

# **General Information Terms and Conditions**

**for Transaction, Savings and Term  
Deposit Accounts and Access Facilities**

**THIS DOCUMENT SHOULD BE READ  
IN CONJUNCTION WITH QBANK'S  
SCHEDULE OF FEES AND CHARGES,  
AND DEPOSIT RATE SCHEDULE**

ISSUED DATE 8 FEBRUARY 2018

# How To Contact Us

**Visiting Us:** QBANK  
Level 1, 231 North Quay  
Brisbane Qld 4000

**Mail:** QBANK  
PO Box 13003  
George Street Qld 4003

**Phone:** 13 77 28  
**International:** +61 13 77 28  
**Fax General:** 07 3236 2194  
**Fax Loans:** 07 3211 3683  
**Email:** [info@qbank.com.au](mailto:info@qbank.com.au)  
**Website:** [qbank.com.au](http://qbank.com.au)

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## To report the loss, theft or unauthorised use of your Visa card or CueCard

### In Australia

- Within Australia between 8:45 am and 4:30 pm (AEST) Monday to Friday, call us on **13 77 28**.
- Within Australia outside the above hours, call **1800 621 199**.
- Please note: you must contact QBANK on 13 77 28 during business hours to order a new Visa card or CueCard if you have cancelled them using the 1800 621 199 number.

### Overseas – for CueCard:

- call us in Australia during our office hours on +61 7 3008 4444
- call First Data International on +61 2 9959 7480 (24 hours 7 days a week).

### Overseas – for Visa

- If you lose the card outside Australia you can place a collect call from anywhere in the world, anytime, to Visa's Global Customer Assistance Services on +1 303 967 1090.
- Please note: you must contact QBANK on +61 7 3008 4444 during business hours to order a new Visa card or CueCard if you have cancelled them

**To report the loss of any other access facility, or any other unauthorised transaction, contact us as set out above in *How to Contact Us*.**

## CUSTOMER OWNED BANKING CODE OF PRACTICE

We warrant that we will comply with the Customer Owned Banking Code of Practice. Please see the section *About the Customer Owned Banking Code of Practice* for more detail.

## ePAYMENTS CODE

We warrant that we will comply with the ePayments Code.

## HOW OUR GENERAL INFORMATION TERMS AND CONDITIONS BECOME BINDING ON YOU

**Please note that by opening an account or using an access facility you become bound by these terms and conditions of use.**

## ACCESSING COPIES OF THE GENERAL INFORMATION TERMS AND CONDITIONS

You can view and download our current General Information Terms and Conditions from our website at [www.qbank.com.au](http://www.qbank.com.au), or contact us for a copy.

## FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme (FCS) protects depositors through the provision of a guarantee on deposits (up to the cap) held in authorised deposit-taking institutions (ADIs) incorporated in Australia and allows quick access to their deposits if an ADI becomes insolvent.

QPCU Limited t/a QBANK is an ADI. Depositors with QBANK may be entitled to receive a payment from the FCS, subject to a limit per depositor. For further information visit the FCS website at [www.fcs.gov.au](http://www.fcs.gov.au)

# Contents

<b>Part A – General Information</b>	<b>2</b>
Account Operations	2
What is the General Information Terms and Conditions?	2
How do I open an Account?	2
Proof of identity required	2
What Accounts can I open?	2
Joint Accounts	2
Trust Accounts	3
What Fees and Charges are there?	3
What Interest can I earn on my Account?	3
What are the Taxation Consequences?	3
Disclosing your Tax File Number (TFN)	3
Third Party Access (Authority to Operate 'ATO')	3
Making Deposits to the Account	3
Deposits using Electronic Equipment	4
Depositing Cheques drawn on Australian Banks	4
Withdrawing or Transferring from the Account	4
Debiting Transactions Generally	4
Over the Counter Withdrawals	4
Withdrawals using our Corporate Cheques	4
Withdrawal Limits	4
Overdrawing an Account	5
Sweep Facility	5
Account Statements	5
What happens if I change my name or address?	5
Dormant/Inactive Memberships	5
Account Combination (Limited 'Right of Set Off')	5
Closing Accounts and Cancelling Access Facilities	5
Notifying Changes	6
How we send Notices and Statements	6
Complaints	7
Chequing	7
Direct Debit	7
PayPal	7
Electronic Access Facilities and ePayments Conditions of Use	8
About the Customer Owned Banking Code of Practice	19
<b>Part B – Additional Terms and Conditions</b>	<b>22</b>
Introduction	22
Deposit Accounts	25
Standard Non-cash Payment Products (BPAY, Direct Credits and Debits, Cheques)	28
Visa Debit and Cue Card	36
QBANK Internet Banking	38
QBANK Phone Banking	40
New Payments Platform, PayID and Osko	42

# Part A – Terms and Conditions

## Account Operations

### WHAT IS THE GENERAL INFORMATION TERMS AND CONDITIONS?

This General Information Terms and Conditions booklet contains information on QBANK's access facilities and transaction, savings and term deposit accounts. It should be read in conjunction with QBANK's *Schedule of Fees and Charges*, and *Deposit Rates Schedule*.

Please refer to the section *Table 1. Overview of QBANK Savings Accounts* for available transaction, savings and term deposit account types, the conditions applying to each account type and the access facilities attaching to these account types. Access facilities include:

- Visa card and Visa PayWave
- CueCard
- Chequing (personal and corporate)
- BPAY® and BPAY View® (registered to BPay Pty Ltd ABN 69 079 137 518)
- telephone and internet banking
- mobile banking
- SMS banking
- EFTPOS and ATM access
- direct debit requests
- periodic payments
- direct credits
- Bank@Post
- Westpac deposit book.

### HOW DO I OPEN AN ACCOUNT?

You will need to become a member of QBANK before we can issue an account and access facilities to you. To become a member, you will need to meet our membership eligibility criteria and complete an application form.

### PROOF OF IDENTITY REQUIRED

The law requires us to verify your identity when you open an account or the identity of any person you appoint as a signatory to your account.

In most cases you can prove your identity by showing us one of the following photo identity documents:

- photo driver's licence issued by a State or Territory or foreign government
- photo ID card issued by a State or Territory
- Queensland Police Serving Officer's photo ID
- current passport (or if expired, within the last 2 years)
- national ID card, with photo and signature of the person, issued by a foreign government, the United Nations, or a United Nations agency.

If a document is not in English, then it must be accompanied by an English translation prepared by an accredited translator.

If you do not have photo ID please contact us to discuss what other forms of identification may be acceptable.

### WHAT ACCOUNTS CAN I OPEN?

When we open your membership you have the option of being issued with an Everyday Plus Account or an On Call Savings Account. You can then activate other accounts as needed. Please first check *Table 1. Overview of QBANK Savings Accounts* for the different account types available, any special conditions for opening, and the features of each account type. Information is also available on our website or by contacting us. For information on interest rates and how interest is calculated on any of these accounts, please refer to QBANK's current *Deposit Rates Schedule* or contact us.

### JOINT ACCOUNTS

A joint account is an account held by two or more persons. The important legal consequences of holding a joint account are:

- the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account (for business accounts different rules may apply – see Note below)
- joint and several liability – if the account is overdrawn, each joint holder is individually liable for the full amount owing.

You can operate a joint account on an 'all to sign' or 'either/or to sign' basis:

- 'all to sign' means all joint holders must sign withdrawal forms, cheques, account closures, etc
- 'either/or to sign' means any one joint holder can sign withdrawal slips, cheques etc (however all parties must sign to close the account).

All joint account holders must consent to the joint account being operated on an 'either/or to sign' basis. However, any one joint account holder can cancel this arrangement in writing at any time, making it 'all to sign'.

*Note The right of survivorship does not automatically apply to joint business accounts, such as partnerships. A partner's interest in a business joint account would normally pass to beneficiaries nominated in the partner's will or next-of-kin if there is no will.*

If you are operating a business partnership joint account, you should obtain your own legal advice to ensure your wishes are carried out.

## TRUST ACCOUNTS

You can open an account as a trust account. However:

- we are not taken to be aware of the terms of the trust
- we do not have to verify that any transactions you carry out on the account are authorised by the trust
- you agree to indemnify us against any claim made upon us in relation to, or arising out of that trust.

## WHAT FEES AND CHARGES ARE THERE?

Please refer to the *Schedule of Fees and Charges* for current fees and charges. We may vary fees or charges from time to time.

We will debit your primary operating account for all applicable government taxes and charges.

## WHAT INTEREST CAN I EARN ON MY ACCOUNT?

Our *Deposit Rates Schedule* provides information about our current deposit and savings interest rates. This Schedule is available on our website or by contacting us. We may vary deposit or savings interest rates from time to time on all deposit accounts except our term deposit accounts (which remains fixed for the agreed term of the deposit).

Our *Deposit Rates Schedule* discloses how we calculate and credit interest to your account.

## WHAT ARE THE TAXATION CONSEQUENCES?

Interest earned on an account is income and may be subject to income tax.

## DISCLOSING YOUR TAX FILE NUMBER (TFN)

When you apply for membership we will ask you whether you want to disclose your TFN or advise of exemption. If you disclose it, we will note your TFN against any account you activate.

You do not have to disclose your TFN to us. If you do not, we will deduct withholding tax from interest paid on the account at the highest marginal rate.

For a joint account, each holder must quote their TFN and/or exemptions, otherwise withholding tax applies to all interest earned on the joint account.

Businesses need only quote their ABN instead of a TFN.

## THIRD PARTY ACCESS (AUTHORITY TO OPERATE 'ATO')

You can authorise us at any time to allow another person to operate on your savings accounts (this does not include term deposits). However, we will need to verify this person's identity before they can access your account.

You can specify which of your savings accounts you give the authorised person authority to operate on. You are responsible for all transactions your authorised person carries out on your account. You consent to us giving an ATO information about your account. **You should ensure that the person you authorise to operate on your account is a person you trust fully.**

When an ATO instructs us to carry out an action, or makes a transaction, we will act upon their instructions. We are not required to make any inquiries in relation to any instructions received from an ATO regarding the operation of your account. Some limitations may apply to the actions that can be carried out by an ATO – contact us for further information or refer to the 'Authority to Operate' application.

You may revoke the authorised person's authority at any time by giving us written notice.

If the account is a joint account, we require both account holders to authorise the ATO.

## MAKING DEPOSITS TO THE ACCOUNT

You can make deposits to the account:

- by cash or cheque at our branches
- by direct credit e.g., from your employer for wages or salary (please note that we can reverse a direct credit if we do not receive full value for the direct credit)
- by transfer from another account with us
- by transfer from another financial institution
- by cash or cheque at a Westpac branch using a specially encoded deposit book (not available for the NetLink Direct Savings Account)
- via Australia Post Bank@Post,

unless otherwise indicated in *Table 1. Overview of QBANK Savings Accounts.*

## DEPOSITS USING ELECTRONIC EQUIPMENT

We are responsible for a deposit into a facility received by our electronic equipment or a device, from the time you complete the deposit, subject to verification of the amount or amounts deposited.

If there is a discrepancy between the amount recorded as being deposited by the electronic equipment and the amount recorded by us as being received, we will contact you as soon as practicable about the difference.

Note that electronic deposits may not be processed on the same day.

## DEPOSITING CHEQUES DRAWN ON AUSTRALIAN BANKS

You can only access the proceeds of a cheque when it has cleared. This usually takes 3 business days (or if the cheque deposit is via Bank@Post – 5 business days). However, you can ask us for a special clearance for which we may charge a fee. Please refer to our *Schedule of Fees and Charges* brochure for our current fee for special clearances.

## WITHDRAWING OR TRANSFERRING FROM THE ACCOUNT

You can make withdrawals from the account:

- over the counter at any of our branches
- by direct debit
- by cheque, if your account is linked to a cheque book
- via telephone or internet banking
- via BPAY® to make a payment to a biller
- via selected EFTPOS terminals, if your account is linked to an access card (note that merchants may impose restrictions on withdrawing cash)
- via Australia Post Bank@Post.

unless otherwise indicated in *Table 1. Overview of QBANK Savings Accounts*. We will require acceptable proof of your identity before processing withdrawals in person or acceptable proof of your authorisation for other types of withdrawal transactions.

## DEBITING TRANSACTIONS GENERALLY

We will debit transactions received on any one day in the order we determine in our absolute discretion. Transactions will not necessarily be processed to your account on the same day.

We have the right to decline to accept your authorisation for any transaction if we are uncertain for any reason of

the authenticity or validity of the authorisation or your legal capacity to give the authorisation. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our action.

If you close your account before a transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that transaction.

## OVER THE COUNTER WITHDRAWALS

Generally, you can make over-the-counter withdrawals in cash or by buying a corporate cheque. Please check:

- *Table 1. Overview of QBANK Savings Accounts* for any restrictions on withdrawals applying to certain accounts
- the *Schedule of Fees and Charges* for any applicable fees for large cash withdrawals and notice required.

## WITHDRAWALS USING OUR CORPORATE CHEQUES

This is a cheque QBANK draws payable to the person you nominate. You can purchase a corporate cheque from us, or through internet banking, for a fee: see the *Schedule of Fees and Charges*.

If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form of request, giving us evidence of the loss or theft of the cheque. You will also have to give us an indemnity – the indemnity protects us if someone else claims that you wrongfully authorised us to stop the cheque.

We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services and you are not happy with them.

## WITHDRAWAL LIMITS

We limit the amount of daily withdrawals or payments you may make using electronic methods, either generally or in relation to a particular facility. Refer to *Table 1. Overview of QBANK Savings Accounts* for further information, or contact us.

Please note that merchants, billers or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.

We may also require you to apply for new transaction limits if you change any pass code. We may require you to provide proof of identity that satisfies us. We may reduce transaction limits to zero for security reasons.

## OVERDRAWING AN ACCOUNT

You must keep sufficient cleared funds in your account to cover your cheque, direct debit and electronic transactions. If you do not, we can dishonour the transaction and charge dishonour fees: see the *Schedule of Fees and Charges* brochure.

Alternatively, we may honour the transaction and overdraw your account. We will charge you:

- interest at our current overdraft rate, calculated on the daily closing balance, or
- a fee for each day (or part of a day) your account is overdrawn: see the *Schedule of Fees and Charges* brochure.

‘Cleared funds’ means the proceeds of cheque deposits to your account (once the cheque is cleared), cash deposits and direct credits.

## SWEEP FACILITY

QBANK in most instances will automatically transfer funds between same named accounts to honour a payment – if you do not wish this to occur or wish to change the account that is being used for the sweep please advise us.

## ACCOUNT STATEMENTS

We will send you account statements at least every 6 months on active deposit accounts. You can ask us for an account statement at any time. We may charge a fee for providing additional statements or copies: see the *Schedule of Fees and Charges* brochure.

