the omission by its nature is material, or it has had, or is likely to have, a material impact on:

(a) *your* ability to meet *your* obligations under these terms and conditions; or

(b) *our* legal risk or reputation.

57.4 If we close *your account*:

(a) we will take out all the money in *your account* and pay it to *you* by bank cheque or as *you* reasonably direct

(b) we can debit to *your account* any amount *you* owe *us* before we pay *you* the balance. We can also require *you* to pay *us* any amount *you* owe *us* on demand

(c) we will cancel any *payment facility* linked to the *account*

(d) *you* must destroy all *Visa cards* and any unused cheques linked to *your account*.

57.5 We're not liable for any loss *you* or an *authorised person* suffer (including consequential loss) as a consequence of *us* closing *your account*, except to the extent that loss is caused by the fraud or wilful misconduct of *us*, *our* related entities or *our* agents.

57.6 For clarity, if *you* have a term loan or term credit facility with *us*, we will not rely on this clause 57 to cancel *your* term loan or term credit facility before the end of the agreed term or to accelerate the repayment of *your* term loan or other term credit facility. These matters are governed by the terms and conditions of *your* loan/ credit agreement and loan/ credit terms and conditions (as applicable) with *us*.

58 Overdrawing

- 58.1 You need to keep track of how much money is in *your account*. You may be able to take out more money than you have in the *account*. This means that you have 'overdrawn' the *account*. For example, this can happen if there isn't enough money in *your account* to cover a cheque you write that we decide to pay, a purchase you make on your *Visa card* or a direct debit.
- 58.2 If this happens you must immediately put more money into *your account* so that it has at least the required minimum balance. We can also charge you a fee (see the *product schedule*).

59 Adjustment

If there's an error processing a transaction on *your account*, or a transaction is dishonoured, we can adjust the balance of *your account* to correctly reflect the legal obligations between you and us.

60 Right to combine accounts

- 60.1 We will act reasonably in making any decision to combine *your accounts*. If you owe us money, we may choose to transfer money from any *account* you have with us to pay off all or some of the amount owing. This may occur, for example, if you overdraw a *savings account* or *transaction account* or haven't paid us an amount you owe under a *credit or loan account* with us. We can combine *your accounts* even if they are held under different brands (such as Greater Bank and Newcastle Permanent). We will act reasonably in making any decisions to combine *your accounts*.
- 60.2 We will not exercise our right to combine *your accounts* in connection with amounts you owe in respect of any credit facility that is regulated by the *National Credit Code* where we're not allowed to do so under the *National Credit Code*.
- 60.3 We will promptly notify you if we combine *your accounts*, however, we need not notify you in advance.
- 60.4 You can't set-off any amount we owe you against an amount you owe us.

61 Account monitoring

- 61.1 We may from time to time require you or *authorised persons* to provide additional information about you, an *authorised person* or *your account*. You must provide us with any additional information (including documents) we reasonably request.

62 Inactive accounts

- 62.1 Without limiting clause 57, if *your account* becomes inactive we may close *your account*. We will usually notify you before we close *your account*, but there may be circumstances where we are not able to do so (such as where *our* record of *your* address is out of date).
- 62.2 *Your account* becomes inactive if:
- (a) no customer-initiated transactions are made on the *account* during the last 2 years and
 - (b) the balance of the *account* is less than \$10 or the account is in debit without any arrangement agreed with us to repay the debit balance
- unless you've asked us to treat *your account* as active within the last 2 years and we've agreed to do so.
- 62.3 If *your account* becomes inactive we may stop sending you statements for *your account*.
- 62.4 Fees and charges may still apply to inactive *accounts* until they are closed.

63 Unclaimed moneys

- 63.1 Without limiting clause 57, if you have not used *your account* for 7 years we may close *your account* and we will generally have to transfer any money in *your account* to the government's unclaimed moneys fund. We will usually notify you before we close *your account*, but there may be circumstances where we are not able to do so (such as where *our* record of *your* address is out of date). After *your account* is closed any money owed to you will not earn interest.
- 63.2 Visit us in any of *our* branches or call us to find out how to recover unclaimed money (it may take up to 3 months or more to recover money that has been transferred to the government).

