

You. You. You. You. You. You. You.
You. You. You. You. You. You. You.
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Account & Access Facility Conditions of Use

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focusing on the most important
part of our business ...



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Definitions

Account means a Transaction, Savings or Investment Account with us;

AML means Anti-Money Laundering and Counter Terrorism Financing Act 2006;

ATM means an automatic teller machine owned by us or another party;

Available Funds means, at any time, the funds in the Account (if any) not including uncleared cheques deposited to the Account, and any agreed Credit Limit;

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®, either via phone banking or Internet banking or any other access method as approved by us from time to time;

Card means any authorised card issued by us for your account;

Credit Limit means, at any time, the approved credit limit of the credit available on your Account;

EFT transaction means an electronic transfer to or from your Account using an access method and includes the transactions carried out by means of:

- rediCARD
- Visa Card
- BPAY®
- Internet Banking, including Mobile Banking
- Telephone Banking;

EFTPOS means a point of sale electronic banking facility available at retail or wholesale outlets;

Internet banking means a service we provide through our website which enables you to electronically receive information from us about, or to transact on your accounts;

MAP means Member Access Password;

Membership means holding one share in Intech Credit Union entitling the membership owner to products and services offered by Intech Credit Union;

Nominated mobile phone means the mobile phone number you provided to Intech Credit Union when you registered for SMS Banking;

Overdraft means, at any time, the approved limit of the credit available on the account;

PIN means a personal identification number or word used in conjunction with a card;

Signatory means the Account owner or a person authorised by either a member or the Guardianship Board to operate on an Account/s;

SMS (Short Messaging Service) means a digital network facility that allows mobile phone users to send and receive text messages on their phones;

SMS Banking means a service we offer via SMS through a mobile phone network which enables you to electronically receive information from us about your Accounts;

Telephone banking means a service we offer through a telephone communication network which enables you to electronically receive information from us about, or to transact on, your Accounts;

Terms & Conditions means these Terms & Conditions and our Fees & Charges Schedule and Interest Rate Schedules;

We, us or our means Intech Credit Union Limited incorporating Telstra Credit Union. ABN 70 087 650 191 AFS Licence Number 236779;

you means:

- the person or persons in whose names the Intech Credit Union Account & Access Facility is held;
- any third party you nominate to operate on your Intech Credit Union Account & Access Facility; and
- any person you authorise us to issue a rediCARD or Visa Card to.

IMPORTANT INFORMATION ABOUT THE ACCOUNT AND ACCESS FACILITIES CONDITIONS OF USE

The Intech Credit Union Account and Access Facility is issued by:

Intech Credit Union Limited (Incorporating Telstra Credit Union)

ABN 70 087 650 191 Australian Financial Services Licence 236779

This document contains information about Intech Credit Union Accounts and Access Facilities which will help you to decide whether the Intech Credit Union Account & Access Facility will meet your needs and compare this product with other financial products you may be considering.

You should read the Account & Access Facility Conditions of Use before making a decision to open any Intech Credit Union account or access facility.

How our Conditions of Use become binding on you

Please note that by opening an account or using an access facility you become bound by these Conditions of Use.

Accessing copies of the Conditions of Use

Please keep these Conditions of Use in a safe place so you can refer to it when needed. Alternatively, you can view and download the current Conditions of Use from our websites at www.intechcu.com.au or www.telstracu.com.au.

Date of issue: 16 July 2010

Codes of conduct

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct and the Mutual Banking Code of Practice.

Please note that you can obtain a copy of The Mutual Banking Code of Practice on request.

Privacy

We have a *Privacy Statement* that sets out:

- our obligations regarding the confidentiality of your personal information; and
- how we manage your personal information.

We will give you the privacy information statement whenever we request personal information from you. It is always available on request and you can download it from our website at www.intechcu.com.au or www.telstracu.com.au.

Financial difficulty

If you ever experience financial difficulty you should inform us promptly. The earlier you do so, the sooner we can assist you.

How to contact us

Visit us at any of our branches which are listed on our website at www.intechcu.com.au or www.telstracu.com.au

Phone us on (61 2) 99 28 29 30 or 1300 363 007 outside Sydney

Write to us at PO Box 992, Crows Nest NSW 1585

Fax us on (61 2) 99 28 29 31

Reporting the loss of your access codes or cards

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

In Australia

Call the Hotline on 1800 224 004, 24 hours a day, everyday. Please also contact us during business hours to report the loss, theft or unauthorised use on 1300 363 007.