We can also provide your statements electronically via internet banking. Please ask us about this facility.

We recommend that you check your account statement as soon as you receive it. Immediately notify us of any unauthorised transactions or errors. Please refer to *How to Contact Us* for our contact details.

By default the first named owner of a joint savings account will receive a statement for that account. Additional account holders may also choose to receive a statement.

## WHAT HAPPENS IF I CHANGE MY NAME OR ADDRESS?

We recommend that if you change your name or address, you let us know immediately.

## DORMANT/INACTIVE MEMBERSHIPS

If no transactions are carried out under your membership for at least 12 months (other than transactions initiated by QBANK, such as crediting interest or debiting fees and charges), we may write to you asking if you want to keep your membership open. If you do not reply we will treat your membership as dormant/inactive.

Once your membership becomes dormant/inactive, we may:

- charge a dormancy fee
- stop paying interest or reduce the amount of interest
- stop sending account statements
- credit the member shares to the savings account
- close the membership.

If your account remains dormant for 7 years we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investment Commission (ASIC) as unclaimed money.

## ACCOUNT COMBINATION (LIMITED ‘RIGHT OF SET OFF’)

If you have more than one account with us, we may apply a deposit balance in any account to any other deposit account in the same name which is overdrawn.

When you cease to be a customer, we may combine all your accounts (whether deposit or loan accounts) you have with us provided the accounts are all in the same name.

We will give you written notice after exercising any right to combine your accounts.

## CLOSING ACCOUNTS AND CANCELLING ACCESS FACILITIES

You can close account/s at any time. However, you will have to surrender your cheque book and any access card at the time. We may defer closure and withhold sufficient funds to cover payment of outstanding cheque, electronic transactions and fees, if applicable.

You can cancel any access facility on request at any time.

We can:

- close account/s in our absolute discretion by giving you at least 14 days’ notice and paying you the balance of your account
- cancel any access facility for security reasons or if you breach the Terms and Conditions of Use
- in exceptional circumstances close your account without notice.

## NOTIFYING CHANGES

We may change fees, charges, interest rates and other conditions at any time. The following table sets out when we will notify you of any change.

TYPE OF CHANGE	NOTICE
Increasing any fee or charge	20 days
Adding a new fee or charge	20 days
Reducing the number of fee-free transactions permitted on your account	20 days
Changing the minimum balance to which an account keeping fee applies	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited to your account	20 days
Changing deposit interest rates	when we next communicate with you
Increasing your liability for losses relating to ePayments (see the ePayments Conditions of Use Section 3 for a list of ePayments)	20 days
Imposing, removing or changing any periodic transaction limit	20 days
Changing any other term or condition	when we next communicate with you

We may use various methods, and combinations of methods, to notify you of these changes, such as:

- notification by letter
- notification on or with your next statement of account
- notification on or with the next newsletter
- advertisements in the local or national media
- notification on our website.

However, we will always select a method or methods appropriate to the nature and extent of the change, as well as the cost effectiveness of the method of notification.

## HOW WE SEND NOTICES AND STATEMENTS

We may send you notices and statements:

- by post, to the address recorded in our records or to a mailing address you nominate
- by fax
- by email
- via the online banking platform
- by advertisement in the media, for some notices only.

If you agree, we may, instead of sending you a notice or statement, post notices or statements to our website for you to retrieve. We will tell you, via email, when information is available for you to retrieve, either at the time or on setting up a facility that will have regular postings to the website.

You can change your email address, or revert to receiving paper notices or statements, at any time.

## COMPLAINTS

We have a dispute resolution system to deal with any complaints you may have in relation to your accounts or access facilities or transactions on your account. Our Complaints and Dispute Resolution Policy requires us to deal with any complaint in a fair, equitable and timely manner.

If you want to make a complaint, contact our staff at any branch and tell them that you want to make a complaint. Our staff have a duty to deal with your complaint under our Complaints and Dispute Resolution Policy. Our staff must also advise you about our complaint handling process and the timetable for handling your complaint. We also have a guide to our complaint handling process available to you on our website, or upon request. If you are not satisfied with the way in which we resolve your complaint, or if we do not respond in a timely manner, you may refer the complaint to our external dispute resolution provider.

## CHEQUING

Chequing allows you to make payments by cheque. We will issue you with a cheque book and authorise you to draw cheques on our account at Westpac. We will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account we may instruct Westpac to dishonour your cheque. However, we have a discretion to allow the cheque to be paid and to overdraw your account for this purpose. If you overdraw your account, we may charge you interest and fees. Please refer to the section *Overdrawing An Account*.

We may not give you access to chequing if your banking history with QBANK is not satisfactory or if you are under 18 years of age.

## DIRECT DEBIT

You can authorise a participating biller to debit amounts from your account, as and when you owe those amounts to the biller. The biller will provide you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to provide them with this authority.

To cancel the DDR Service Agreement, you can contact either the biller or us. If you contact us, we will stop the facility. If the biller continues to send through direct debit transactions, you may incur a dishonour fee when we return the transactions as unpaid to the biller. We suggest that you also contact the biller to cancel the DDR Service Agreement.

If you believe a direct debit initiated by a biller is wrong you should contact the biller to resolve the issue. Alternatively, you may contact us. If you give us the information we

require we will forward your claim to the biller. However, we are not liable to compensate you for your biller's error.

If you set up the payment using a Visa debit card, please contact us directly about unauthorised or irregular debits.

We can cancel your direct debit facility, in our absolute discretion, if 3 consecutive direct debit instructions are dishonoured. If we do this, billers will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.

## PAYPAL

When you use PayPal you are authorising PayPal to debit amounts from your account as a biller under direct debit. Please note that:

- you are responsible for all PayPal debits to your account
- if you dispute a PayPal debit, you can contact PayPal directly or ask us to do so (we suggest you contact PayPal directly)
- we are not responsible for compensating you for any disputed PayPal debit, or for reversing any disputed PayPal debit to your account
- if you want to cancel your direct debit arrangement with PayPal, you can contact PayPal directly or ask us to do so. However if PayPal continues to send through direct debit transactions you may incur a dishonour fee when we return the transactions as unpaid to PayPal (we suggest that you also contact the biller to cancel the direct debit)
- when you ask us to pass on a disputed transaction to PayPal, or your request to cancel your direct debit arrangement with PayPal, we will do so as soon as practicable but we are not responsible if PayPal fails to respond as soon as possible or at all.

Other third party payment services may operate in a similar way to PayPal.

# ELECTRONIC ACCESS FACILITIES AND EPAYMENTS CONDITIONS OF USE

## Section 1. INFORMATION ABOUT OUR EPAYMENT FACILITIES

You should follow the guidelines in the box below to protect against unauthorised use of the access card and pass code/s (e.g., PIN, password). These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised epayments. Liability for such transactions will be determined in accordance with the ePayments Conditions of Use and the ePayments Code.

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### Important Information You Need to Know Before Using a Device to Make Electronic Payments

- Sign the access card as soon as you receive it.
- Familiarise yourself with your obligations to keep the access card and pass codes secure.
- Familiarise yourself with the steps you have to take to report loss or theft of the access card or to report unauthorised use of the access card, BPAY® or telephone or internet banking.
- Immediately report loss, theft or unauthorised use.
- If you change a pass code, do not select a pass code which represents your birth date or a recognisable part of your name.
- Never write the pass code on the access card.
- Never write the pass code PIN on anything which is kept with or near the access card.
- Never lend the access card to anybody.
- Never tell or show the pass code to another person.
- Use care to prevent anyone seeing the pass code being entered on a device.
- Keep a record of card cancellation telephone numbers with your usual list of emergency telephone numbers.
- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address.
- ALWAYS access the telephone banking or internet banking service only using the OFFICIAL phone numbers and URL (website) addresses.
- If accessing internet banking on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history.
- ALWAYS REJECT any request to provide or confirm details of your pass code. We will NEVER ask you to provide us with these details.

**If you fail to ensure the security of the access card, access facility and pass codes, you may increase your liability for unauthorised transactions.**

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These ePayment Conditions of Use govern all electronic transactions made using any one of our access cards or facilities, listed below:

**CueCard**

**Visa card**

**BPAY®**

**Osko®**

**Internet Banking**

**Telephone Banking**

**New Payments Platform**

You can use any of these electronic access facilities to access an account, as listed in *Table 1. Overview of QBANK Savings Accounts*.

## CueCard

CueCard allows you to access your account at any ATM or EFTPOS terminal within Australia (or anywhere in the world where the Maestro Cirrus logo is displayed). We will provide you with a PIN to use with your CueCard. CueCard allows you to:

- withdraw cash from your account
- deposit cash or cheques into your account (at selected Australia Post outlets only).

We may choose not to give you a CueCard if you are under 16.

## Visa card

Visa card allows you to make payments at any retailer displaying the Visa card logo, anywhere in the world. You can also withdraw cash from your account, anywhere in the world, using an ATM displaying the Visa card logo. We will provide you with a PIN to use with Visa card. Visa card also allows you:

- withdraw cash from your account
- deposit cash or cheques into your account (at selected Australia Post outlets only).

We may choose not to give you a Visa card if your banking history with us is not satisfactory or if you do not meet certain criteria including minimum age requirements.

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### Important Information about Chargebacks for VISA card

If you believe a Visa card transaction was:

- for goods or services and the merchant did not deliver them
- for goods and services which did not match the description provided by the merchant,

then you can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. You must do this in writing by providing us with information as required by the type of chargeback transaction being lodged. Please contact us during business hours to discuss information requirements. Please note there are time limits on making a chargeback application – transactions older than 120 days cannot be charged back.

You are not able to reverse a transaction authenticated using Verified by Visa unless we are liable as provided in the ePayments Conditions of Use.

**It is important that you review your statements regularly and notify QBANK if any of the above events occur as soon as possible. QBANK will then investigate the matter and seek to resolve the matter on your behalf.**

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## Section 2. DEFINITIONS

- (a) **access card** means an ATM card, debit card or credit card and includes our Visa card and CueCard
- (b) **ATM** means automatic teller machine
- (c) **business day** means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned
- (d) **device** means a device we give to a user that is used to perform a transaction. Examples include:
  - (i) ATM card
  - (ii) debit card or credit card
  - (iii) token issued by a subscriber that generates a pass code
- (e) **EFTPOS** means electronic funds transfer at the point of sale—a network for facilitating transactions at point of sale
- (f) **facility** means an arrangement through which you can perform transactions
- (g) **identifier** means information that a user:
  - (i) knows but is not required to keep secret, and
  - (ii) must provide to perform a transactionExamples include an account number or customer number
- (h) **manual signature** means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet
- (i) **pass code** means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A pass code may consist of numbers, letters, a combination of both, or a phrase. Examples include:
  - (i) personal identification number (PIN)
  - (ii) internet banking password
  - (iii) telephone banking password
  - (iv) code generated by a security token

A pass code does not include a number printed on a device (e.g., a security number printed on a credit or debit card)

- (j) **regular payment arrangement** means either a recurring or an instalment payment agreement between you (the cardholder) and a merchant in which you have preauthorised the merchant to bill your account at predetermined intervals (e.g., monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

- (k) **transaction** means a transaction to which these ePayment Conditions of Use apply, as set out in Section 3
- (l) **unauthorised transaction** means a transaction that is not authorised by a user
- (m) **user** means you or an individual you have authorised to perform transactions on your account, including:
  - (i) a third party signatory to your account
  - (ii) a person you authorise us to issue an additional card to.

## Section 3. TRANSACTIONS

- 3.1. These ePayment Conditions of Use apply to payment, funds transfer and cash withdrawal transactions that are:
  - (a) initiated using electronic equipment, and
  - (b) not intended to be authenticated by comparing a manual signature with a specimen signature.
- 3.2. These ePayment Conditions of Use apply to the following transactions:
  - (a) electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature
  - (b) telephone banking and bill payment transactions
  - (c) internet banking transactions, including 'Pay Anyone'
  - (d) online transactions performed using a card number and expiry date
  - (e) online bill payments (including BPAY®)
  - (f) direct debits
  - (g) transactions using mobile devices.

## Section 4. WHEN YOU ARE NOT LIABLE FOR LOSS

- 4.1. You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:
  - (a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent
  - (b) a device, identifier or pass code which is forged, faulty, expired or cancelled
  - (c) a transaction requiring the use of a device and/or pass code that occurred before the user received the device and/or pass code (including a reissued device and/or pass code)
  - (d) a transaction being incorrectly debited more than once to the same facility

- (e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a pass code has been breached.
- 4.2. You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a pass code or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a pass code, you are liable only if the user unreasonably delays reporting the loss or theft of the device.
- 4.3. You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.
- 4.4. In a dispute about whether a user received a device or pass code:
- (a) there is a presumption that the user did not receive it, unless we can prove that the user did receive it
  - (b) we can prove that a user received a device or pass code by obtaining an acknowledgement of receipt from the user
  - (c) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or pass code.

## Section 5. WHEN YOU ARE LIABLE FOR LOSS

- 5.1. If Section 4 does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this Section 5.
- 5.2. Where we can prove on the balance of probability that a user contributed to a loss through fraud, or breaching the pass code security requirements in Section 6:
- (a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of pass code security is reported to us
  - (b) you are not liable for the portion of losses:
    - (i) incurred on any one day that exceeds any applicable daily transaction limit
    - (ii) incurred in any period that exceeds any applicable periodic transaction limit
    - (iii) that exceeds the balance on the facility, including any pre-arranged credit
    - (iv) incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or pass code used to perform the transaction.

- 5.3. Where:
- (a) more than one pass code is required to perform a transaction; and
  - (b) we prove that a user breached the pass code security requirements in Section 6 for one or more of the required pass codes, but not all of the required pass codes.
- You are liable under clause 5.2 only if we also prove on the balance of probability that the breach of the pass code security requirements under Section 6 was more than 50% responsible for the losses, when assessed together with all the contributing causes.
- 5.4. You are liable for losses arising from unauthorised transactions that occur because a user contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
- Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a transaction.*
- 5.5. Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all pass codes has been breached, you:
- (a) are liable for the actual losses that occur between:
    - (i) when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
    - (ii) when the security compromise was reported to us
  - (b) are not liable for any portion of the losses:
    - (i) incurred on any one day that exceeds any applicable daily transaction limit
    - (ii) incurred in any period that exceeds any applicable periodic transaction limit
    - (iii) that exceeds the balance on the facility, including any pre-arranged credit
    - (iv) incurred on any facility that we and you had not agreed could be accessed using the device and/or pass code used to perform the transaction.