64 Complaints

- 64.1 If you have a complaint or feedback please contact us.

Our contact details for complaints or feedback are:

Mail: Contact Centre Operations Manager
Greater Bank
PO Box 173
HAMILTON NSW 2303

Email: customervoice@greater.com.au

Phone: 13 13 86

- 64.2 We'll try and resolve *your* complaint promptly and we won't charge *you* any fees for handling *your* complaint (unless we're required to by law).
- 64.3 If *you* don't think *our* response to *your* complaint is satisfactory and *you* ask *us* to review it we will:
- (a) acknowledge receipt of *your* request promptly
 - (b) investigate *your* complaint
 - (c) decide on the appropriate action
 - (d) provide *you* with a written response letting *you* know the outcome of *your* complaint.
- 64.4 If we can't resolve *your* complaint to *your* satisfaction *you* can take *your* complaint to the Australian Financial Complaints Authority (AFCA), *our* independent external dispute resolution scheme.

The contact details of AFCA are:

Mail: Australian Financial Complaints Authority
GPO Box 3
MELBOURNE VIC 3001

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

This service is provided free of charge.

65 Changes to *your* terms and conditions

- 65.1 We may change these terms and conditions and any other terms and conditions that apply to *your* account or the products or services (including *payment facilities*) available with *your* account, including terms and conditions set out in a *product schedule*, without *your* consent at any time and *you* will be bound by the changes we make.

We'll act reasonably when exercising these rights and only do so for legitimate business purposes and in accordance with the law.

- 65.2 Without limiting clause 65.1, we may make the following types of changes without *your* consent at any time:
- (a) changes to the interest rate(s) applicable to *your* account
 - (b) changes to how we calculate interest and how often we charge or pay interest (including any interest free period)

- (c) changes to fees and charges (including introducing new fees and charges, changing the amount or frequency of them or how we calculate them or the time of or for payment)
- (d) changes to *your account* type, the features of *your account* or the products or services, including *payment facilities*, available with or for *your account*
- (e) changes to reflect changes in *our* product or service mix or offering or changes to the risks, or the features or benefits, of an *account* or another product or service (including a *payment facility*)
- (f) changes to convert *your account* into another type of *account*
- (g) changes we reasonably consider are required to:
 - (i) meet *our* legal obligations
 - (ii) reflect any law, code, official directive or standard or the requirements, guidelines or views of any *authority* or regulator, including changes, or anticipated changes, to any of these
 - (iii) reflect judgments, decisions or findings of any court, tribunal or other *authority* or the decisions, findings, requirements, guidelines or views of any external disputes resolution body of which *we're* a member
- (h) changes which:
 - (i) impose, remove or change limits on transactions, a *payment facility* or electronic equipment
 - (ii) impose, remove or adjust the required minimum balance
 - (iii) change, including increase, *your* liability in relation to losses relating to actions, omissions or transactions
 - (iv) reflect changes to *our* financial position, cost of funds or pricing
 - (v) reflect changes to *our* structure, business, technological infrastructure, platforms and/or systems, or other systems or procedures
 - (vi) reflect current industry or market practice or conditions
 - (vii) are for prudential or risk management reasons

- (viii) are for security reasons
- (ix) are administrative or correct a mistake or omission or an ambiguity
- (x) we reasonably think *you'll* benefit from
- (xi) are reasonably necessary to protect *our* legitimate interests
- (i) changes to streamline the administration of an *account* or another product or service (including a *payment facility*)
- (j) changes to make *our* terms and conditions clearer or simpler.

65.3 We'll notify *you* of changes in the manner set out in the table below and *you* agree to receive notice in that manner.