Overseas

rediCARDS:

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

Visa Cards:

Please contact us before you travel overseas for the current Visa hotline arrangements.

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.

ACCOUNT OPERATIONS

1. What is the Intech Credit Union Account and Access Facility?

The Intech Credit Union Account and Access Facility (Account & Access Facility) is a facility that gives you transaction, saving and term deposit accounts as well as these facilities for accessing accounts:

- rediCARD
- Member chequing
- Internet & Mobile Banking
- BPAY® (registered to BPAY Pty Ltd
ABN 69 079 137 518)
- Visa Card
- Telephone banking
- EFTPOS and ATM access
- Direct debit requests.

Please refer to the *Summary of Accounts & Availability of Access Facilities* brochure for available account types, the conditions applying to each account type and the access methods attached to each account type.

2. How do I open an account?

You will need to become a member of the Credit Union before we can issue the Intech Credit Union Account and Access Facility to you. To become a member, you will need to:

- complete a membership application form; and
- subscribe for a member share in the Credit Union.

Providing 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:

- a Photo Card (NSW only);
- a State or Territory drivers licence or proof of age card;
- an Australian current passport or one that has expired within the last 2 years;
- a photo drivers licence issued by a foreign government;
- a passport issued by a foreign government, the United Nations or a UN agency; or
- a national ID card, with photo and signature, issued by a foreign government, the United Nations or a UN agency.

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

The law does not allow you to open an account using an alias without you also giving us all the other names that you are commonly known by.

If you want to appoint a signatory to your account, the signatory will also have to provide proof of identity, as above.

3. What accounts can I open?

When we issue you with the Account and Access Facility, you have access to the All-in-One Access Account. You can then activate other accounts as needed. First check the *Summary of Accounts & Availability of Access Facilities* brochure for the different account types available, any special conditions for opening, and the features and benefits of each account type.

4. What fees and charges are there?

Please refer to the *Fees & Charges Schedule* 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.

5. What interest can I earn on my account?

Our *Interest Rates* brochure provides information about our current deposit and savings interest rates. Our website also has information about our current deposit and savings interest rates. We may vary deposit or savings interest rates from time to time on all deposit accounts except our term deposit accounts.

Our *Summary of Accounts & Availability of Access Facilities* brochure discloses how we calculate and credit interest to your account(s).

6. 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 The Account and Access Facility we will ask you whether you want to disclose your Tax File Number or 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.

7. 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 holder(s) automatically take the deceased joint holder's interest in the account;
- joint and several liability - each joint holder is individually liable for the full amount owing on the joint account.

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, etc;
- 'only one to sign' means any one joint holder can sign withdrawal slips, cheques, etc.

All joint account holders must consent to the joint account being operated on an 'only one to sign' basis. However, any one joint account holder can cancel this arrangement, making it 'all to sign'.

To operate Telephone banking facilities, the Account must be 'only one to sign'.

8. 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.

9. Third party (signatory) access

You can authorise us at any time to allow another person (Signatory) to operate on your accounts. However, we will need to verify this person's identity before they can access your account.

A Signatory operates on any of the Accounts (not including Fixed Term Deposit Accounts or Loan Accounts) you have nominated them to have access to. A Signatory may use any available access facility, even if you do not use this facility. You are responsible for all transactions the Signatory carries out on your account. **You should ensure that the person you authorise to operate on your account is a person you trust fully.**

A Signatory may only perform limited functions or transactions within the accounts they have been given authority to access.

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

10. Making deposits to the account

You can make deposits to the account:

- by cash or cheque at our office or any branch;
- 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 National Australia Bank branch using a specially encoded deposit book; unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

Note that electronic deposits may not be processed on the same day. Please refer to EFT Conditions of Use: on Page 21 Section 18.

Under Federal Law we are required to report all cash deposits or withdrawals of \$10,000 or more. We may refuse to accept any cheque for deposit at our absolute discretion.

11. 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. However, you can ask us for a special clearance for which we may charge a fee. Please refer to our *Fees & Charges Schedule* for our current fee for special clearances.