*Note: You may be liable under clause 5.5 if you were the user who contributed to the loss, or if a different user contributed to the loss.*
- 5.6. Where a pass code was required to perform an unauthorised transaction, and clauses 5.2-5.5 do not apply, you are liable for the least of:

- (a) \$150, or a lower figure determined by us
  - (b) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or pass code, including any prearranged credit
  - (c) the actual loss at the time that the misuse, loss or theft of a device or breach of pass code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.
- 5.7. In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under clauses 5.2 and 5.5:
- (a) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring
  - (b) the fact that a facility has been accessed with the correct device and/or pass code, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the pass code security requirements in Section 6
  - (c) the use or security of any information required to perform a transaction that is not required to be kept secret by users (e.g., the number and expiry date of a device) is not relevant to a user's liability.
- 5.8. If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account, we will not hold you liable for losses under Section 5 for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (e.g., charge-back rights).

This clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

## Section 6. PASS CODE SECURITY REQUIREMENTS

- 6.1. Section 6 applies where one or more pass codes are needed to perform a transaction.
- 6.2. A user must not:
- (a) voluntarily disclose one or more pass codes to anyone, including a family member or friend
  - (b) where a device is also needed to perform a transaction, write or record pass code(s) on a device, or keep a record of the pass code(s) on anything:
    - (i) carried with a device
    - (ii) liable to loss or theft simultaneously with a device unless the user makes a reasonable attempt to protect the security of the pass code
  - (c) where a device is not needed to perform a transaction, keep a written record of all pass codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the pass code(s).
- 6.3. For the purpose of clauses 6.2(b)–6.2(c), a reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:
- (a) hiding or disguising the pass code record among other records
  - (b) hiding or disguising the pass code record in a place where a pass code record would not be expected to be found
  - (c) keeping a record of the pass code record in a securely locked container
  - (d) preventing unauthorised access to an electronically stored record of the pass code record.
- This list is not exhaustive.
- 6.4. A user must not act with extreme carelessness in failing to protect the security of all pass codes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

*Note 1: An example of extreme carelessness is storing a user name and pass code for internet banking in a diary, smartphone or computer that is not password protected under the heading 'Internet banking codes'.*

*Note 2: For the obligations applying to the selection of a pass code by a user, see clause 6.5.*

- 6.5. A user must not select a numeric pass code that represents their birth date, or an alphabetical pass code that is a recognisable part of their name, if we have:
- (a) specifically instructed the user not to do so
  - (b) warned the user of the consequences of doing so.
- 6.6. The onus is on us to prove, on the balance of probability, that we have complied with clause 6.5.
- 6.7. Where we expressly authorise particular conduct by a user, either generally or subject to conditions, a user who engages in the conduct, complying with any

conditions, does not breach the pass code security requirements in Section 6.

- 6.8. Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a user who discloses, records or stores a pass code that is required or recommended for the purpose of using the service does not breach the pass code security requirements in Section 6.

## Section 7. LIABILITY FOR LOSS CAUSED BY SYSTEM OR EQUIPMENT MALFUNCTION

- 7.1. You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with a user's instructions.
- 7.2. Where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
- (a) correcting any errors
  - (b) refunding any fees or charges imposed on the user.

## Section 8. NETWORK ARRANGEMENTS

- 8.1. We must not avoid any obligation owed to you on the basis that:
- (a) we are a party to a shared electronic payments network
  - (b) another party to the network caused the failure to meet the obligation.
- 8.2. We must not require you to:
- (a) raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network
  - (b) have a complaint or dispute investigated by any other party to a shared electronic payments network.

## Section 9. MISTAKEN INTERNET PAYMENTS

- 9.1. In this Section 9:
- (a) **direct entry** means a direct debit or direct credit
  - (b) **mistaken internet payment** means a payment by a user through a 'Pay Anyone' internet banking facility and processed by an ADI through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:

- (i) the user's error, or
- (ii) the user being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY®.

- (c) **receiving ADI** (authorised deposit-taking institution) means an ADI whose customer has received an internet payment
  - (d) **unintended recipient** means the recipient of funds as a result of a mistaken internet payment
- 9.2. When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred.
- 9.3. If we are satisfied that a mistaken internet payment has occurred, we must send the receiving ADI a request for the return of the funds

*Note: Under the ePayments Code, the receiving ADI must within 5 business days:*

- (i) acknowledge the request by the sending ADI for the return of funds, and
  - (ii) advise the sending ADI whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.
- 9.4. If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.
- 9.5. We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.
- 9.6. You may complain to us about how the report is dealt with, including that we and/or the receiving ADI:
- (a) are not satisfied that a mistaken internet payment has occurred
  - (b) have not complied with the processes and timeframes set out in clauses 9.2-9.5, or as described in the box below.
- 9.7. When we receive a complaint under clause 9.6 we must:
- (a) deal with the complaint under our internal dispute resolution procedures
  - (b) not require you to complain to the receiving ADI.
- 9.8. If you are not satisfied with the outcome of a complaint, you are able to complain to our external dispute resolution provider.

*Note: If we are unable to return funds to you because the unintended recipient of a mistaken internet payment does not cooperate, you can complain to our external dispute resolution provider.*

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## Information about a receiving ADI's obligations after we request return of funds

The information set out below is to explain the process for retrieving mistaken payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

**This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.**

### ► Process where funds are available and report is made within 10 business days

- If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

### ► Process where funds are available and report is made between 10 business days and 7 months

- The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
- If satisfied that a mistaken internet payment has occurred, the receiving ADI must:
  - a. prevent the unintended recipient from withdrawing the funds for 10 further business days, and
  - b. notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.
- If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.
- If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

### ► Process where funds are available and report is made after 7 months

- If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- If the unintended recipient consents to the return of the funds:
  - (a) the receiving ADI must return the funds to the sending ADI, and
  - (b) the sending ADI must return the funds to the holder as soon as practicable.

### ► Process where funds are not available

- Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

## **Section 10. USING TELEPHONE BANKING AND INTERNET BANKING**

- 10.1. We do not warrant that:
- (a) the information available to you about your accounts through our home banking service is always up to date;
  - (b) you will have 24 hours a day, 7 days per week, access to telephone banking or internet banking.
  - (c) data you transmit via telephone banking or internet banking is totally secure.

## **Section 11. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE ACCESS CARD OR PASS CODE**

- 11.1. If you believe the access card has been misused, lost or stolen or the pass code has become known to someone else, you must immediately contact us during business hours or otherwise phone the access card number which is available 24 hours a day, 7 days a week.

*Please refer to How to Contact Us on page 2 for contact details.*

- 11.2. You must report the loss, theft or unauthorised use of the card as soon as possible or you may be liable for unauthorised transactions.
- 11.3. If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:
- (a) with us by telephone or priority paid mail as soon as possible, or
  - (b) by telephoning the VISA Card Hotline number for the country you are in.

## **Section 12. HOW TO REPORT UNAUTHORISED USE OF TELEPHONE OR INTERNET BANKING**

- 12.1. If you believe that your pass codes for telephone or internet banking transactions have been misused, lost or stolen, or, where relevant, your pass code has become known to someone else, you must contact us immediately. If this occurs out of hours please complete the 'Contact Us' email form available on our website in the Contact Us section.
- 12.2. If you believe an unauthorised transaction has been made and your access method uses a pass code, you should change that pass code immediately.

## **Section 13. USING THE ACCESS CARD**

- 13.1. You agree to sign the access card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the access card. You must ensure that any other cardholder you authorise also signs their access card immediately upon receipt and before using it.
- 13.2. We will advise you from time to time:
- (a) what transactions may be performed using the access card
  - (b) what ATMs of other financial institutions may be used
  - (c) what the daily cash withdrawal limits are.
- Please refer to Table 1. Overview of QBANK Savings Accounts for details of current transaction limits*
- 13.3. You may only use the access card to perform transactions on those accounts we permit. We will advise you of the accounts which you may use the access card to access.
- 13.4. The access card always remains our property.

## **Section 14. USING VISA OR CUECARD OUTSIDE AUSTRALIA**

- 14.1. You agree to reimburse us for any costs, fees or charges of any nature arising out of a failure to comply with any exchange control requirements.
- 14.2. All transactions made overseas on the Visa card will be converted into Australian currency by Visa, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
- 14.3. All transactions made overseas using CueCard will be converted into Australian currency by Mastercard, and calculated at a wholesale market rate selected by Mastercard from within a range of wholesale rates, or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Mastercard processes the transaction).
- 14.4. All transactions made in a foreign currency on the Visa card are subject to a conversion transaction fee.. Please refer to the *Schedule of Fees and Charges* brochure for the current international transaction fee.
- 14.5. Some overseas merchants and ATMs charge a surcharge for making a transaction using a Visa card or CueCard. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

- 14.6. International ATM usage fees will generally appear on your statement at the end of the applicable month. Please refer to the *Schedule of Fees and Charges* brochure for international ATM and cash advance fees.

### **Section 15. ADDITIONAL ACCESS CARD**

- 15.1. You may authorise us, if we agree, to issue an additional access card to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).
- 15.2. You will be liable for all transactions carried out by this cardholder.
- 15.3. We will give each additional cardholder a separate pass code.
- 15.4. You must ensure that any additional cardholders protect their access card and pass code in the same way as these ePayment Conditions of Use require you to protect your access card and pass code.
- 15.5. To cancel the additional access card you must notify us in writing. However, this cancellation may not be effective until the additional access card is returned to us or you have taken all reasonable steps to have the additional access card returned to us.
- 15.6. You will not be liable for the continued use of the additional access card from the date that you have:
  - (a) notified us that you want it cancelled, and
  - (b) taken all reasonable steps to have the additional access card returned to us.

*Please note that if you are unable to return the additional access card to us, we may require you to make a written statement describing the steps you have taken to return the card.*

### **Section 16. USE AFTER CANCELLATION OR EXPIRY OF ACCESS CARD**

- 16.1. You must not use your access card:
  - (a) before the valid date or after the expiration date shown on the face of access card, or
  - (b) after the access card has been cancelled.
- 16.2. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

### **Section 17. EXCLUSIONS OF ACCESS CARD WARRANTIES AND REPRESENTATIONS**

- 17.1. We do not warrant that merchants or ATMs displaying access card signs or promotional material will accept your access card.

- 17.2. We do not accept any responsibility should a merchant, bank or other institution displaying access card signs or promotional material, refuse to accept or honour your access card.
- 17.3. We are not responsible for any defects in the goods and services you acquire through the use of the Visa card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

### **Section 18. CANCELLATION OF ACCESS CARD OR OF ACCESS TO TELEPHONE OR INTERNET BANKING SERVICE OR BPAY®**

- 18.1. You may cancel your access card, your access to telephone banking, internet banking or BPAY® at any time by giving us written notice.
- 18.2. We may immediately cancel or suspend your access card or your access to telephone banking, internet banking or BPAY® at any time for security reasons or if you breach these ePayments Code. In the case of an access card, we may cancel the access card by capture of the access card at any ATM.
- 18.3. We may cancel your access card or your access to telephone banking, internet banking or BPAY® for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellation.
- 18.4. In the case of an access card, you will be liable for any transactions you make using your access card before the access card is cancelled but which are not posted to your account until after cancellation of the access card.
- 18.5. In the case of telephone banking, internet banking or BPAY®, if, despite the cancellation of your access to telephone banking, internet banking or BPAY®, you carry out a transaction using the relevant access method, you will remain liable for that transaction.
- 18.6. Your access card or your access to telephone banking, internet banking or BPAY® will be terminated when:
  - (a) we notify you that we have cancelled your access card or your access method to the account with us
  - (b) you close the last of your accounts with us to which the access card applies or which has telephone banking, internet banking or BPAY® access
  - (c) you cease to be our member, or
  - (d) you alter the authorities governing the use of your account or accounts to which the access

card applies or which has telephone banking, internet banking or BPAY<sup>®</sup> access (unless we agree otherwise).

- 18.7. In the case of an access card, we may demand the return or destruction of any cancelled access card.

## Section 19. USING BPAY<sup>®</sup>

- 19.1. You can use BPAY<sup>®</sup> to pay bills bearing the BPAY<sup>®</sup> logo from those accounts that have the BPAY<sup>®</sup> facility.
- 19.2. When you tell us to make a BPAY<sup>®</sup> payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (e.g., your account number with the biller), the amount to be paid and the account from which the amount is to be paid.
- 19.3. We cannot effect your BPAY<sup>®</sup> instructions if you do not give us all the specified information or if you give us inaccurate information.

*Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.*

## Section 20. PROCESSING BPAY<sup>®</sup> PAYMENTS

- 20.1. We will attempt to make sure that your BPAY<sup>®</sup> payments are processed promptly by participants in BPAY<sup>®</sup>, and you must tell us promptly if:
- (a) you become aware of any delays or mistakes in processing your BPAY<sup>®</sup> payment
  - (b) you did not authorise a BPAY<sup>®</sup> payment that has been made from your account
  - (c) you think that you have been fraudulently induced to make a BPAY<sup>®</sup> payment.

*Please keep a record of the BPAY<sup>®</sup> receipt numbers on the relevant bills.*

- 20.2. A BPAY<sup>®</sup> payment instruction is irrevocable.
- 20.3. Except for future-dated payments you cannot stop a BPAY<sup>®</sup> payment once you have instructed us to make it and we cannot reverse it.
- 20.4. We will treat your BPAY<sup>®</sup> payment instruction as valid if, when you give it to us, you use the correct access method.
- 20.5. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay).

*Please note that you must provide us with written consent addressed to the biller who received that BPAY<sup>®</sup> payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY<sup>®</sup> payment.*

- 20.6. A BPAY<sup>®</sup> payment is treated as received by the biller to whom it is directed:

- (a) on the date you direct us to make it, if we receive your direction by 2pm AEST on a banking business day (that is, a day when banks in Sydney or Melbourne can effect settlements through the Reserve Bank of Australia), and
- (b) otherwise, on the next banking business day after you direct us to make it.

*Please note that the BPAY<sup>®</sup> payment may take longer to be credited to a biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY<sup>®</sup> does not process a BPAY<sup>®</sup> payment as soon as they receive its details.*

- 20.7. Notwithstanding this, a delay may occur processing a BPAY<sup>®</sup> payment if:

- (a) there is a public or bank holiday on the day after you instruct us to make the BPAY<sup>®</sup> payment
- (b) you tell us to make a BPAY<sup>®</sup> payment on a day which is not a banking business day or after the 2pm AEST on a banking business day, or
- (c) a biller, or another financial institution participating in BPAY<sup>®</sup>, does not comply with its BPAY<sup>®</sup> obligations.

- 20.8. If we are advised that your payment cannot be processed by a biller, we will:

- (a) advise you of this
- (b) credit your account with the amount of the BPAY<sup>®</sup> payment, and
- (c) take all reasonable steps to assist you in making the BPAY<sup>®</sup> payment as quickly as possible.