Type of change	Time frame	Method of notification
<p>Changes to interest rates</p> <p>Changing an interest rate applicable to <i>your account</i> (including reducing an interest rate to nil), where we reasonably consider the change is unfavourable to <i>you</i></p>	<p>If the change is made on an individual basis, 30 days</p> <p>Otherwise, no later than the day on which the change takes effect</p>	<p>In writing* or by advertisement in the national or local media (we will also confirm the change in <i>your next statement</i>)</p>

Other interest changes

30 days

In writing* or by advertisement in the national or local media (we will also confirm the change in *your* next statement)

Changing the way we calculate interest on *your account* (including any interest free period or the balance tiers that determine the interest rate(s)), where we reasonably consider the change is unfavourable to *you* (other than by changing an interest rate applicable to *your account*)

Changing how often we charge or pay interest or which part of the balance of *your account* interest applies to, where we reasonably consider the change is unfavourable to *you*

Varying the circumstances in which interest is credited or debited to *your account* or when interest is credited or debited to *your account*, where we reasonably consider the change is unfavourable to *you*

<p>Fees and charges (other than government fees or charges)</p> <p>Introducing a new fee or charge</p> <p>Increasing the amount of a fee or charge</p> <p>Otherwise changing a fee or charge (including how we calculate a fee or charge, the frequency of a fee or charge or the time for payment of a fee or charge), where we reasonably consider the change is unfavourable to <i>you</i></p> <p>Reducing the number of fee-free transactions permitted on <i>your account</i> or in relation to the use of a <i>payment facility</i></p>	<p>30 days</p>	<p>In writing* or by advertisement in the national or local media (we will also confirm the change in <i>your next statement</i>)</p>
<p>Government fees or charges</p> <p>Introducing or increasing a government fee or charge</p>	<p>No later than the day on which the change takes effect, unless the government publicises the change, in which case we don't need to notify <i>you</i></p>	<p>In writing* or by advertisement in the national or local media, unless the government publicises the change</p>
<p>Liability</p> <p>Increasing <i>your</i> liability for losses in relation to transactions</p>	<p>30 days</p>	<p>In writing*</p>

Limits and minimum balances 30 days In writing*

Imposing, removing or changing limits on *your account*, transactions, a *payment facility* or electronic equipment (excluding credit limits on *credit or loan accounts*), where we reasonably consider the change is unfavourable to *you*

Increasing the minimum balance required to be kept in *your account*

Changes not unfavourable to you

Changes we reasonably consider reduce *your* obligations to *us* or are not unfavourable to *you*, including changes that reduce the interest rate or fees or charges applicable to *your account* or that extend the time for payment

When we provide *your* next statement, even if the change is covered elsewhere in this table

In writing* or by advertisement in the national or local media (we will also confirm the change in *your* next statement) or in or with *your* next statement, even if the change is covered elsewhere in this table

Other changes

Other changes where we reasonably consider the change is unfavourable to *you*

30 days

In writing* or by advertisement in the national or local media

*Notices in writing may be provided by electronic means (see clause 67), including by:

- email to *your* last notified email address, SMS to *your* last notified phone or other number, notification via *online banking* (if *you're* registered for *online banking*) or push notification to any app we make available to *you*

- making particulars of the changes, matters as changed and/or the documents that have changed available in *online banking* (if you're registered for *online banking*) or on our website and telling you they're there and how to access and retrieve them (including by letter or other paper form or by electronic communication, including by any of the electronic methods of communication referred to above or any other method of electronic communication permitted by law)
- any other method of electronic communication permitted by law.

65.4 You may request that *your account* be converted into a different type of *account*. We may place restrictions on the *accounts* that can be converted. Please contact us if you require more information.

65.5 Without limiting clauses 65.1 to 65.3, we may cease to offer particular types of *account*, *account* features, services available with or for *your account* or *payment facilities* from time to time. If we do so, and you have an *account* of the type affected, we may:

- (a) allow you to continue to hold the *account* (if we continue to offer the *account*) without the relevant *account* features, services or *payment facilities* being available
- (b) give you reasonable notice that the *account* will be converted into another type of *account* that we specify, or that we will close *your account* by a specified date.

We'll act reasonably when exercising these rights and only do so for legitimate business purposes and in accordance with the law.

65.6 If you have a loan or other credit facility (including a credit card account) with us, we will not rely on this clause 65 to make changes to *your loan/ credit agreement* and *loan/ credit terms and conditions* (as applicable) with us, other than terms and conditions in connection with access methods and/or *payment facilities* for *your credit or loan account* or other methods we make available to you or an *authorised person* to give us an instruction or authority to act on an instruction or otherwise access or use *your account* or any *payment facility*.