If we allow you to draw on a cheque before it is subsequently cleared, you will be liable for the amount of the cheque if it is subsequently dishonoured, and you authorise us to debit your account for the amount of the cheque together with applicable Bank charges. Cheque deposits including international cheques, may be subject to extended clearance time.

12. Withdrawing or transferring from the account

You can make withdrawals from the account:

- over the counter at our office or any branch;
- by direct debit;
- by member cheque, if your account is linked to a member cheque book;
- via telephone or internet banking;
- via BPAY to make a payment to a biller;
- at selected ATMs, if your account is linked to a Visa Card or rediCARD;
- via selected EFTPOS terminals, if your account is linked to a Visa Card or rediCARD (note that merchants may impose restrictions on withdrawing cash);

unless otherwise indicated in the *Summary of Accounts & Availability of Access Facilities* brochure.

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.

13. Debiting transactions generally

We will debit transactions received on any one day in the order we determine in our absolute discretion.

14. Over the counter withdrawals

Generally, you can make over-the-counter withdrawals in cash or by buying a Credit Union corporate cheque. Please check the *Summary of Accounts & Availability of Access Facilities* brochure for -

- any restrictions on withdrawals applying to certain accounts; and
- any applicable daily cash withdrawal limits or other transaction limits.

15. Withdrawals using our corporate cheques

This is a cheque the Credit Union draws payable to the person you nominate. You can purchase a corporate cheque from us for a fee: see the *Fees & Charges Schedule*.

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. You must seek compensation or a refund directly from the provider of the goods or services. You should contact a Government Consumer Agency if you need help.

16. Overdrawing an account

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

Alternatively, we can 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 *Fees & Charges Schedule*.

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

17. Member Access Password (MAP) - authority for transactions

You may give us a password that we will accept as proof of your identity and your authority to carry out transactions on your accounts.

Use

- Your MAP may be used by us to establish your identity for certain dealings and transactions with us;
- We will tell you from time to time the type of dealings and transactions in which we will accept your MAP to

establish the identification of the person we are dealing with;

- We reserve the right not to register a particular MAP at our absolute discretion, i.e. if we consider it to be offensive.

Rely

If we state that we accept MAP for a certain service or transaction to establish identity, if your MAP is given to us for that service or transaction, we may still require you to verify other information to establish your identity.

Security

- You must not disclose your MAP to anyone other than our authorised representatives;
- You are liable for any use of your MAP in connection with dealings with us by any person until you cancel your MAP.
- You must tell us as soon as you think someone else knows your MAP or has used it without your consent. You should immediately cancel your MAP. If you do not, you will be liable for all transactions conducted on your accounts by the unauthorised use of your MAP until you cancel it or you tell us. You can notify us in writing or by phoning 1300 363 007;
- We suggest you memorise your MAP;
- We may cancel your MAP at any time without notice;
- You must not write your MAP, or carry it or keep a record of it, unless you have taken reasonable steps to disguise it or prevent unauthorised access to your MAP;
- You must not select a MAP that represents your birthdate or a recognisable part of your name. If you do use an obvious MAP such as a name or date you may be liable for any losses that occur as a result of an unauthorised use of the MAP before you notify us that the password has been misused or become known to someone else;

If you no longer wish to use your MAP, you can either write or telephone us and request that your MAP be cancelled.

Liability

- You are liable for all transactions on your Accounts and losses as a result of the use of your MAP;
- You are not liable for any loss that arises through the use of your MAP after you cancel it;
- You must pay us for any loss we incur as a result of your use of or any unauthorised use by a third party of your MAP;
- We are liable for any loss you incur because of a transaction after you or we cancel your MAP and where the loss is as a result of our fraud or negligence or that of our employees or agents;
- If you use your MAP as part of conducting an EFT transaction, liability is determined under our EFT Conditions of Use;
- If a law says that we cannot limit a liability, or only limit it in a certain way, our liability is limited in the way the law allows. To the extent that the law allows we exclude all conditions and warranties that the law implies.

Cancellation

- We may at any time without notice cancel your ability to use your MAP if we suspect you or someone else may use it inappropriately or in a fraudulent manner;
- You may cancel your MAP at any time by sending us written notice or telephoning us on 1300 363 007.

18. Sweep facility

You may nominate an account (the first account) which is to have either a nominated minimum balance or to be maintained in credit. You may then nominate a second account, which authorises us to transfer, automatically, sufficient funds to keep the first account at its nominated balance or in credit. However, we are not obliged to transfer funds if there are insufficient funds in the second account to draw on.