- 20.9. You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY<sup>®</sup> payment and later discover that:

- (a) the amount you paid was greater than the amount you needed to pay you must contact the biller to obtain a refund of the excess
- (b) the amount you paid was less than the amount you needed to pay you can make another BPAY<sup>®</sup> payment for the difference between the amount you actually paid and the amount you needed to pay.

- 20.10. If you are responsible for a mistaken BPAY<sup>®</sup> payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

## **Section 21. FUTURE-DATED BPAY® PAYMENTS**

- 21.1. You may arrange BPAY® payments in advance of the time for payment. If you use this option you should be aware of the following:
- (a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY® payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.
  - (b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY® payment will not be made and you may be charged a dishonour fee.
  - (c) You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.
  - (d) You should contact us if there are any problems with your future-dated payment.
  - (e) You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY® payment on or after that date.

## **Section 22. CONSEQUENTIAL DAMAGE FOR BPAY® PAYMENTS**

- 22.1. This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

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

## **Section 23. REGULAR PAYMENT ARRANGEMENTS**

- 23.1. You should maintain a record of any regular payment arrangement that you have entered into with a merchant.
- 23.2. To change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.
- 23.3. Should your card details be changed (e.g., if your Visa card was lost, stolen or expired and has been replaced) then you must request the merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the merchant may stop providing the goods and/or services.
- 23.4. Should a Visa card or your accounts with us be closed for any reason, you should immediately contact the merchant to change or cancel your regular payment arrangement, as the merchant may stop providing the goods and/or services.

## ABOUT THE CUSTOMER OWNED BANKING CODE OF PRACTICE

Customer owned banking delivers customer-focused, competitive services. Customer-owned financial institutions are committed to putting their customers first.

The Customer Owned Banking Code of Practice, the code of practice for customer owned financial institutions, is an important public expression of the value we place on improving the financial wellbeing of our individual customers and their communities.

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Our 10 Key Promises to you are

1. We will be fair and ethical in our dealings with you
  2. We will focus on our customers
  3. We will give you clear information about our products and services
  4. We will be responsible lenders
  5. We will deliver high customer service and standards
  6. We will deal fairly with any complaints
  7. We will recognise customers' rights as owners
  8. We will comply with our legal and industry obligations
  9. We will recognise our impact on the wider community
  10. We will support and promote this Code of Practice.
- 

You can download a copy of the Customer Owned Banking Code of Practice at [www.customerownedbanking.asn.au](http://www.customerownedbanking.asn.au)

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice you can contact the:

### Customer Owned Banking Code Compliance Committee

PO Box 14240  
Melbourne VIC 8001  
Phone: 1800 367 287  
Fax: 03 9613 7481  
[info@codecompliance.org.au](mailto:info@codecompliance.org.au)  
[www.cobccc.org.au](http://www.cobccc.org.au)

The Code Compliance Committee (CCC) is an independent committee, established in accordance with the Customer Owned Banking Code of Practice to ensure that subscribers to the Code are meeting the standards of good practice that they promised to achieve when they signed up to the Code. The CCC investigates complaints that the Code has been breached and monitors compliance with the Code through mystery shopping, surveys, compliance visits and complaint handling.

Please be aware that the CCC is not a dispute resolution body. To make a claim for financial compensation, we recommend you contact us first. You can contact our external dispute resolution provider, the Credit and Investments Ombudsman (CIO) directly, however, they will refer the complaint back to us to see if we can resolve it directly with you before involving them.

You can contact the CIO:  
by calling 1800 138 422  
by visiting [www.cio.org.au](http://www.cio.org.au)

# Tables

## Table 1. Overview of QBANK Savings Accounts

	On Call Savings (\$1)	Everyday Plus (\$6)	Christmas Club (\$8)	Cash Management (\$9)	Deeming (\$12 & \$13)	Mortgage Offset Account (\$14)	NetLink Direct (\$20)	
Account Details								
Minimum Balance	Nil	Nil	Nil	\$5,000	Nil	Nil	Nil	
Fixed Term	No	No	No	No	No	No	No	
Interest Paid	Annually 30 June	Annually 30 June	Annually 31 October	Monthly	Monthly	N/A	Monthly	
Account Access and Payment Methods								
Withdrawals/Payments	Visa Debit card#	Yes	Yes	No	No	No	Yes	No
	CueCard#	Yes	No	No	No	No	Yes	No
	BPAY® using Internet and Phone Banking	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Counter – QBANK	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Counter – Bank@Post	Yes, with Visa/CueCard	Yes, with Visa	No	No	No	Yes, with Visa/CueCard	No
	Direct Debits	Yes	Yes	No	Yes	Yes	Yes	No
	Member Cheques	Yes	Yes	No	No	No	Yes	No
	EFTPOS	Yes	Yes	No	No	No	Yes	No
	Visa PayWave	Yes	Yes	No	No	No	Yes	No
	Pay Anyone	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	International ATM	Yes	Yes	No	No	No	Yes	No
	Sweep Facility	Yes	Yes	No	Yes	Yes	Yes	Yes
Deposits	Direct Credits	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Westpac Deposit Book	Yes	Yes	Yes	Yes	Yes	Yes	No
	Counter – QBANK	Yes	Yes	Yes	Yes	Yes	Yes	Cheques Only
	Counter – Bank@Post	Yes, with Visa/CueCard	Yes, with Visa	No	No	No	Yes, with Visa/CueCard	No
Transfer/Other	Internet** and Phone Banking	Yes	Yes	Yes	Yes	Yes	Yes	Yes
	Periodical Payments	Yes	Yes	Yes	Yes	Yes	Yes	Internet
	NPP, PayID & Osko	Yes	Yes	Yes	Yes	Yes	Yes	Yes

## Table 1. Overview of QBANK Savings Accounts (cont.)

	Bonus Saver (\$70)	Junior Saver (\$7)	Teen On Call (\$17)	Teen NetLink Direct (\$18)	\$16 Offset Account no longer available)	Term Deposits
Account Details						
Minimum Balance	Nil	Nil	Nil	Nil	Nil	\$2,000
Fixed Term	No	No	No	No	No	Yes
Interest Paid	Monthly	Monthly	Annually 30 June	Monthly	N/A	Refer to Deposit Rates Schedule
Account Access and Payment Methods						
Withdrawals/Payments	Visa Debit card#	No	No	No	No	No
	CueCard#	No	No	Yes	No	No
	BPAY® using Internet and Phone Banking	Yes	Yes	Yes	Yes	Yes
	Counter – QBANK	Yes	Yes	Yes	No	No
	Counter – Bank@Post	No	No	Yes, with CueCard	No	No
	Direct Debits	No	No	Yes	No	No
	Member Cheques	No	No	No	No	No
	EFTPOS	No	No	Yes	No	No
	Visa PayWave	No	No	No	No	No
	Pay Anyone	Yes	Yes	Yes	Yes	Yes
	International ATM	No	No	Yes	No	No
Sweep Facility	No	No	No	No	Yes	
Deposits	Direct Credits	Yes	Yes	Yes	No	No
	Westpac Deposit Book	Yes	Yes	Yes	No	No
	Counter – QBANK	Yes	Yes	Yes	Cheques Only	No
	Counter – Bank@Post	No	No	Yes, with CueCard	No	No
Transfer/ Other	Internet** and Phone Banking	Yes	Yes	Yes	Yes	Yes
	Periodical Payments	Yes	Yes	Yes	Internet	Internet
	NPP, PayID & Osko**	Yes	Yes	Yes	Yes	Yes

For information on interest rates and how interest is calculated on any of these accounts, please refer to QBANK's current Deposit Rates Schedule or contact us.

For information on fees and charges associated with these accounts, including transaction fees, please refer to QBANK's current Schedule of Fees and Charges brochure or contact us.

\*\* Transactions using Internet Banking, NPP and Osko are limited to \$2,000 AUD per account per day. Contact us if you require a temporary limit increase.

# Debit card withdrawals using the 'Savings' facility are limited to \$1,000 AUD per card per day.

# Part B – Additional Terms and Conditions

## 1. INTRODUCTION

These terms and conditions are available in print or on our website at [www.qbank.com.au](http://www.qbank.com.au).

As soon as you use a QBANK product or facility, you automatically agree to the following product and access facility terms and conditions. If you don't agree with the following terms and conditions, please do not use the product or facility.

### 1.1. Meaning of words used

The meanings to the words below are expressed in the context of this document.

“we”, “us”, “our”, “ours”, “QBANK” means QPCU Limited t/a QBANK.

“the Member” means the account holder and, if more than one, means each of the Members jointly and severally.

“you”, “your”, “yours” means the Member.

“access” QBANK Internet Banking is ‘accessed’ or made available to you when you use your member number and your password on the QBANK website to transact on your accounts.

“access method” means a method we authorise you to use to instruct us through electronic equipment to debit or credit an account.

“account” meaning the various account types – savings or investment as indicated by S or I.

“Authority to Operate” (ATO) is when you authorise QBANK to allow a nominated person/s to operate your savings account/s on your behalf.

“biller” is an organisation who tells you that you can make payments to them through the BPAY Scheme. See BPAY, clause 1 under the Additional Terms and Conditions – Standard Non-Cash Payment Products section of this booklet.

“ancillary equipment” means any equipment required by us that you will need to use the QBANK Internet Banking service.

“banking communication network” means the communication network(s) through which we make electronic banking services available to you from time to time.

“BPAY” means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY via an electronic banking service.

“BPAY Pty Ltd” – ABN 69 079 137 518.

“BPAY payment” means a payment transacted using BPAY. See Additional Terms and Conditions – Standard Non-Cash Payment Products – BPAY.

“business day” means a day other than a Saturday or a Sunday or a public holiday in Brisbane.

“closed” in relation to a PayID, means a PayID which is removed from the PayID service, and unable to be used for NPP Payments.

“CueCard” means a plastic debit card issued by QBANK to enable electronic access to your linked accounts via electronic banking terminals.

“cut-off time” means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY. The cut off time is currently 2:00 p.m. AEST. However, the payment may take longer to be credited to a Biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a payment as soon as they receive its details.

“due date for payment” means a date when a Periodical Payment is due to be made by QBANK as instructed by the Periodical Payment Authority.

“ePayment transaction” means a transfer of funds initiated by an instruction you give through electronic equipment using an access method to debit or credit an account.

“electronic banking service” means any service we offer from time to time through a communication network to enable you to receive information from us and transmit instructions to us electronically concerning your accounts with us and other matters as we may specify from time to time.

“electronic equipment” includes a terminal, computer, telephone and any equipment as specified by us that you will require to use an electronic banking service.

“eligible account” means an account that does not have a restriction on withdrawals.

“exchange control” means the central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non-cash payment system.

“external account” means the account held at another financial institution to which you authorise us to arrange for funds to be credited.

“financial institution” means an institution that acts as an agent to provide financial services for its members, customers or clients.

“internet banking site” means QBANK’s Internet Banking site accessed via QBANK’s website address or at any other address advised to you by us from time to time.

“linked account” means an account you have which you may obtain access by use of the Visa Card or CueCard. As it relates to the NPP, “linked account” means the account to which you have linked a PayID for the purposes of receiving payments via the NPP.

“locked” in relation to a PayID, means a PayID which we have temporarily disabled in the PayID service.

“member number” is your number that will be required each time you want to access QBANK Internet Banking, QBANK Phone Banking or when you wish to provide your QBANK member information to third parties so that QBANK can receive Direct Credits or forward Direct Debits on your behalf.

“misdirected payment” means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

“mistaken payment” means an NPP Payment, made by a payer who is a “user” for the purposes of the ePayments Code, which is erroneously credited to the wrong account because of the payer’s error.

“non-ePayment transaction” is any transaction which is processed without you using your PIN.

“NPP” means the New Payments Platform operated by NPP Australia Limited.

“NPP Payments” means payments cleared and settled via the NPP.

“Organisation ID” means an identifier for a customer that is a business customer or organisation.

“payee” means the person or entity to whom credit is made.

“PayID” means the identifier you choose to use to receive NPP Payments.

“PayID Name” means the name we give you or the name selected by you (with our approval) to identify you to payers when your PayID is used to make an NPP Payment.

“PayID service” means the central payment addressing service which is available for addressing NPP Payments.

“PayID Type” means the type of identifier you select for receiving NPP Payments.

“Periodical Payment” is a payment made by QBANK pursuant to a Periodical Payment Authority. “Periodical Payment Authority” is the form requesting and authorising QBANK to make payment of a specified identical amount from your nominated account to the same payee nominated by you at regular intervals.

“personal information” is information or an opinion about an identified individual, or an individual who is reasonably identifiable.

“PIN” means the secret personal identification number relating to a Visa Card or CueCard.

“Privacy Law” refers to the Privacy Act 1988 (Privacy Act).

“public holiday” means all government gazetted public holidays in the state of Queensland and where applicable, those government gazette public holidays in New South Wales where interbank settlement is required

“QBANK Internet Banking” means a service we offer from time to time through the Internet to enable you to receive information from us and to transmit instructions to us electronically to make payments and transfer funds or other matters we specify.

“QBANK Internet Banking Password” means the password used in conjunction with the member number to access QBANK Internet Banking.

“QBANK Phone Banking” means a service we offer from time to time through the telephone network to enable you to receive information from us and to transmit instructions to us electronically to make payments and transfer funds in relation to an account or other matters we specify.

“QBANK Phone Banking Pass Code” means the personal identification security code used in conjunction with the member number to access QBANK Phone Banking.

“transaction limit” means the amount that you can pay or transfer.

“website” means our website at [www.qbank.com.au](http://www.qbank.com.au). To access our online banking on our website using your computer, simply go to [www.qbank.com.au](http://www.qbank.com.au) and click the “Internet Banking” link.

## 1.2. Acceptance of Terms and Conditions

Your use of the particular product or facility signifies your understanding and acceptance of all Terms and Conditions or Conditions of Use.

## 1.3. Closing a Membership

We will close a membership when we receive notice and appropriate documentation of a members’ death.

If it is a joint QBANK Savings Account, we close it when we receive notice and appropriate documentation of the death of the member. Contact us for documentation required.

## 1.4. Fees, Charges, Limits and Interest Rates

If you close an account, we will pay interest up to the day we close the account.

Daily deposit interest rates are calculated using 365 days in a year. Daily interest is accrued based on the actual number of days in a year.

## 1.5. Change of address

If there is more than one account holder:

- we allocate one QBANK Phone Banking Pass Code and one QBANK Internet Banking Password per member number;
- where either a Visa credit card, Visa debit card or CueCard has been issued on a joint account, all parties to the account will be liable for any withdrawals or purchases made with that card on the account.