66 Statements

66.1 We will send you a statement for *your account* every 6 months or more often than that if a shorter period is available and specified in the

product schedule or *your* loan contract or credit contract or if required by law. You can request statements more often but this may incur a fee (as detailed in the *product schedule*).

- 66.2 It's important that *you* read *your* statements carefully and notify *us* straight away if *you* believe there has been a mistake in any transaction or a transaction is an unauthorised transaction.

67 Communications

- 67.1 You consent to *us* sending notices, statements, documents and communications to *you* by:

- (a) email to the email address last notified, SMS to the phone or other number last notified, notification via *online banking* (if *you're* registered for *online banking*) or push notification to any app we make available to *you*
- (b) making the notice, statement, document or communication available in *online banking* (if *you're* registered for *online banking*) or on *our* website and telling *you* it's there and how to access and retrieve it (including by letter or other paper form or by any of the electronic methods of communication referred to in clause 67.1(a) or by any other method of electronic communication permitted by law)
- (c) any other method of electronic communication permitted by law,

and we may do this unless otherwise required by law.

- 67.2 You understand that by giving this consent:

- (a) paper documents may no longer be given
- (b) your electronic communications and *online banking* must be regularly checked for notices, statements, documents or communications
- (c) this consent may be withdrawn at any time by providing notice to *us*.

- 67.3 We may still choose to give *you* notices, statements, documents and communications in paper form.

- 67.4 All communications in connection with these terms and conditions and other terms and conditions that apply to *your account* must be in writing. Communications from *you* must be signed by *you*.

- 67.5 Email communications must state the first and last name of the sender and are taken to be signed by the named sender.
- 67.6 Communications from *you* to *us* must be:
- (a) given personally
 - (b) left at the address last notified
 - (c) sent by prepaid ordinary post to the address last notified
 - (d) sent by email to the email address last notified.
- 67.7 Communications from *us* to *you* or an *authorised person* may be:
- (a) given personally
 - (b) left at the address last notified
 - (c) sent by prepaid ordinary post to the address last notified
 - (d) sent by email to the email address last notified
 - (e) sent by SMS to the phone or other number last notified
 - (f) given, sent or made available by any of the electronic methods of communication referred to in clause 67.1(a) or by any other method of electronic communication permitted by law
 - (g) given, sent or made available in any other way permitted by law.
- 67.8 Communications take effect from the time they are received or taken to be received (whichever happens first) unless a later time is specified in the communication.
- 67.9 Communications are taken to be received:
- (a) if sent by post, 6 business days after posting
 - (b) if given, sent or made available by electronic means:
 - (i) when the sender receives an automated message confirming delivery, or
 - (ii) 4 hours after the time given, sent or made available (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the recipient is out of office or delivery failed,
- whichever happens first.

- 67.10 You must tell us immediately of any change to your name, residential address, postal address, email address or telephone number.
- 67.11 You must also tell us immediately if you change your citizenship, residency (including residency for tax purposes), tax information, any other contact details or anything that may affect your capacity to operate your account. You can do this in any of our branches, in writing or by calling us.

68 SMS and email alerts

- 68.1 If the *product schedule* indicates it is available, you can choose to receive SMS and/or email alerts for information regarding:
- (a) *account* balances daily, weekly, fortnightly, monthly or when the balance reaches a nominated amount
 - (b) all deposits, or deposits for a nominated amount made to *your account*
 - (c) all withdrawals, or withdrawals for a nominated amount debited from *your account*, including direct debits
 - (d) all direct credits, or direct credits for a nominated amount made to *your account*.
- 68.2 Transactions that generate an SMS alert or email message and occur after 11:00pm and before 8:00am will be sent at approximately 8:00am the next day. Due to the delay in these messages being sent by us and received by you, information contained in these alerts is only accurate at the time the transaction that has caused the alert to be generated occurs and should only be relied upon as a reflection of *your account* status at that time. Balance alerts will be sent at approximately 8:00am.
- 68.3 The fees that apply to these services and whether they are available on *your account* will be set out in the *product schedule* or other terms and conditions that apply to *your account*.
- 68.4 You may select a start and/or end date for email and/or SMS alerts. If you don't select an end date, the service will continue until you notify us.
- 68.5 We're not liable for any loss you or an *authorised person* suffer (including consequential loss) arising from an SMS alert or email sent by us that is not received by you or the *authorised person*, except to the extent that loss is caused by the fraud or wilful misconduct of us, our related entities or our agents.