19. Account statements

We will send you account statements at least every 6 months. You can ask us for an account statement at any time. We may charge a fee for providing additional statements or copies: refer to the *Fees & Charges Schedule*.

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

You should 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 on page 4 for our contact details.

eStatements

You may request that your account statements are able to be viewed electronically as eStatements. We will email

you at your elected email address, notifying you that your statement is available to be viewed. You should use Internet Banking to view your eStatements.

If you request to receive your statements electronically you will be agreeing that you will no longer receive statements by post and you will be agreeing to receive other information about your accounts, such as notices about changes in rates, fees, and terms and conditions, electronically. The information will appear as 'news' within your statement or alongside your eStatement in a downloadable form, and we will not send you paper copies.

If you request to receive eStatements you will be agreeing that you will regularly check your nominated email account for notification from us that your statement is available to view. We will notify you promptly when your statement is available. You should check your current eStatement as soon as you receive the notification email.

You must keep your nominated email address current. If you change your email address, let us know immediately. You can change the email address to which you would like your email notifications to be sent by logging into Internet Banking.

If you no longer wish to receive eStatements and other information electronically, you may request to receive statements by post. If you decide to receive statements by post you will no longer be able to view your previous eStatements using Internet Banking. You should print or save a copy of your eStatements before requesting to receive statements by post.

20. What happens if I change my name or address?

If you change your name or address, please let us know immediately or you can log into Internet Banking and change your address and contact details there.

21. Dormant accounts

If no transactions are carried out on any of your accounts for at least 24 months (other than transactions initiated by the Credit Union, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep the membership open. If you do not reply we will treat your account as dormant.

Once your account becomes dormant, we may:

- charge a dormancy fee;
- stop paying interest or reduce the amount of interest.

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.

22. Account Combination

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.

On termination of your membership, 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 not combine accounts if to do so would breach the Code of Operation for Centrelink Direct Credit Payments.

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

23. Closing accounts and cancelling access facilities

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

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

We can:

- close the Intech Credit Union Account and Access Facility in our absolute discretion by giving you at least 14 days notice and paying you the balance of your account; or
- cancel any access facility for security reasons or if you breach these Conditions of Use.

24. Notifying Changes

We may change fees, charges, interest rates and other conditions at any time. The following table sets out how 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
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 interest rates	on the day of change
Changing any other term or condition	with your next statement

25. How we send notices & statements

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.

26. Complaints

We have a dispute resolution system to deal with any complaints you may have in relation to the Account and Access Facility or transactions on the account. Our dispute resolution policy requires us to deal with any complaint efficiently, speedily and sympathetically. If you are not satisfied with the way in which we resolve your complaint, or if we do not respond speedily, you may refer the complaint to our external dispute resolution centre.

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 dispute resolution policy.

Our staff must also advise you about our complaint handling process and the timetable for handling your complaint. We also have an easy to read guide to our dispute resolution system available to you on request.

ACCESS FACILITIES

Member chequing

Member chequing is a facility, which allows you to make payments by cheque. Under our member chequing facility, we issue you with a cheque book and authorise you to draw cheques on our account at the National Australia Bank. We will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account we may instruct the National Australia Bank to dishonour your cheque. However, we have discretion to allow the cheque to be paid and to overdraw your account for this purpose. If you overdraw your account, we will charge you interest and fees. Please refer to the section Overdrawing An Account on page 7.

We may not give you access to member chequing if your banking history with the Credit Union is not satisfactory, or if you are under 18.

Cheque Security

Crossing a cheque, 'not negotiable' or 'account payee only'

If you cross a cheque, it is a direction to us to pay the cheque into an account at a bank or other financial institution. A crossing does not actually prevent the cheque being negotiated or transferred to a third party before presentation to a bank or financial institution for payment.

Example of 'not negotiable' crossing:

XYZ Credit Union Limited	Date/...../.....
Pay Fred Smithor bearer	
The sum of Three hundred dollars only.....\$300.00	
Signature	

Not negotiable

Crossing a cheque means drawing 2 lines clearly across the face of the cheque as shown above.