## 1.6. Provide proof of identity

Until QBANK has verified your identity we are not permitted to open an account for you. We are also

required to obtain for each Member a residential address other than a mailing address.

The law does not allow you to open an account using a false name. However, if you are commonly known by more than one name you can open an account in any one of those names, but you must give us all the other names that you use together with supporting identification documents.

The same rules apply to becoming an Authority to Operate to an existing account.

If you change your name, for example, upon marriage, you will need to complete the appropriate form. We will give you guidance on how to go about this. We will also require you to provide sufficient identification documentation to verify your identity. We may require you to lodge a signed request in writing prior to accepting any instruction on your behalf.

## 1.7. Copies of documents, statements and other information

At your request we will provide copies of any account statement or notice previously issued by us (other than such documents that we are no longer legally required to retain). Such copies will be provided to you within 14 days, if they relate to a document less than one year old, or within 30 days if they relate to a document issued between one and seven years prior to the date of the request.

Fees and charges applicable to such requests are available on our website in the Schedule of Fees and Charges brochure, or by contacting us.

## 1.8. Account Combination ('Right of set off')

QBANK may set off the credit balance of any of your accounts and the value of your membership share against any debt owing by you to QBANK from time to time. We may also draw funds from any of your accounts to meet the cost of transaction fees you incur on an account.

QBANK reserves the right to transfer funds from one of your accounts to another, where:

- QBANK knows that the funds are not held in the same capacity (i.e. where you have funds in a personal savings account and funds in an account where you act on behalf of your child);

- your debt to QBANK arises from some business with QBANK other than banking.

QBANK is under no obligation to tell you of its intentions prior to transferring funds between your accounts.

You should not presume that QBANK will transfer funds to an overdrawn account from an account which is in credit to, for example, cover any cheques that have been drawn on an account already overdrawn or exceeding any credit limit.

## 1.9. Stop payment of electronic payments

1.9.1. If you want to stop or alter any funds transfer, contact us as soon as possible and give full details so we can locate the transfer and where possible we will take action. We may charge a fee for this. Details of all fees and charges are set out in our Schedule of Fees and Charges. A copy is available by contacting us or by visiting our website [www.qbank.com.au](http://www.qbank.com.au).

1.9.2. Except where the law makes us liable, we are not liable to you if you ask us to stop a transfer, which we have already debited to any of your accounts.

## 2. DEPOSIT ACCOUNTS

### 2.1. Junior Saver Account, Teen On Call Account and Teen NetLink Direct Account

2.1.1. A member of QBANK that is under 18 years of age is classified as a junior member. If they are aged 0-12 years the parent(s)/ guardian(s) can open a Junior Saver Account under their membership. Occasionally QBANK may send your child material such as a Junior Saver newsletter.

2.1.2. A junior member aged 13-17 years is eligible to have a Teen On Call Account as their primary transaction account and one Teen NetLink Direct Savings Account. Once a member turns 18 they will no longer be eligible for a Teen On Call Account and this account will automatically convert to an Everyday Plus Account. They will also be no longer eligible for a Teen NetLink Direct Savings Account and this account will automatically convert to a NetLink Direct Savings Account.

2.1.3. When opening a Teen On Call Account a \$10 junior Member share must be purchased. Once the junior member turns 18 years of age they will be automatically transferred to an Everyday Plus

Account. In doing this, the junior member share will automatically become a full shareholding member with no additional member share required.

### 2.2. Mortgage Offset Account (S16 Offset Account is no longer available)

(For information on the current Mortgage Offset Account please refer to *Table 1. Overview of QBANK Savings Accounts*, or contact us)

2.2.1. QBANK Phone Banking Pass Code and QBANK Internet Banking Password

You must use the member number we give you and the QBANK Phone Banking Pass Code or the QBANK Internet Banking Password you choose to operate your Mortgage Offset Account.

2.2.2. Funds in account

You must not overdraw your Mortgage Offset Account.

2.2.3. Transfer limits and clearance

Deposits can be made by depositing a cheque, or by transferring funds from an eligible account to this Mortgage Offset Account by:

- QBANK Phone Banking; or
- QBANK Internet Banking.

2.2.4. Withdrawals can only be made by:

- transferring to another QBANK account using QBANK Phone Banking or QBANK Internet Banking;
- transferring to an account at another financial institution using QBANK Internet Banking; or
- BPAY access.

2.2.5. Transactions cannot be undertaken by members on this Mortgage Offset Account using any means other than those referred to in these terms and conditions.

2.2.6. We may credit any transfer to your Mortgage Offset Account on the day we process the transfer.

2.2.7. You authorise us to debit your Mortgage Offset Account with the amount of any transfer we credit to your Mortgage Offset Account which is later reversed.

2.2.8. We may debit any transfer from your Mortgage Offset Account on the day you ask us to make the transfer. We may elect not to process the transfer from your Mortgage Offset Account to another specified account until the next batch processing day.

2.2.9. We apply a limit on the sum of all external transfers or payments from QBANK Accounts by QBANK Internet Banking on any one day. Please refer to Table One of this booklet for limits, or contact QBANK for further information.

#### 2.2.10. Availability

We will make reasonable efforts to ensure (but cannot guarantee) that:

- QBANK Phone Banking and QBANK Internet Banking are available during the hours we specify from time to time; and
- any information we make available to you through QBANK Phone Banking and QBANK Internet Banking is correct.

#### 2.2.11. Interest

Your Mortgage Offset Account earns no interest.

#### 2.2.12. Fees

No fees or charges apply to the Mortgage Offset Account itself. However, transfers to or from the Mortgage Offset Account may result in fees or charges being imposed on the linked account. If the Mortgage Offset Account becomes overdrawn, fees are applicable. Details of all fees and charges are set out in our Schedule of Fees and Charges which is available by contacting us or by visiting [www.qbank.com.au](http://www.qbank.com.au).

#### 2.2.13. Other account information

You may obtain information as to your Mortgage Offset Account balance, and transaction history via QBANK Phone Banking and QBANK Internet Banking or by phoning us.

## 2.3. NetLink Direct Savings Account, Teen NetLink Direct Savings Account and Bonus Saver Account

#### 2.3.1. To Operate

To operate your NetLink Direct Savings Account, Teen NetLink Direct Savings Account, Bonus Saver Account, or any other QBANK Savings Account using QBANK Internet Banking or QBANK Phone Banking, you must use:

- the membership number we give you; and
- the QBANK Phone Banking Pass Code or the QBANK Internet Banking Password you choose.

We credit any transfer to your QBANK Savings Account on the day we process the transfer.

You authorise us to debit your QBANK Savings Account with the amount of any transfer we credit to your account which is later reversed.

We debit any transfer from your QBANK Savings Account on the day you ask us to make the transfer. You will not earn interest on the amount you wish to transfer from the date you ask us to make the transfer. We may not process the transfer to your other specified account until the next batch processing day.

We apply a limit on the sum of all external transfers or payments from your QBANK Savings Account, including a NetLink Direct Savings Account, Teen NetLink Direct Savings Account or Bonus Saver Account, by QBANK Internet Banking on any one day. Please refer to Table 1 of this booklet for limits, or contact QBANK for further information.

#### 2.3.2. Deposits

Deposits can be made by depositing a cheque at a QBANK branch, or by transferring funds from an eligible account to the NetLink Direct Savings Account, Teen NetLink Direct Savings Account or Bonus Saver Account by:

- QBANK Phone Banking; or
- QBANK Internet Banking

In addition, with the Bonus Saver Account, deposits can also be made at QBANK branches or by setting up a direct credit facility.

#### 2.3.3. Withdrawals

Withdrawals can only be made by transferring to:

- another QBANK account using QBANK Phone Banking or QBANK Internet Banking; or
- an account at another financial institution using QBANK Internet Banking.

In addition, with a Bonus Saver Account withdrawals can also be made at a branch.

#### 2.3.4. Transactions

Transactions cannot be undertaken on the NetLink Direct Savings Account or Teen NetLink Direct Savings Account using any means other than those referred

to in this General Information, Terms and Conditions booklet. QBANK staff will not perform any transaction on the account.

### 2.3.5. Disclaimer

We will make reasonable efforts to ensure (but cannot guarantee) that:

- QBANK Phone Banking and QBANK Internet Banking are available during the hours specified by us from time to time; and
- information we make available to you through QBANK Phone Banking and QBANK Internet Banking is correct.

## 2.4. Term Deposit Accounts

### 2.4.1. Account opening

We reserve the right to not provide a Term Deposit Account.

You may alter the instructions on a Term Deposit Account by phoning us or by providing your instructions in writing. You can make changes to interest crediting instructions through QBANK Internet Banking at [www.qbank.com.au](http://www.qbank.com.au).

### 2.4.2. Term Deposit and interest payments

Cheques deposited to your account(s) will be credited conditionally. Amounts credited will be debited back to your account if the cheque is not met. Credits may not be available until we have been advised that the cheque has been cleared.

If a cheque deposited is refused payment by the paying bank, we may charge a fee (see our Schedule of Fees and Charges).

All cheques for deposit can only be accepted if in the name of the account holder.

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

If a cheque deposited to your account is dishonoured, any interest accrued on the deposit from the day the cheque was credited to your account will be reversed by us.

Fortnightly, monthly and annual interest payments will not be compounded.

### 2.4.3. Withdrawal restrictions and notification period

Your term deposit is subject to a 31 day notice period. QBANK may delay the redemption of your term deposit by up to 31 days from the day that QBANK agrees to your request, or the maturity date, whichever is sooner.

You may give us written notice of your intention to withdraw all or part of the balance of a Term Deposit Account before the end of its term. This is provided the remaining balance is equal to, or above, the minimum balance for that type of Term Deposit Account. Partial redemption is at the discretion of QBANK.

Early redemption penalties are available in our Schedule of Fees and Charges.

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

### 2.4.4. Interest rate

The interest rate on a Term Deposit Account will not change during the term of the deposit, unless agreed between you and us. If we quote you an interest rate for a Term Deposit Account, the rate may differ if the deposit is not made on the same day. Refer to QBANK's Deposit Rates Schedule for current savings and investment interest rates available from our website [www.qbank.com.au](http://www.qbank.com.au) or by phoning us.

### 2.4.5. Interest calculation

Interest is calculated on daily balances.

### 2.4.6. Confirmation letters

QBANK will issue a confirmation letter to all Term Deposit Account holders on the establishment and renewal of Term Deposit Accounts.

### 2.4.7. Maturity of Term Deposit Account

Information to the effect that an investment is maturing and detailing re-investment options will be forwarded to you at least seven days prior to the maturity date.

On receipt of your response to the maturity advice, the principal and interest will be disbursed in accordance with your instructions on the maturity date.

If no instructions are given, the funds will be reinvested for the same (or nearest comparable) term at the interest rate applicable at that time, pending further contact with you.

#### 2.4.8. Account closure

We may close your Term Deposit Account should the balance of that deposit fall below minimum balance requirements.

We may close any of your Term Deposit Accounts even though the account may have a credit balance if at the same time we close your membership. We will give you reasonable notice before doing so and will repay any credit balance and accrued interest.

### 3. STANDARD NON-CASH PAYMENT PRODUCTS

By joining QBANK you have access to the following Non-Cash Payment Products:

- BPAY
- BPAY View
- Direct Credits
- Direct Debits
- Member Cheques
- Periodical Payments
- QBANK Corporate Cheques

#### 3.1. BPAY

BPAY Scheme

We are a Member of the BPAY Scheme. The BPAY Scheme is:

- a) an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (billers) who tell you that you can make payments to them through the BPAY Scheme (BPAY payments); and
- b) a scheme through which you can receive or access bills or statements electronically (BPAY View) from participating billers nominated by you by:
  - opening an email sent to you whenever a bill or statement is received by us with advice to go to QBANK's Internet Banking site through [www.qbank.com.au](http://www.qbank.com.au).; or
  - accessing our website,

and may choose to pay them electronically using QBANK Internet Banking or QBANK Phone Banking or any other payment method accepted by the Biller.

We will tell you if we are no longer a Member of the BPAY Scheme. For the purposes of the BPAY Scheme, we may also be a Biller and you may nominate us as a Biller for the purposes of your use of BPAY View.

How to use the BPAY Scheme

Refer to Table 1 in this booklet for a list of accounts from which BPAY payments can be made.

Payment queries

You must tell us promptly if you have any queries regarding a payment on your account.

#### 3.2. BPAY View

3.2.1. You need to register in order to use BPAY View. Call QBANK or visit [www.qbank.com.au](http://www.qbank.com.au) to find out how to register for BPAY View using QBANK Internet Banking.

3.2.2. If you register with BPAY View, you:

- a) agree to our disclosing to Billers nominated by you:
  - such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
  - that an event in clause 3.2.3 (b), (c), (d), (e) or (f) has occurred;
- b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement;
- c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under (a) above.

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

- a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- b) if you or a Biller deregister from BPAY View;
- c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;

- d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- e) if we are aware that you are unable to access your email or our website or a link to a bill or statement for any reason;
- f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

#### 3.2.4. You agree that when using BPAY View:

- a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - at the email address nominated by you;
- b) if you receive notification on our website without an email then that bill or statement is received by you:
  - when a notification is posted on our website, whether or not you choose to access our website; and
  - at our website;
- c) bills and statements delivered to you remain accessible through our website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- d) you will contact the Biller direct if you have any queries in relation to bills or statements.

#### 3.2.5. You must:

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

3.2.6. If as a result of an act or omission by you or any user or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View, a bill or statement is:

- a) not delivered to you on time or at all (other than because you failed to view an available bill);
- b) delivered to the wrong person;
- c) delivered with incorrect details; or
- d) delivered to you after you have unsuccessfully attempted to deregister from using BPAY View as soon as you become aware of the error you must contact the applicable Biller to advise it of the error and if applicable obtain a correct paper bill or statement. You are also responsible for any charges or interest which are payable to the Biller due to any late payment as a consequence of such error.

3.2.7. Except as expressly provided for in these terms and conditions, we accept no responsibility to arrange for or ensure that any Biller with whom you register to receive bills and statements using BPAY View actually makes those bills or statements available to you. If you fail to receive bills and statements from a Biller, or the bill or statement is not available to be viewed using BPAY View you must contact the applicable Biller to obtain a paper bill or statement.

3.2.8. We reserve the right at any time and for any reason to:

- a) suspend or cancel use of BPAY View entirely or in relation to a particular Biller;
- b) suspend or cancel your registration to use BPAY View without notice to you although where possible we will use reasonable endeavours to notify you of such suspension or cancellation.

#### 3.2.9. Changes to Terms

- a) We can change these terms at any time.
- b) We will tell you about any changes using the methods outlined in The 'Notifying Changes' section in this booklet.