69 GST

If any supply made by *us* or payment made to *us* in connection with *your account* or *your* or an *authorised person's* access to or use of a *payment facility*, or otherwise under or in connection with this document or any other terms and conditions that apply to *your account* is subject to GST, the amount to be paid will be increased so the amount retained by *us* after the payment of GST is the same as it would be if no GST were payable in respect of the supply or payment.

70 If you change your name, address or contact details or business structure

- 70.1 If *you* or *your* business changes its name, *we* need to amend *our* records as soon as possible. Before amending *our* records, *we* will require evidence of the change, such as a marriage certificate, birth certificate, dissolution of marriage, or certificate of registration of change of name or certificate of registration of business name.
- 70.2 If *you* have changed *your* address (home, business or email, where relevant) or contact details, *you* must promptly provide *us* with *your* new address or contact details as soon as possible. *You* can do this in any branch, in writing or by calling *us*.
- 70.3 *You* must notify *us* in writing as soon as possible of any proposed or actual change to *your* financial or legal status (including name changes, reorganisations, restructures, mergers, administration or receivership, schemes of arrangement, bankruptcies, liquidations, windings up, trust settlements, dissolutions, deregistration or any act or omission/ inaction which could result in any of these situations) or any other material change 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.
- 70.4 *You* must notify *us* in writing as soon as possible if *you're* a company, firm, body corporate, incorporated association, partnership, other type of association, trust, *authority* or government body and there is a change in *your* directors or the membership of *your* governing body, shareholders, stakeholders, other controllers or beneficial owners. *You* must also notify *us* in writing as soon as possible if there is a material change to any of *your* constituent documents

(for example, constitution, memorandum or articles of association, partnership agreement or rules of association).

- 70.5 You must notify *us* in writing as soon as possible if you're the trustee of a trust and there is a change in the beneficiaries or controllers of the trust or the beneficial owners of the trust assets. You must also notify *us* in writing immediately if there is a material change to the trust deed or other terms of the trust.
- 70.6 We're not liable for any loss you suffer as a result of your failure to notify *us* of any of the matters referred to in this clause 70 or any other changes to your or an *authorised person's* circumstances, except to the extent that loss is caused by the fraud or wilful misconduct of *us*, *our* related entities or *our* agents.

71 General terms

- 71.1 The Australian Government Financial Claims Scheme (FCS) provides a guarantee for funds deposited with an authorised deposit-taking institution (ADI) up to a limit for each depositor. In the event that an ADI becomes insolvent, customers may be eligible to receive a payment under the FCS. More information about the FCS is available at www.fcs.gov.au.
- 71.2 When you open an *account* with *us*, you will be asked to provide your *TFN*, *ABN* (for business customers) or details of an exemption that applies to you. It's not compulsory to provide a *TFN* or *ABN* in relation to an *account*. However, if you don't give *us* your *TFN* or *ABN* (for business customers), or details of an exemption that applies to you, we may be required to deduct tax at the highest marginal rate plus the Medicare levy from interest earned on the *account*. We may also exercise any of *our* other rights under this document or any other terms and conditions that apply to your *account*.
- 71.3 For the purposes of Division 396 of the *Taxation Administration Act 1953* (Cth) you warrant that if you direct *us* to place a 'hold mail' or 'care of' address on any of your *accounts*, you're an Australian resident for taxation purposes.
- 71.4 We can transfer or otherwise deal with *our* rights under these terms and conditions or allow any interest in them to arise without your consent where we have a legitimate business need to do so. You can't do any of these things without *our* consent.