When you cross a cheque or add the words 'not negotiable' between the crossing you may be able to protect yourself, but not always, against theft or fraud. This crossing sometimes serves as a warning to the collecting financial institution, if there are other special circumstances, that it should inquire if its customer has good title to the cheque.

Example of 'account payee' crossing:

XYZ Credit Union Limited	Date/...../.....
Pay Fred Smithor bearer	
The sum of Three hundred dollars only.....\$300.00	
Signature	

Account Payee Only

When you add the words 'account payee only' between these lines you are saying that only the named person can collect the proceeds of the cheque. These words may give you better protection against theft or fraud. It would be prudent for the collecting financial institution to make inquiries of the customer paying the cheque in, if the customer is not the payee of the cheque.

Deleting 'or bearer' on the cheque

Your pre-printed cheque forms have the words 'or bearer' after the space where you write the name of the person to whom you are paying the cheque. The cheque is a 'bearer' cheque. If you cross out the words 'or bearer' and do not add the words 'or order', the cheque is still a bearer cheque. You can give yourself more protection against theft or fraud by crossing out the words 'or bearer' and adding the words 'or order'.

How do I stop payment on a cheque?

You can stop payment on a cheque by:

- ringing us with sufficient particulars to identify the cheque; we may insist on written confirmation; or
- writing to us, again, with sufficient particulars to identify the cheque.

You must, of course, do this before your Credit Union has paid the cheque.

What do I do to reduce the risk of forgery?

When filling in a cheque:

- start the name of the person to whom you are paying the cheque as close as possible to the word 'Pay';
- draw a line from the end of the person's name to the beginning of the printed words 'or bearer';
- start the amount in words with a capital letter as close as possible to the words 'The sum of' and do not leave blank spaces large enough for any other words to be inserted; also add the word 'only' after the amount in words;
- draw a line from the end of the amount in words to the printed '\$';
- start the amount in numbers close after the printed '\$' and avoid any spaces between the numbers;
- always add a stop '.' or dash '-' to show where the dollars end and the cents begin and, if there are no cents, always write '.00' or '-00' to prevent insertion of more numbers to the dollar figure.

Example:

The diagram shows a cheque form with the following fields and markings:

- XYZ Credit Union Limited
- Pay Fred Smithor bearer
- The sum of Three hundred dollars only\$300.00
- Date/...../.....
- Signature
- Account Payee Only (written diagonally across the form)

When can we dishonour or not pay on your cheque?

We can dishonour your cheque or not pay on it if:

- you have insufficient funds or available credit in your account to cover the cheque;
- you have not drawn up the cheque clearly so we are unsure what you want to do;
- you have post-dated your cheque and it is presented for payment before the date on the cheque;
- the cheque is 'stale', that is, the date of the cheque is more than 15 months ago; or
- we have notice of your death or mental incapacity.

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 promptly stop the facility. We suggest that you also contact the biller.

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.

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.

If you set up the payment on your Visa card you are encouraged to maintain a record of any 'regular payment arrangement' you elect to enter into with a merchant.

To either change or cancel any 'regular payment arrangement' you should contact the merchant at least 15 days prior to the next scheduled payment. Until you, as the cardholder, attempt to cancel the 'regular payment arrangement', we must accept the merchant's transaction. If possible you should retain a copy of your change/cancellation request. Should the merchant fail to act in accordance with your instructions you may have the rights to a dispute. Please contact us as soon as possible if this should happen.

Should your card number be changed i.e. as a result of a lost or stolen card, you must request the merchant to change the details of your existing 'regular payment arrangement' to ensure arrangements continue. If you fail to undertake this activity your 'regular payment arrangement' either may not be honoured by Intech Credit Union or the merchant may stop providing the goods and/or services.

Should you elect to close your card account or your account is closed by us, you should contact the merchant to revise your 'regular payment arrangement' as the merchant may stop providing the goods and/or services.

Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.

Auto Transfers

You may request that regular payments, such as household bills, be debited by us to your Account and paid by us to a third party. This is called an auto transfer. If you have access to Internet Banking you may set these payments up, and cancel them, without reference to us.

If there are not enough available funds for an auto transfer on the relevant day, we will check your account balance for up to five consecutive working days for sufficient available funds to make the auto transfer. After this time, if the amount is still unpaid, the auto transfer will be rejected and we will not attempt to make a further auto transfer until the next due date. We will notify you in the event that this occurs.