#### 3.2.10. Suspension

- a) We may suspend your right to participate in the BPAY Scheme at any time.
- b) The circumstances in which we may suspend your right to participate are:
  - if you did not authorise a BPAY payment that has been made from your QBANK account; or
  - if a payer or someone acting on their behalf is suspected of being fraudulent.

### 3.2.11. Account records

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

### 3.2.12. Consequential damage

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

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

### 3.2.13. Privacy

Additionally if you register to use the BPAY Scheme, you:

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

  - such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for use of the BPAY Scheme;
  - such of your transactional information as is necessary to process your BPAY payments and your use of BPAY View. Your BPAY payments information will be disclosed by BPAY Pty Ltd, through its agent, to the biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller; and

- that an event in clause 3.2.3 (b), (c), (d), (e) or (f) has occurred.

You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in clause 13.3.2, as necessary.

By contacting the relevant body, you can request access to your information held by us, BPAY Pty Ltd or its agent which is Cardlink Services Limited (ABN:60 003 311 644), Level 4, 3 Rider Boulevard Rhodes NSW 2138, Phone: 1300 132 054 .

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

### 3.2.14. Definitions

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

**Cardlink Services Limited** – ABN:60 003 311 644, Level 4, 3 Rider Boulevard Rhodes NSW 2138, Phone: 1300 132 054.

**You** – the account holder instructing us to make BPAY Payments from time to time. Any other grammatical form of the word “you” has a corresponding meaning.

**We** – QPCU Limited trading as QBank – AFSL No. 241413. Any other grammatical form of the word “we” has a corresponding meaning.

## 3.3. Direct Credits

3.3.1. You may instruct us as to which account/s you wish a Direct Credit to be credited. However, a Direct Credit cannot be directed to a NetLink Direct Savings Account or S16 Offset Account. If you do not instruct us to credit any particular account/s, QBANK shall credit the first available On Call Savings Account nominated by us.

3.3.2. As QBANK is not advised when a Direct Credit arrangement has been established or discontinued by a Member with a third party (e.g. a paymaster) (the “third party payer”), QBANK will credit the amount contained in an electronic file received from another financial institution which requests QBANK to credit funds to you in accordance with any instructions in that electronic file.

3.3.3. The member number provided is taken by QBANK as being correct. The account name will not be used in validation of the transfer of funds.

3.3.4. QBANK accepts no responsibility for the date the electronic file is received and in turn the date the Direct Credit is made to your account. Direct Credits are not processed by QBANK on weekends or public holidays.

3.3.5. A request to cancel a Direct Credit arrangement must be provided to the third party payer. QBANK is not able to cancel a Direct Credit arrangement pursuant to a request solely from a Member.

3.3.6. As a Direct Credit is established by a Member directly with a third party, the third party may also set its terms and conditions for the Direct Credit arrangement with you which will not be found in this booklet.

3.3.7. QBANK may reverse a Direct Credit received on your behalf if QBANK, for any reason whatsoever, does not receive value for the Direct Credit.

3.3.8. Confirmation of your use of this product and all transactions that you make shall be confirmed in our periodic statements on your savings account. Please check your statements to ensure that any transactions you make using this product are authorised by you and accurately recorded.

### 3.4. Direct Debits

3.4.1. You may instruct us as to which account/s you wish a Direct Debit to be debited. A Direct Debit cannot be established from a NetLink Direct Savings Account, Teen NetLink Direct Savings Account, Junior Saver Account, Bonus Saver Account, Christmas Club Account, S16 Offset Account or Loan Account.

3.4.2. Only the member number, not the account name, is used as validation in the transfer of funds.

3.4.3. QBANK accepts no responsibility for the date the electronic file is received and in turn the date the debit is made on your account. Direct Debits are not processed by QBANK on weekends or public holidays.

3.4.4. Excess transaction fees apply to Direct Debit transactions. A dishonour fee is payable if there are insufficient funds in the account when the Direct Debit electronic file is received. If a Direct Debit is paid and

this overdraws an account, an overdrawn/overlimit fee applies. Please refer to the *Schedule of Fees and Charges* for more information.

3.4.5. As a Direct Debit is established by a Member directly with a third party, the third party may also set its terms and conditions for the Direct Debit arrangement with you which will not be found in this booklet.

3.4.6. Confirmation of your use of this facility and all transactions that you make shall be documented in your statement. Please check your statements to ensure that any transactions you make using this facility are authorised by you and accurately recorded.

### 3.5. Member Cheques

The terms and conditions applying to member chequing are contained below, which form part of this statement. You should read the terms and conditions carefully as they are designed, in part, to help you and us protect your account from fraudulent transactions.

3.5.1. In signing the Application (or upon prior issue by you of a cheque or the making of a deposit under the Scheme) you acknowledge that (subject to acceptance by QBANK) you agree to these terms and conditions and that you have appointed both QBANK and Indue as your agent and that you have authorised each of them to:

- a) Conduct accounts ("the Bank Account") with Westpac Banking Corporation ("the Bank") to enable you to draw cheques for payment for goods and services out of the funds in your account with QBANK which is dedicated either exclusively or otherwise to the Cheque Scheme (the "QBANK Account") and make deposits to the Bank in accordance with these terms and conditions;
- b) Transfer funds to the Bank Account from the QBANK Account to meet the amount of cheques or payment orders ("a cheque") that you or your authorised signatories have signed and to meet the value of all costs, taxes or charges made or incurred by QBANK or the Bank; and
- c) Disclose to the Bank such information relating to the QBANK Account as is necessary to process all transactions carried out by you.

QBANK reserves the right to withdraw your chequing facility at any time if it is believed that the service is not being used in a satisfactory manner. A letter advising that the facility has been withdrawn will be forwarded to your last known address.

3.5.2. It is your responsibility to safeguard your cheque book from loss, theft or unauthorised use. You must:

- a) keep your cheque book under secure control and in a safe place at all times;
- b) never give your cheque book or an incomplete cheque to any person;
- c) read your periodic statement carefully and notify QBANK promptly if it contains any entry which you suspect may represent an unauthorised transaction, and
- d) contact us immediately if you become aware that your cheque book or a cheque has been lost, stolen or used without your authority. Failure to do so may result in you being wholly or partly liable for the loss incurred. Written confirmation must be received within fifteen (15) days of the verbal notice being received.

3.5.3. When you write a cheque you have a duty to fill it out carefully so that no-one else can alter it. You must:

- a) write the amount in both words and figures and never leave a gap between the words or figures;
- b) begin the amount in words as close to the left hand side of the cheque as possible and write the amount in figures as close as possible to the dollar (\$) sign;
- c) always write cheques in ink which cannot be rubbed out and never in pencil;
- d) never sign a cheque until it has been filled out completely;
- e) avoid leaving gaps between words or figures; and
- f) always draw a line after you have written in the person's name and the amount on the cheque. Doing this will prevent anything from being added to the cheque once you have finished filling it in.

3.5.4. You will be liable for all losses caused by your failure to observe the duties specified in clauses 2 and 3 above. However in no case will you be liable where it is shown, on the balance of probabilities that the loss was caused by:

- a) the fraudulent or negligent conduct of QBANK's employees or agents; or
- b) the same cheque being debited more than once to the same account.

3.5.5. It is your responsibility to ensure that all cheques drawn by you are properly authorised and completed. Any cheque presented for payment which is undated, unsigned or without a payee included may be dishonoured.

3.5.6. No cheques will be cashed by the Bank unless prior arrangements have been made between you, QBANK and the Bank. QBANK shall accept no liability of any kind as a result of the party who presents a cheque for a special answer treating any lapse of time as a dishonour of the cheque.

3.5.7. If the amount of any cheque presented for payment to the Bank exceeds the Available Balance (as defined in Clause 8 below) in the QBANK Account at the time the cheque is presented, QBANK may instruct the Bank to refuse to pay the cheque. In such event, QBANK will advise you in writing, by ordinary pre-paid post, as soon as practicable, but will incur no liability for failure to do so. Where the Bank refuses to pay a cheque in accordance with this condition, or in accordance with any other condition, QBANK may, at its absolute discretion, debit to QBANK Account any costs incurred through such refusal. Any such costs shall be a debt from you to QBANK.

3.5.8. The "Available Balance" includes any funds lodged in QBANK Account, any unused overdraft or other agreed credit facility made available for the Account. The Available Balance does not include deposits received but uncleared in accordance with policy, nor does it include interest accrued but not credited or deposits in transit.

3.5.9. If the QBANK Account is held in the name of two (2) or more persons, all funds in that account and the Bank Account will be held jointly. The expression "Member" includes all such persons jointly and severally. If one of the parties should die, any balance in these accounts shall accrue in accordance with the law of survivorship for the time being in the State in which QBANK is incorporated.

3.5.10. If you want to stop payment on any cheque, you must advise QBANK before the cheque is presented to the Bank for payment. QBANK is only required to instruct the Bank to stop payment on any cheque when a Request to Stop Personal Cheque Payments form has been correctly completed, signed and delivered to QBANK. QBANK may elect, at its discretion, to instruct the Bank to stop payment on a cheque upon your telephone instructions pending written confirmation. A fee applies to a stop payment request, refer to the.

3.5.11. Any request to lift a stop payment authority on a cheque must be made in writing. The stop payment will not be lifted until the written request has been received by QBANK.

If the cheque is presented on the account and the stop payment has not been lifted, the cheque will be returned and a stop payment fee will apply.

3.5.12. In the event that a correctly authorised and presented cheque exceeds the Available Balance of the QBANK Account, QBANK may exercise its Limited 'Right to Set Off', as described in Part A.

3.5.13. If QBANK for any reason and without reference to you, pays a correctly authorised and presented cheque that exceeds your Available Balance, then QBANK in its absolute discretion may overdraw your account. Please see the Overdrawing an Account section in Part A and the for more information.

In such circumstances, the debt shall be repayable by you immediately upon the demand of QBANK. If you fail to repay such debt, then you shall be required to pay all costs and expenses whatsoever incurred by QBANK in collection of that debt.

3.5.14. You acknowledge that the Bank may refuse to pay or dishonour any cheque that is drawn by you under the Cheque Scheme and presented for payment, regardless of the state of your account with the QBANK Account if:

- a) the Bank receives a direction from Indue to dishonour the cheque, whether or not such direction is authorised or justified;
  - b) at the time of presentment of the cheque, or at any time within which the cheque may be dishonoured under the then current practice of bankers:
- Indue fails or omits to pay to the Bank, an amount in cleared funds equal to the face value of the cheque;

- a petition is lodged or an order is made or a resolution is passed for the winding up of Indue or placing it under official management or any ground for its winding up has arisen or any meeting is convened for the purpose of considering any such resolution or any resolution for any arrangement or composition with creditors or a receiver of its undertaking or property or any part thereof is appointed or an Administrator is appointed or it stops payment generally or without the consent of the Bank ceases or threatens to cease to carry on business or the major part thereof; or

- c) the cheque drawing and deposit facility is terminated.

3.5.15. The Bank may disclose to QBANK and to Indue all information relating to their participation in the Scheme and the transactions effected on their behalf.

3.5.16. You will pay such charges as shall be determined by QBANK from time to time in relation to all transactions and to all cheques drawn on or deposits made to the Bank pursuant to the Cheque Scheme.

3.5.17. You agree that the rights and liabilities of the Bank in relation to its services pursuant to the Cheque Scheme shall be as if the Bank were a paying bank and collecting bank as defined by, or a banker as referred to in, the Cheques Act 1986.

3.5.18. Any cheque received by QBANK before it receives a written notice of cancellation or variation of authority may be paid by QBANK in the normal course of business.

3.5.19. The terms and conditions of use may be varied from time to time. Following notice to you, the issue of a cheque by you or the making of a deposit under the Cheque Scheme will indicate your acceptance of the variation. Please refer to The 'Notifying Changes' section in this booklet for notification of changes.

3.5.20. QBANK reserves the right to withdraw the cheque drawing and deposit facility at any time. No cheques may be issued by you after the facility has been withdrawn. QBANK will forward a letter advising the withdrawal of the chequing facility to your last known address.

3.5.21. Cheque books remain the property of QBANK and must be returned immediately if requested.

3.5.22. Any request to alter the signatories on a cheque facility must be received in writing and is subject to acceptance by QBANK.

3.5.23. Cheques deposited to any account are subject to a standard clearance period before funds are made available for withdrawal or transfer to another QBANK Savings Account, including a NetLink Direct Savings Account.

Although the proceeds from any Australian dollar cheques you deposit will be credited to your QBANK account on the same day and will, in fact, earn interest from that day, the funds cannot be drawn upon – in any way (i.e. as cash, by cheque, etc.) for at least three working days – until they have been “cleared”. Local and interstate cheques are usually cleared within three working days, however cheques deposited through Bank@Post may be subject to a five working day clearance. A drawee financial institution has the right to extend clearance times by one working day to give it the opportunity to verify the validity of the presented cheque.

Please note that cheques drawn on an overseas institution have longer clearance periods (they may take up to forty-five (45) working days to clear) and proceeds may not necessarily be credited to your account until cleared.

Working days do not include weekends or regional and state public holidays.

These clearance times are subject to change without notice. If a cheque is dishonoured, putting your account into debit or exceeding any credit limit you may have, you are responsible for bringing the account back into credit or under the credit limit. QBANK reserves the right to recover from you all funds and fees on a cheque upon which clearance times have lapsed, but which has been subsequently dishonoured.

3.5.24. Special clearance on a cheque

Should you need to draw on the funds from a cheque that has been deposited into your QBANK account prior to the end of the normal clearance period, it is possible to arrange for a special clearance to be applied to it. Should you wish to take advantage of this service, it must be requested at the time the cheque is deposited into your account at a QBANK branch.

A fee applies for special clearance on a cheque. Please refer to our Schedule of Fees and Charges for further details.

Please note, we cannot guarantee that this service will provide faster clearance than the usual process.

3.5.25. Dishonouring member cheques

QBANK may “dishonour” (or return unpaid) cheques in certain circumstances, such as where:

- there are insufficient cleared funds available in your account (including any available QBANK Overdraft funds) to cover the amount of the cheque;
- the cheque is more than 15 months old or “stale”;
- the cheque is post dated;
- there is some irregularity with the cheque;
- the cheque is unsigned;
- alterations have been made to the details on the cheque and these changes have not been initialled to indicate the drawer’s approval of them;
- a stop payment has been placed on the cheque.

A dishonour fee will apply to all dishonoured cheques to cover any processing costs incurred by QBANK. An overdrawn account fee may also be charged. Please refer to our Schedule of Fees and Charges for further details.

We may not contact you before returning a cheque.

If QBANK pays a cheque when there are insufficient funds to cover the cheque, you agree to incur and repay the debt up to the amount that the cheque and fees exceed the balance of your account.