- 71.5 If any part of these terms and conditions is prohibited or unenforceable, it's ineffective to the extent of the prohibition or unenforceability.
- 71.6 If we say in these terms and conditions that *we'll* do something on a day and that day isn't a business day, *we'll* do it on the next business day unless we state otherwise.
- 71.7 Except where this document expressly provides otherwise, *our* rights under this document are cumulative and are in addition to, and don't limit, any other rights we may have, whether under this document, under any other terms and conditions that apply to *your account* or provided by law independently of this document or those other terms and conditions.
- 71.8 Any failure by *us* to charge a fee, charge or other amount *we* are entitled to charge does not constitute a waiver of that fee, charge or other amount or the right to charge that fee, charge or other amount in the future.
- 71.9 These terms and conditions are governed by the laws of New South Wales and *we* and *you* accept the non-exclusive jurisdiction of the courts having jurisdiction there.

Part L: Words with special meanings

ABN means Australian Business Number.

access code means information, for example:

- (a) a 4-digit user-generated code created in *online banking*
- (b) a code or password used, either by itself or in conjunction with *your* username, to access *online banking*
- (c) a *PIN*
- (d) any other code, password, personal identification method (for example, finger print or facial recognition)

which:

- is known to *you* or an *authorised person*
- *we* require *you* or an *authorised person* to keep secret
- and which *you* or an *authorised person* must provide (in any manner which *we* approve) in order to access an *account* or use a *payment facility*, including to give *us* instructions in relation to an *account* or a *payment facility* (for example, for *online banking*).

An *access code* does not include a number printed on a *Visa card* or other device.

access code security requirements means the following security arrangements *you* and each *authorised person* are required to follow in respect of each *access code*:

- not voluntarily disclosing an *access code* to anyone, including a family member or friend
- not writing or recording an *access code*, or otherwise keeping a record of an *access code*, on or with a *card* or other device where the *card* or device is needed to perform a transaction
- not writing or recording an *access code*, or otherwise keeping a record of an *access code*, (without making a reasonable attempt to protect the security of the *access code*) on or with an article or on or with several articles which are kept or carried with a *card* or other device, or which could be lost or stolen at the same time as the *card* or other device, where the *card* or device is needed to perform a transaction
- where a *card* or other device is not needed to perform a transaction, not keeping a record of all *access codes* needed to perform a transaction (without making a reasonable attempt to protect the security of the *access codes*) on one article or on several articles which could be lost or stolen at the same time
- not acting with extreme carelessness in failing to protect the security of all *access codes*
- not selecting or changing an *access code* to one which represents *your* or an *authorised person's* date of birth or a recognisable part of *your* or an *authorised person's* name, notwithstanding *us* specifically instructing *you* and the *authorised person* not to do so and bringing to *your* and the *authorised person's* attention the consequences of doing so.

access method means any method we make available to *you* or an *authorised person* to give *us* authority to act on an instruction. Examples include *access codes*, customer numbers, *identifiers* and *cards* but does not include a written specimen signature where the comparison of the manual signature with the specimen signature is the principal means of authenticating the authority to give *us* an instruction.

account means a *transaction account*, *savings account*, *term deposit account* or *credit* or *loan account* *you* have with *us*.

additional cardholder has the meaning given in clause 12.1.

ASIC means the Australian Securities and Investments Commission.

ATM means automatic teller machine.

authorised person means an authorised signatory, *additional cardholder*, *benefactor* or any other person who is authorised to do things in connection with *your account*. The *product schedule* for *your account* may set out or describe the people who can access *your account* or may limit the access they have to *your account*.

authority means any government, semi-governmental, statutory, regulatory, administrative, fiscal or judicial body, department, commission, tribunal or other *authority*, and includes any person or body exercising a government, semi-governmental, statutory, regulatory, administrative, fiscal or judicial function. It includes any public *authority* constituted under a law of any country or political sub-division of any country. It also includes any person or body deriving power directly or indirectly from any other person or body referred to in this definition.

banking business day means a day on which banks in Sydney or Melbourne are able to effect settlement through the Reserve Bank of Australia, other than a Saturday, Sunday or a day gazetted as a public holiday.

benefactor means a natural person authorised to operate a Life Saver Account on behalf of a non-signing *account* holder subject to the specific terms and conditions contained in the *product schedule*.

biller means a merchant or other organisation that is registered to receive payments through the BPAY Scheme.