If we cannot make the auto transfer on three separate due dates we may cancel the auto transfer. We will notify you in the event that this occurs.

Auto transfers are not available on all your accounts, you should refer to The Summary of Accounts & Access Facilities table.

Stopping an Auto Transfer

When you have requested us to make auto transfers from your Account, and you want to stop these payments, you must request to stop these payments at least one business day before the next payment is due to be made. You must give us full details of the payment (amount, when due and payee) at that time.

The advice can be provided over the phone provided you have a MAP, or in person at a branch, or by secure email.

Credit card Monthly Transfer Payments

You may request that regular payments be credited to your credit card account from a nominated Intech Credit Union account. There are 3 payment options available:

- pay a set amount be transferred via an auto transfer (refer previous clause);
- the whole balance, as calculated on the bill date, paid on the due date; or
- The minimum repayment due.

If there are not enough available funds for an auto transfer on the relevant day, we will check your account balance for up to five consecutive working days for sufficient available funds to make the auto transfer. After this time, if the amount is still unpaid, the auto transfer will be rejected and we will not attempt to make a further auto transfer until the next due date. We will notify you in the event that this occurs.

If we cannot make the auto transfer on three separate due dates we may cancel the auto transfer. We will notify you in the event that this occurs.

Auto transfers are not available on all your accounts, you should refer to The Summary of Accounts & Access Facilities table.

Full Balance Transfers

Full balance transfers will be made on the due date as advised on your statement. If there are insufficient funds on that day you will lose your interest free eligibility and will be charged interest. Please refer to your original credit card letter of offer.

Minimum Repayment Transfers

You can request a minimum repayment transfer to pay the minimum repayment required on your credit card on a monthly basis. This will occur on the due date as advised on your statement. If deposits have been made to the account throughout the month that satisfies the minimum repayment due, the transfer will not occur.

Stopping a Credit Card monthly payment

You must provide advice to us at least one business day before the due date. The advice can be provided over the phone provided you have a MAP, or in person at a branch, or by secure email.

SMS Service

Introduction and registration

You may request that an account balance, transaction history or event triggered SMS be sent to your nominated mobile phone.

SMS requests are available on demand 24 hours a day; event triggered SMS are available between 8am and 8pm Australian Central Time, seven days a week.

You can register for SMS Banking by logging into Internet banking and selecting the SMS Banking menu option. Alternatively you can call us on 1300 363 007 or visit one of our Financial Service Centres.

You should not reply to any SMS alert we may send you as we will only respond to your requests to receive the SMS Banking service and will not read or respond to any other messages to that number.

Fees and charges apply for each SMS sent via the SMS Banking service; please refer to our Fees & Charges Schedule for further information. You may also be charged fees by your mobile phone carrier.

Cancelling your SMS banking Service

You may cancel your SMS banking registration at any time by logging onto Internet Banking or by calling us on 1300 363 007.

We may cancel your SMS Banking registration at any time, for any reason, including but not limited to:

- Insufficient funds in your primary account;
- Your account has been closed;
- The Account operating authority is changed; or
- if Intech Credit Union is conducting maintenance on the SMS Banking service.

Security and Privacy

When you register for SMS Banking you authorise us to send account information to your nominated mobile phone. The SMS we send may contain account information that you prefer to keep confidential. Once we have sent the SMS to your nominated mobile number, we have no control who can access this information. SMS is not a secure form of communication.

When you take your mobile phone overseas and do not cancel your SMS Banking service, you authorise us to process account information outside Australia using transmission equipment outside Australia that may store your information.

In order to help keep your account information private, we recommend you:

- Always keep your mobile phone in a safe and secure place;
- Safeguard your mobile phone from inappropriate access;
- Delete SMS Banking messages from your phone once you have received the information;
- Immediately inform us if your mobile phone is lost, stolen or the number has been disconnected, changed, suspended or no longer in your possession.

We do not keep records of the content of SMS Banking messages we have sent you.

Please note that we will never send you an SMS requesting personal information from you.

Reliance

The SMS Banking service is a tool to assist you in the management of your accounts with us. SMS should be used in conjunction with Internet Banking and Telephone Banking. You should check your statements regularly and not rely entirely on SMS Banking for your balance and transaction history.

We undertake to make all reasonable efforts to ensure the SMS Banking service is available to you at specific times and that account information provided via SMS Banking is accurate and current.