## 3.6. Periodical Payments

3.6.1. Payment

Once a Periodical Payment Authority has been received, QBANK will endeavour to arrange for funds to be debited from your nominated account and credit the funds to the external account specified by you on the due date for payment, in accordance with your instructions specified on the Periodical Payment Authority.

3.6.2. Insufficient funds

If there are insufficient funds in your nominated account on the due date for payment, the Periodical Payment will not be made. However QBANK will try to make the Periodical Payment for five consecutive business days or until the Periodical Payment is made, whichever is earlier. QBANK accepts no responsibility

to make the payment if sufficient funds are not available on the days it attempts to make the periodic payment.

### 3.6.3. Fees

For information on the applicable fees and charges, please refer to the Schedule of Fees and Charges.

### 3.6.4. Date of payments

If the due date for payment falls on a weekend or public holiday, QBANK may make the payment on the previous business day.

### 3.6.5. Order of payments

If more than one Periodical Payment or other debit is due from the same account on the same day, QBANK may determine in which order the Periodical Payments or other debits will be made.

### 3.6.6. Priority of payments

QBANK may, in its sole and absolute discretion, determine the order of priority of any monies received pursuant to this or any other request, payment or transfer.

### 3.6.7. Cancelling or changing a Periodical Payment Authority

You must notify QBANK in writing in order to alter, suspend or cancel a Periodical Payment Authority. Alternatively, you can cancel or change your periodical payment using QBANK Internet Banking.

Confirmation of your use of this product and all transactions that you make shall be confirmed in our periodic statements on your savings account. Please check your statements to ensure that any transactions you make using this product are authorised by you and accurately recorded.

### 3.6.8. No responsibility to make Periodical Payments

Although QBANK will endeavour to effect the Periodical Payments, it accepts no responsibility to make the Periodical Payments and accordingly QBANK shall not incur any liability due to any refusal or omission to make all or any of the Periodical Payments as instructed by a Member or due to any late or early payment of such Periodical Payment.

### 3.6.9. Indemnity

QBANK will not be liable for, and you will indemnify QBANK against, all loss or damage suffered due to:

- A Periodical Payment Authority being given to QBANK by anyone not authorised to give such authority on behalf of you, provided QBANK has followed its procedures from time to time for identifying the person giving the authority; or
- Periodical Payments being made into an account which is not the external account specified by you in the Periodical Payment Authority, provided that the loss or damage is not caused by the negligence or fraudulent actions of QBANK.

### 3.6.10. Periodical Payment Authority

QBANK may in its sole and absolute discretion terminate a Periodical Payment Authority at any time by notice in writing to you, or without notice if:

- a) QBANK is advised that the account to which the Periodical Payment is directed by you is closed;
- b) QBANK is advised by the payee in writing that no further payment is required; or
- c) on five (5) consecutive occasions where there are insufficient funds: on the due date for payment

### 3.6.11. Continuation after death/bankruptcy

QBANK will not be liable for any Periodical Payments made in good faith notwithstanding a Member's death or bankruptcy or the revocation of the Periodical Payment Authority by any other means until notice of their death or bankruptcy or of such revocation is received by QBANK.

### 3.6.12. Privacy authority

QBANK is authorised to provide the payee's financial institution with such information about your account as is necessary to enable your Periodical Payments to be processed.

## 3.7. QBANK Corporate Cheques

### 3.7.1. Requesting a QBANK Corporate Cheque

You must make a written request to QBANK for funds to be drawn from your account as a QBANK Corporate Cheque. QBANK Corporate Cheques are cheques under which QBANK itself makes the payment, rather than from a Member's account (as is the case with a personal cheque). Please refer to our Schedule of Fees and Charges for any applicable fee/s. QBANK Corporate Cheques cannot be made out to 'cash'.

### 3.7.2. Withdrawal limits and insufficient funds

Withdrawal limits are subject to the balance of the account.

If there are two or more QBANK Corporate Cheques requested, but insufficient funds in your nominated account to draw both QBANK Corporate Cheques, the available funds may be used to draw a QBANK

Corporate Cheque(s) in a manner and for an amount(s) at QBANK's discretion. We may charge an overdrawn fee. Please refer to the Schedule of Fees and Charges for further information.

### 3.7.3. Dishonours

QBANK Corporate Cheques should not be regarded as being equivalent to cash. We may dishonour a QBANK Corporate Cheque if:

- the QBANK Corporate Cheque turns out to be a forgery or a counterfeit;
- the QBANK Corporate Cheque has been fraudulently or materially altered;
- a fraud or other crime has otherwise been committed in relation to the QBANK Corporate Cheque;
- QBANK has been notified that the QBANK Corporate Cheque has been lost or stolen;
- there is a court order restraining QBANK from paying on the QBANK Corporate Cheque;
- QBANK has not received from the member funds, payment or reimbursement to the value of the QBANK Corporate Cheque issued; or
- a QBANK Corporate Cheque is presented by a person who is not entitled to its proceeds.

### 3.7.4. Cancellation or alteration

3.7.5. If a QBANK Corporate Cheque is lost or stolen, QBANK will require supporting evidence to stop payment on the cheque. QBANK will not stop payment on a QBANK Corporate Cheque if you use the cheque to buy goods and services and are subsequently not satisfied with the goods and services purchased.

QBANK will require you to provide suitable indemnity to protect QBANK against claims for wrongfully stopping a QBANK Corporate Cheque. A fee applies to the issuing and stop payment of a QBANK Corporate Cheque. Please refer to our .

## 4. VISA DEBIT CARD AND CUECARD

Please refer to your Visa debit card or CueCard Conditions of Use as issued with your original Visa debit card or CueCard. Please contact QBANK to obtain an additional copy.

### 4.1. Important points to remember to safeguard your account

- sign your Visa Card or CueCard immediately when you receive it;
- memorise your PIN and never store it with or near your Visa Card or CueCard;
- never write your PIN on your Visa Card or CueCard;
- never lend your Visa Card or CueCard to anyone;
- never tell anyone your PIN;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or EFTPOS device ( i.e. an "Electronic Banking Terminal");
- never leave your Visa Card or CueCard unattended, e.g. in your car or at work;
- (i) immediately report the loss, theft or unauthorised use of your Visa Card or CueCard (using the number listed at the beginning of this booklet)
- keep a record of the card cancellation telephone number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date, destroy.

### 4.2. Using your Visa or CueCard outside Australia

When you use your Visa Card or CueCard outside Australia, you must ensure that you comply with any Exchange Control requirements.

You agree to reimburse QBANK for any costs, fees or charges arising out of your failure to ensure that you have complied with any Exchange Control requirements.

All transactions outside Australia on your Visa Card (or CueCard) will be debited to your account in Australian dollars. The conversion to Australian dollars will be as at the date the charges, purchases and cash advances are processed by Visa (or Mastercard). The conversion rate used is determined by Visa (or Mastercard). Please refer to QBANK's for any International Fees or Charges that may be applicable.

### 4.3. Additional cards

You may make application for an additional Visa Card or CueCard to be issued to someone else you nominate (your nominee).

You will be liable for all transactions carried out by your nominee on an additional Visa Card or CueCard.

Your nominee's use of the additional Visa Card or CueCard is governed by these Conditions of Use.

### 4.4. Visa payWave

Visa Debit Cards can be used to pay for transactions that are under \$100.00 by using Visa payWave at Visa payWave participating merchants.

Before authorising Visa payWave transactions by waving your Visa Debit Card over the merchant's enabled Visa payWave terminal, you must check that the correct amount is displayed on the Visa payWave terminal. If your Transaction exceeds \$100.00, you will be required to enter your PIN.

### 4.5. Cancellation and return of your Visa Card or CueCard

The Visa Card or CueCard always remains the property of QBANK. We may:

- a) demand the return of the Visa Card or CueCard issued to you and your nominee at any time:
  - for security reasons; or
  - if you breach these Conditions of Use or the terms and conditions of the accounts linked to your Visa Card or CueCard; or
- b) capture the Visa Card or CueCard at any Electronic Banking Terminal.

You may cancel your Visa Card or CueCard or your nominee's Visa Card or CueCard at any time by giving QBANK written notice.

Cancellation of a card may not be effective until the card is returned to us.

You must return your Visa Card or CueCard and any Visa Card or CueCard issued to your nominee QBANK when:

- we notify you that we have cancelled your Visa Card or CueCard;
- you close your linked accounts;
- you cease to be a Member of QBANK;
- you cancel your Visa Card or CueCard, any additional Visa Card or CueCard issued to your nominee, or both;
- you alter the authorities governing the use of your linked accounts unless we agree otherwise; or
- we request that it be returned for any other reason.

### 4.6. Conditions after cancellation or expiry of your Visa Card or CueCard

You must not use your Visa Card or CueCard, or allow your nominee to use his or her additional Visa Card or CueCard:

- before the "valid from" date or after the "until end" date shown on the face of the Visa Card or CueCard; or
- after the Visa Card or CueCard has been cancelled.

You will continue to be liable to reimburse us for any indebtedness incurred through such use, whether or not you have closed your linked accounts with us.

### 4.7. Changes to conditions of use

QBANK reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your Visa Card or CueCard.

Refer to The 'Notifying Changes' section in this booklet for information on notifying you of any change to these Terms and Conditions.

Notice will not be given of a variation that is required by an immediate need for QBANK to restore or maintain the security of our systems or your linked accounts.

You will be taken to have received a written notice from us under this paragraph in the due course of post, if it is mailed, to the last address for you known to us. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your Visa Card or CueCard after notification of any authorised changes, your use of your Visa Card or CueCard shall be subject to those changes.

Please refer to the ePayments Conditions of Use in this booklet regarding your liability for ePayment transactions.

24 hours a day, seven days a week. We make all reasonable efforts to provide the service during the advertised times but we are not liable to you if:

- the functions of the electronic banking service fail to perform from time to time;
- the communications network, ancillary equipment or any circumstance beyond our control fails; or
- there is a delay or error with any transaction or instruction because of the communications network, ancillary equipment or any circumstance beyond our control.

If the QBANK Internet Banking is not available at times it is your responsibility to use other methods to transact and obtain information with QBANK. Information about all our transaction services and information services is available from QBANK on request.

## **5. QBANK INTERNET BANKING**

### **5.1. Changes to these Terms and Conditions**

We can change these Terms and Conditions from time to time.

Refer to the 'Notifying Changes' section in this booklet for information on notifying you of any change to these Terms and Conditions.

Changes to the services and information provided on the Internet.

We can modify, upgrade or vary the type, nature and format of information, payment services, transactions, products offered or other services offered to you when using QBANK Internet Banking at any time without notice.

### **5.2 How you can access QBANK Internet Banking**

To access the online services at QBANK you need to use:

- a) your QBANK member number;
- b) your password;
- c) any other security measure QBANK may introduce.

A temporary password will be issued to you when you first apply to use QBANK Internet Banking but you must change this immediately so that you protect yourself and your money.

### **5.3 Availability of QBANK Internet Banking**

QBANK will make all reasonable efforts to ensure the QBANK Internet Banking is available for you

### **5.4 QBANK Internet Banking security**

It is extremely important that QBANK Internet Banking is secure. The safeguarding of your transactions and privacy is our prime concern. It is also important that you protect your own account details and transactions. Please read our security information carefully:

Our part in keeping QBANK Internet Banking secure:

- a) QBANK is vigilant in safeguarding your Internet privacy and security. We protect your information with encryption to ensure that other people cannot read information travelling between your computer and our website. We continually monitor trends in banking security and security breaches, and work with experts to ensure we have a high level of protection for your information;
- b) We provide you with the use of a password and enforce a second layer of authorisation by asking for your password when you login to QBANK Internet Banking;
- c) We may introduce further security measures in the future as required.

Your part in keeping your Internet Banking secure:

- a) Vigilant care should be taken by you to protect yourself and your Internet Banking password;
- b) Use of your Internet Banking password always authorises the transactions made on your membership and/or account/s. At any time when your password is used, QBANK will accept the instructions via the QBANK Internet Banking for

your transactions, disclosures, and authorisations on your membership and/or your account. The remainder of this section sets out your responsibilities and potential liability in relation to unauthorised transactions on your account.

It is recommended that you change your password on a regular basis.

Steps you must take to secure your password

It is very important that you keep your account number and password secure. You must take precautions to ensure that neither is misused and they are protected. You must:

- a) not use your birth-date or telephone number or easily associated numbers that others may guess;
- b) never write down your password in the same sequence as you would enter it when you are using QBANK Internet Banking or a keypad;
- c) refrain from highlighting the password numbers when they are written with others;
- d) not simply reverse the order of your password when it is written down;
- e) keep your password details separate to your member/account details and identification to prevent loss at the same time
- f) keep only one record of your password
- g) not tell anyone what your password is;
- h) take care that no-one can see you entering your details and password on the QBANK Internet Banking screens; and
- i) remember that QBANK will never ask you for your internet banking password.

Recommended precautions you should always take to protect yourself against Internet Fraud

- a) Change your password regularly.
- b) Avoid using shared computers such as those at Internet cafes for online banking.
- c) Always type our full address, [www.qbank.com.au](http://www.qbank.com.au) to access QBANK Internet Banking.
- d) Keep your computer updated, with up-to-date antivirus protection and adware software, and remember that viruses can be hidden in emails, downloads and software programs.
- e) Run regular system scans to detect and remove any computer threats.

- f) Never leave your computer unattended when you are logged on to QBANK Internet Banking.
- g) Remember that QBANK will never contact you via email, telephone or SMS and ask for your Internet Banking password or your PIN.
- h) Remember that QBANK will never ask you via email to download software or provide personal information using "links" to our website.
- i) Review your transactions with us regularly and notify us immediately there are any discrepancies.

Joint Members and passwords

Where you are sharing an account with another Member, each of you will have your own password to use with your own member number to access your joint accounts.

You will not share a password

What to do if your password is lost or stolen

- a) You must inform us as soon as you are aware that your password has been used without your authorisation, or if it has been stolen or lost or if you suspect someone else knows what it is.
- b) You must change your password immediately.
- c) If you unreasonably delay notifying us, your possible loss as a result of unauthorised use of your accounts may increase.

## 5.5 General QBANK Internet Banking information

Transaction Limits

The limit for external payments or transfers is listed in Table 1 of this booklet. You can apply for a temporary increase in this limit by phoning us.

Costs of the QBANK Internet Banking service

For use of the QBANK Internet Banking service you will need to pay any amounts that are payable by you to the Internet service provider or telephone company you use to access our website.

Fees and Charges

QBANK may charge for services on the QBANK Internet Banking service from time to time when necessary and when determined by us. Please refer to our Schedule of Fees and Charges for information about any relevant fees and charges for QBANK Internet Banking.