BPAY is registered trademarks of BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street, Sydney NSW - Telephone (02) 9646 9222.

BPAY Payments means the 'BPAY Payments' service under the BPAY Scheme.

BPAY payment means a payment made via the BPAY Payments service under the BPAY Scheme.

BPAY Scheme means the scheme operated by BPAY from time to time to provide payment services to end customers.

credit or loan account means an *account* we establish in *your name* for recording all transactions in connection with *your loan*, line of credit or credit *card* facility with *us*.

Customer Owned Banking Code of Practice means the *Customer Owned Banking Code of Practice* published by the Customer Owned Banking Association, as amended from time to time.

device means an article (such as a card) we give to you or an authorised person to perform an *electronic transaction*.

electronic transactions and **EFT transactions** means payments, funds transfer and cash withdrawal transactions that are initiated on *your account* using electronic equipment (e.g. electronic terminals (e.g. ATMs, POS terminals and terminals located at the counter in a branch, computers, televisions and telephones) and not intended to be authenticated by comparing a manual signature with a specimen signature. For clarity, a cheque (including a bank cheque) is not an **electronic transaction** or **EFT transaction**.

EFT network equipment has the meaning given in clause 24.1.

ePayments Code means the *ePayments Code* published by ASIC, as amended from time to time.

foreign cheque has the meaning given in clause 32.4.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

identifier means information that you or an authorised person knows and must provide to perform an *electronic transaction* but is not required to keep secret.

mistaken internet payment has meaning given in clause 22.2.

A *mistaken internet payment* does not include a BPAY payment.

mistaken payment has meaning given in clause 22.1 and includes a *mistaken internet payment*.

mobile banking has the meaning given in clause 41.

National Credit Code means the *National Credit Code* that is set out in Schedule 1 of the *National Consumer Credit Protection Act 2009* (Cth).

New Payments Platform means the *New Payments Platform* operated by or for NPP Australia Limited.

online banking has the meaning given in clause 40 and includes *mobile banking* and the Greater Bank app.

operating instructions has meaning given in clause 52.2.

Osko means the *Osko payment* service administered by BPAY.

Osko payment means a payment made via Osko through *online banking*.

payment facility means each of the following services offered by us:

- (a) *online banking*
- (b) *mobile banking*
- (c) Greater Bank Visa credit cards
- (d) Greater Bank Visa debit cards
- (e) *eftpos*
- (f) *cheque facility*
- (g) *BPAY Payments*
- (h) *Osko*
- (i) *automatic payments (direct debits, scheduled payments)*
- (j) *any other payment facility or access facility available with your account from time to time.*

The *payment facilities* that are available with your account are set out in the *product schedule*.

payment method means a method you can use to make or receive payments from or into your account, including through your access to or use of one or more *payment facilities*. The *payment methods* that are available with your account are set out in the *product schedule*.

PIN means personal identification number.

product schedule in respect of an account, means the *product schedule* for that account, as amended from time to time.

savings account means an account specified as a *savings account* in the *product schedule*.

term deposit account means an account specified as a *term deposit account* in the *product schedule*.

TFN means Tax File Number.

transaction account means an account specified as a *transaction account* in the *product schedule*.

Visa card or **card** means a Greater Bank Visa debit card or a Greater Bank Visa credit card.

we, us and **our** means Newcastle Greater Mutual Group Ltd and our successors and assigns.

you and **your** means an *account* holder or if there is more than one of *you*, all of *you* jointly and each of *you* severally and includes a person, company, firm, body corporate, incorporated association, partnership, other type of association, *authority* or government body who is an existing *account* holder with *us*. *You* includes *your* successors and assigns.

In this document, unless the context indicates a contrary intention:

- (a) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind
- (b) **(singular)** the singular includes the plural and vice-versa
- (c) **(documents)** a reference to another document includes any document which varies, supplements or replaces that other document.

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