### Timing of Transactions

Transactions are processed in real time but may take up to 72 hours to clear. We recommend that you ensure there are always sufficient funds in both your internal and external accounts used for any transfers of money to and from your QBANK accounts using the QBANK Internet Banking service.

### Accuracy of Information

QBANK takes all reasonable steps to ensure that all information given to you through QBANK Internet Banking is correct and updated regularly at intervals we specify from time to time.

We will not be liable for any connection with inaccuracy, errors or omissions occurring in information through the communication network, ancillary equipment or circumstances beyond our reasonable control.

### Confidentiality of information

Protection of your information and your privacy is very important and we take all precautions as are reasonable to ensure that your information transmitted by us through QBANK Internet Banking remains confidential and protected from unauthorised access.

However we will not be liable for any kind of unauthorised access to that information.

### Ancillary Equipment

It is your responsibility to obtain and maintain the ancillary equipment required to use the QBANK Internet Banking service.

## 5.6 Smartphone App

QBANK Internet Banking may be accessible using an approved Smartphone Application ("App"). App means any service offered as an extension of the Internet Banking that enables you to receive information from us and to transmit instructions to us electronically via a mobile electronic device. Such information and instructions may relate to any aspect of your banking arrangements at QBANK permitted by the App.

The terms and conditions of using the App are, where possible, identical to the terms and conditions of QBANK Internet Banking as set out above.

You agree to read the above terms and conditions prior to using the App. You are deemed to have read and accepted these terms and conditions when you first access any of the services provided through the App.

You acknowledge that you will use your full username and Pass Code to register a shortcut Personal Identification Number (PIN) that will be used to access services through the App. You agree to treat your shortcut PIN as confidential, and all relevant terms and conditions that apply to your username and password, including terms relating to maintaining their secrecy, also apply to the shortcut PIN.

Prior to using the App on your portable electronic device, you will be required to read and agree to specific terms of use. You will be notified of these terms via your portable electronic prior to the first use of the App.

The App may include GPS functionality to improve your mapping experience when using the ATM locator. You may choose to disallow Location Services when using the ATM locator. We will not share location information gathered using this App with any third parties without your consent.

## 6. QBANK PHONE BANKING

### 6.1. Operation of QBANK Phone Banking

When the Pass Code is quoted, QBANK will accept instructions by telephone for transactions, disclosures and authorisations on the related membership. All transactions and authorisations made under these circumstances shall be valid and constitute permissible debits, credits or authorisations where applicable to the related account and QBANK shall not be liable in respect of any claims where a transaction, disclosure or authorisation has been effected in accordance with such an instruction even if the instruction has not been given by you or a person authorised by you.

### 6.2. The Pass Code may be changed

The Pass Code may be changed by you at any time to a Pass Code of your choice.

### 6.3. Joint account

On joint accounts that are 'any to operate', each Member will have their own Pass Code to be used to access their own member number.

## 6.4. Fees and charges

QBANK may make such charges to Members in connection with QBANK Phone Banking as it may from time to time determine. We are authorised to debit your account from time to time for the amount of our fees and charges and for all government taxes, duties or charges from time to time imposed on transactions made by your use of an electronic banking service.

## 6.5. Change to Terms and Conditions

We may change these terms and conditions, alter or cease any of our accounts, products or payment services, introduce a fee or charge or change any fees and charges applying to QBANK Phone Banking at any time. Please refer to The 'Notifying Changes' section in this booklet regarding notification of changes.

## 6.6. Security of Access Code

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

- a) do not use your date of birth, part of your telephone number or other series of numbers which others may easily guess, when choosing an Access Code
- b) never write your Access Code in any manner that will result in the numbers of the Access Code appearing in the same sequence as would be keyed in when using QBANK Internet Banking or QBANK Phone Banking;
- c) refrain from simply reversing the number sequence of your Access Code or recording it as a series of numbers with the actual numbers of the Access Code circled, marked or highlighted in any manner;
- d) keep your password secure and protected;
- e) keep only one record of your Access Code;
- f) keep any records of your Access Code, member number, and confidential identification details separate and apart from each other;
- g) do not tell any person your Access Code;
- h) do not allow any person to watch you enter, or hear your Access Code.
- i) remember QBANK will never ask you for your Access Code.

## 6.7. Use of QBANK Phone Banking

We are authorised to act upon all instructions given through QBANK Phone Banking using your Pass Code. We may, as part of our security procedures, record and retain instructions.

Transactions made through QBANK Phone Banking:

- are governed by these conditions;
- are governed also by the terms and conditions of the accounts being used;
- may be processed at our option on the next business day; and
- may be limited to specific amounts.

## 6.8. What if an electronic banking service is unavailable?

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use an electronic banking service.

We undertake to make all reasonable efforts to ensure that the electronic banking service you use is available to you during the hours specified by us from time to time but we are not liable to you for, or in connection with:

- a) failure of an electronic banking service to perform in whole or in part, any function which we have specified it will perform;
- b) the unavailability of an electronic banking service to you in whole or in part because of the failure of the communication network, ancillary equipment or any circumstance beyond our reasonable control; or
- c) delays or errors in the execution of any transaction or instruction because of the communication network, ancillary equipment or any circumstance beyond our reasonable control.

## 6.9. Accuracy of information

We will take all reasonable steps to ensure that the information that we make available to you through an electronic banking service is correct and updated regularly at the intervals we specify from time to time. We will not be liable for, or in connection with, any inaccuracy, errors or omissions in that information because of the communication network, ancillary equipment or any other circumstances beyond our reasonable control.

## 6.10. Confidentiality of information

We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us through an electronic banking service will remain confidential and protected from unauthorised access but we will not otherwise be liable for any unauthorised access by any means to that information.

## 6.11. Ancillary equipment

It is your responsibility to obtain and maintain the ancillary equipment required to use an electronic banking service.

For more information please contact QBANK

## 7. NEW PAYMENTS PLATFORM, PAYID AND OSKO

### PAYID

### 7.1 About PAYID

7.1.1 PayID is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of a BSB and account number.

7.1.2 For some account types, you can create a PayID (eg. your mobile number, email address or ABN) to be linked to your account. Once a PayID is created, any payments which a person makes to that PayID will be directed to the account to which that PayID is linked ('the Linked Account'). For eligible accounts, refer to *Table 1. Overview of QBANK Savings Accounts*.

7.1.3 Each PayID can only be linked to one account at a time, but an account can have multiple PayIDs linked to it. For example, you can create your mobile number and email address as PayIDs to the same account (in which case payments made to either PayID type will be directed to the same account), but you can't create your mobile number or email address as the PayID for more than one account at a time.

7.1.4 Where your account is held in joint names, each account holder can link a PayID to the account.

7.1.5 You are not obliged to create or use a PayID for your account. You can continue to operate your account without a PayID, in which case payments to your account will require your BSB and account number.

## 7.2 Your PayID

Creating your PayID:

- a) You can create a PayID for your eligible account through a QBANK online banking service that supports PayID creation by contacting our call centre or by visiting a branch. We will not create a PayID for you without your prior consent.
- b) In creating a PayID, you represent and warrant that:
  - (i) you own or are otherwise authorised to use the PayID;
  - (ii) the PayID is current, accurate and complete; and
  - (iii) you agree to your PayID being registered in the PayID service.
- c) We can refuse your request to create a PayID where:
  - (i) we have not yet completed verifying your identity; or
  - (ii) we are not satisfied that you own or are otherwise authorised to use that PayID; or
  - (iii) we reasonably suspect that the PayID is, or has been, or will be used for a fraudulent purpose; or
  - (iv) we are required to so by law or by the operator of the New Payments Platform; or
  - (v) the PayID is already created.
- d) Where your attempt to create a PayID fails because that PayID is already created by someone else in the PayID service, we will try to assist to resolve this by contacting the financial institution or other entity that registered that PayID, who is then required to contact the customer to which the PayID is registered to establish if that customer has the right to use the PayID. If that person cannot establish that they are the rightful owner of the PayID, their financial institution is required to close that PayID.

## 7.3 PayID Name

A PayID Name must be registered with your PayID. When you create your PayID, we will issue you a PayID Name.

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

## 7.4 Privacy and disclosure

- a) By creating your PayID you acknowledge that you consent to our recording of your PayID, PayID Name and account details in the PayID service to enable payers to make NPP Payments to you, and to the extent that such recording and use constitutes a disclosure and use of personal information within the meaning of the Privacy Laws, consent to that disclosure and use.
- b) To help payers identify who they are paying, your PayID Name may be displayed alongside your PayID to any person that enters your PayID as the address for an intended payment. For example, if your mobile number is your PayID, then any person who enters your mobile number in the payee address field of their internet banking may see your PayID Name attached to that mobile number.
- c) Where you hold a joint account, other accountholders may be able to see messages and notifications associated with payments and other messages addressed to your PayID.

## 7.5 Transferring your PayID to a different account

- a) You can transfer your PayID to another account with us, or to an account with another financial institution. You can do this through one of our online channels that supports PayID maintenance, by contacting our call centre or by visiting a branch.
- b) A transfer of your PayID to another eligible account with us will generally be effective immediately.
- c) A transfer of your PayID to another financial institution is completed by that institution. You will need to follow that financial institution's PayID creation process.
- d) Until the transfer is completed, payment to your PayID will continue to be directed to your current linked account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your current Linked Account. You can try to transfer your PayID again at any time.

## 7.6 Maintaining PayID details

- a) You must keep your PayID details current, accurate and complete.
- b) You must close your PayID immediately if you no longer own or have authority to use your PayID.

## 7.7 Locking your PayID

- a) We can lock your PayID at any time without notice if we reasonably suspect that your PayID has been used for fraudulent purposes.
- b) You will not be able to transfer your PayID or receive payments addressed to your PayID while your PayID is locked.

## 7.8 Closing a PayID

- a) You can close your PayID through the 'Manage PayID' function in the relevant electronic banking service by contacting our call centre or by visiting a branch. Closing a PayID results in removal of your PayID from the PayID service.
- b) We can close your PayID where:
  - (i) we are not satisfied that you own or are otherwise authorised to use that PayID; or
  - (ii) we reasonably suspect that the PayID is or has been used for a fraudulent purpose; or
  - (iii) we are required to do so by law or by the operator the New Payments Platform.
- c) We will automatically close your PayID if the Linked Account for that PayID is closed.

## 7.9 Payments to your PayID

You acknowledge that not all accounts and payment types support payment to a PayID.

The ability for a payer to pay to your PayID depends on the payer's financial institution and on the type of payment to be made. As a result, in some cases you may need to provide your BSB and account number to the payer.

## 7.10 Mistaken and Misdirected Payments

Where we and the sending financial institution determine that an NPP Payment made to your account is either a mistaken internet payment or a payment made in error, we may, without your consent, and subject to complying with any other

applicable terms and conditions, deduct from your account an amount equal to that mistaken internet payment or payment made in error. A payment made in error includes a fraudulent payment, an over payment, duplicate payment, payment error made by us or a misdirected payment. Refer to Page 14 for more information regarding handling of mistaken payments.

### 7.11 Making Payments to a PayID

- a) When you enter the PayID in the payee field of the relevant service, we will check to confirm that the PayID has been registered in the PayID service. Where it has, we will display to you on screen the PayID Name attached to that PayID. You must check that the name displayed matches the person that you intend to pay. If you do not recognise the name or the name does not match who you intend to pay, you should contact your intended payee to confirm that all details are correct before proceeding to make payment. Incorrect details could result in a payment to the wrong account and may result in loss of your funds.
- b) When you direct a payment or other message to a PayID connected to a joint account, the other accountholders may be able to see the messages and notifications associated with the payment.

### 7.12 How we process future dated payments to a PayID

- a) We may attempt to make the payment at any time on the scheduled payment date. As a result you should ensure that you have sufficient funds available throughout the day to satisfy the withdrawal. We may decline to process the payment if, at the time we try to make the payment you don't have sufficient funds in your account.
- b) On the scheduled payment day, before we try to make the payment we will check the PayID service to confirm whether the PayID is still registered and whether there has been a change in the name attached to the PayID since the time you set the payment up. We won't be able to process the payment if the PayID is no longer registered or is locked, and we won't process the payment if the name attached to the PayID has changed. You should check the payment status at the end of the day that the payment was scheduled to be made to confirm whether it has gone through.

## OSKO

### 7.13 About Osko

- a) We subscribe to Osko under the BPAY Scheme.
- b) All eligible accounts can receive Osko payments. However, you will need to use an online banking channel in order to view full remittance details or other data that is sent with an Osko Payment to your account. For eligible accounts, refer to *Table 1. Overview of QBANK Savings Accounts*.

### 7.14 Payments

- a) You can make Osko payments through our online banking channels that support Osko Payments.
- b) You can make Osko payments to a PayID or to a BSB and account number, provided that the account that you are paying is able to receive Osko Payments. Some payees might not be able to receive Osko or NPP Payments, depending on their account type and their financial institution.
- c) If the PayID or account that you entered does not accept Osko payments but is capable of accepting other types of NPP Payment, we may send the payment as another NPP Payment type. In this case, we will still send the payment in near real-time but the timing of making the funds available to the payee is at the discretion of the receiving bank.
- d) You should ensure that all information you provide in relation to any Osko payment or other NPP Payment is correct as we will not be able to cancel an Osko Payment or other NPP Payment once it has been processed.
- e) Where you make an Osko Payment or other NPP Payment using a credit or debit card, no 'chargeback' rights will be available in relation to the payment.

### 7.15 Transaction Limits

We may impose limits on the value of any Osko Payment, or the aggregate value of Osko Payments or other NPP Payments permitted over a particular period. These limits may be different from limits that apply to other payment types.

## 7.16 Suspension and termination

- a) We may suspend your ability to make Osko Payments or other NPP Payments at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to QBANK or you, including where we suspect that the service is being used or will be used for fraud.
- b) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.
- c) We will be required to terminate the Osko service if our membership of BPAY or our participation in Osko is suspended, ceased or is cancelled. We will provide you with as much notice as possible if this occurs.

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George Street Qld 4003  
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Web: [www.qbank.com.au](http://www.qbank.com.au)  
QPCU Limited t/a QBANK  
ABN 79 087 651 036 AFSL No. 241413  
Australian Credit Licence No. 241413

## 7.17 Privacy and confidentiality

- a) In order to provide you with services under Osko, we may need to disclose your Personal Information to Bpay and/or its service providers. If we do not disclose your Personal Information to Bpay or its Service Providers, we will not be able to provide you with services under Osko.
- b) Accordingly, you agree to our disclosing to BPAY, its service providers and such other participants involved in Osko such Personal Information relating to you as is necessary to facilitate the provision of Osko to you.

**13 77 28**  
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ABN 79 087 651 036 AFSL No. 241413  
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