However, we are not liable for the unavailability of SMS Banking in whole or in part, nor for inaccuracies in the information provided on your account(s), nor delays or errors in the execution, instruction or request for information in connection with the communication network, ancillary equipment, our computer system, service providers or any other circumstance.

We accept no liability for any loss relating to your reliance on the SMS Banking service.

If you believe there is a problem with the SMS Banking service notify us on 1300 363 007 or a info@intechcu.com.au.

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 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;
- when you ask us to pass on a disputed transaction to 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.

EFT ACCESS FACILITIES & EFT CONDITIONS OF USE

1. Introduction and description of EFT access facilities.

Our EFT access facilities are:

- rediCARD
- Visa Card
- BPAY®
- Telephone Banking
- Internet & Mobile Banking

You can access an account using any of the EFT access facilities applicable to the account. Please refer to:

- the *Summary of Accounts & Availability of Access Facilities* brochure for the EFT access facilities available for each account type;
- the *Fees & Charges Schedule* for fees and charges in relation to EFT access facilities and transactions.

The EFT Conditions of Use govern all EFT transactions made using any one of our EFT access facilities, listed above.

rediCARD

rediCARD allows you to access your account at an ATM or EFTPOS terminal in Australia displaying the rediCARD logo. We will provide you with a PIN to use with your rediCARD. rediCARD allows you to:

- check your account balances;
- withdraw cash from your account;
- transfer money between accounts;
- deposit cash or cheques into your account (at select ATMs only).

We may choose not to give you a rediCARD 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 your Visa Card. Visa Card also allows you:

- check your account balances;
- withdraw cash from your account;
- deposit cash or cheques into your account (at select ATMs only).

We may choose not to give you a Visa Card if your banking history with Intech Credit Union is not satisfactory or if you are under 18 years of age.

BPAY®

BPAY allows you to pay bills bearing the BPAY logo, through either telephone or internet banking.

Telephone, Internet and Mobile Banking

Telephone and internet banking gives you remote access to your account that allows you to obtain information about your account, to transfer money between accounts, to make BPAY payments and to transfer money to accounts at other financial institutions.

IMPORTANT INFORMATION YOU NEED TO KNOW BEFORE USING ANY EFT ACCESS FACILITY

Before you use any EFT Access Facility you should:

- familiarise yourself with your obligations to keep your access card, PINs, secret codes and passwords secure;
- familiarise yourself with the steps you have to take to report loss or theft of your rediCARD or Visa Card or to report unauthorised use of your rediCARD or Visa Card, BPAY or telephone or internet banking;
- check your statements regularly for any unauthorised use;
- ALWAYS access the telephone banking or internet banking service only using the OFFICIAL phone numbers and URL addresses contained in the How to Contact Us section at page 2;
- ALWAYS REJECT any request to provide or to confirm details of your PIN, secret code or password. We will NEVER ask you to provide us with these details.
- If you fail to ensure the security of your access card, PIN, secret code or passwords, you may increase your liability for unauthorised transaction.

After you have finished accessing your account using:

- telephone banking, you must ensure that you end the telephone call to our telephone banking service;
- internet banking, you must ensure that you log off from our internet banking service.

2. Definitions

In these EFT Conditions of Use:

a) "access method" means a method we authorise for you to use as evidence of your authority to make an EFT transaction or to access information about your account, that does not require a manual signature, and includes, but is not limited to:

- in the case of internet banking or telephone banking - any combination of your Visa Card and PIN, your membership number, secret code or password and PIN;
- in the case of BPAY - any combination of your Visa Card and PIN, your account number, secret code or password;
- in the case of Visa Card or rediCARD your Visa Card - or rediCARD and PIN used at an EFT terminal;

b) "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, either via telephone or internet access or any other access method as approved by us from time to time;

c) "business day" means any day on which we are open for business;

d) "EFT terminal" means the electronic equipment, electronic system, communications system or software that we, our agents or any third party control or provide for use with a Visa Card or rediCARD and PIN to conduct an EFT transaction, for example, an automatic teller machine (ATM) or point of sale terminal (EFTPOS);

e) "EFT transaction" means an electronic funds transfer to or from your account using an access method and includes transactions carried out by means of:

- rediCARD
- Visa Card
- BPAY
- Telephone Banking
- Internet & Mobile Banking

f) "home banking system" means our system for providing internet banking or telephone banking;

g) "internet banking" means a service we provide from time to time through our internet site which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts which we then act on;

h) "internet site" means our site at:

www.intechcu.com.au or www.telstracu.com.au

i) "mobile banking" means a limited internet banking service available on compatible mobile phones.

j) "telephone banking" means a service we offer from time to time through a telephone communication network which enables you to electronically receive information from us about, or to give us instructions concerning, your accounts which we then act on;

k) "we", "us" or "our" means Intech Credit Union.

l) "you" means:

- the person or persons in whose name the Intech Credit Union Account and Access Facility is held;
- any third party you nominate to operate on the Intech Credit Union Account and Access Facility; and
- any person you authorise us to issue a Visa Card or rediCARD to.

3. Security of cards, PINs, secret codes & passwords

The security of your access cards, PINs, secret codes and passwords is very important because they give unrestricted access to your account. You must take every effort to protect the card, PIN, secret code or password from theft, loss or unauthorised use, to help to prevent fraudulent or unauthorised use of the access method.

You must not tell or show the PIN, secret code or password to another person.

You must take care to prevent another person, including your family and friends, from seeing you enter your PIN, secret code or password.

You must not select a PIN, secret code or password that represents your birth date or a recognisable part of your name. If you do use an obvious PIN, such as a name or date, you may be liable for any losses which occur as a result of unauthorised use of the PIN, secret code or password before you notify us that the PIN, secret code or password has been misused or has become known to someone else.

You must not record the PIN, secret code or password on any other part of your access method or keep a record of the PIN, secret code or password on anything which is kept with or near any other part of your access method unless reasonable steps have been taken to carefully disguise the PIN, secret code or password or to prevent unauthorised access to that record.

You must not act with extreme carelessness in failing to protect the security of the PIN, secret code or password.

4. How to report loss, theft or unauthorised use of your Visa Card or rediCARD or PIN

If you believe your Visa Card or rediCARD has been misused, lost or stolen or the PIN has become known to someone else, you must immediately contact us during business hours or the Visa Card or rediCARD HOTLINE at any time.

Please refer to How to Contact Us on page 4 for our contact details.

You must provide the following information when notifying us or the Visa Card or rediCARD HOTLINE:

- a) the Visa Card or rediCARD number;
- b) the name of your Credit Union; and
- c) any other personal information you are asked to provide to assist in identifying you and the Visa Card or rediCARD .

We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

After contacting the Visa Card or rediCARD HOTLINE, you should confirm the loss or theft as soon as possible at our office.

The Visa Card or rediCARD HOTLINE is available 24 hours a day, 7 days a week.

If the Visa Card or rediCARD HOTLINE is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the Visa Card or rediCARD HOTLINE is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

5. How to report unauthorised use of telephone or Internet banking

If you believe that your access method used for BPAY or home banking transactions, or any part of your access method, has been misused, lost or stolen, or, where relevant, your PIN, secret code or password has become known to someone else, you must contact us immediately.

Please refer to How to Contact Us on page 4 for our contact details. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

If you believe an unauthorised EFT transaction has been made via BPAY or home banking and your access method uses a PIN, secret code or password, you should change that PIN, secret code or password.

6. EFT transaction limits

We limit the amount of EFT transactions you may make on any one day or other period, either generally or in relation to a particular access method. These transaction limits are set out in the *Fees & Charges Schedule*.

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 password or secret code in an access method. We will require you to provide proof of identity that satisfies us. We may reduce transaction limits to zero for security reasons.

7. Chargebacks for VISA Card

If a Visa Card transaction:

- was unauthorised;
- was for goods or services and the merchant did not deliver them; or
- was 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. However, we can only do a chargeback if you inform us of the disputed transaction within the timeframe determined by Visa. Currently cut-off time for notifying of chargeback circumstances is 45 days after the transaction, although longer periods may apply in particular circumstances. In some circumstances where the Electronic Funds Transfer Code of Conduct applies the time limits may not apply.

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

You should inform us as soon as possible if you become aware of circumstances which might entitle you to a chargeback and let us have the cardholder's copy of the Visa transaction receipt in question.

8. Processing EFT transactions

We will debit the value of all withdrawal EFT transactions and credit the value of all deposit EFT transactions to or from your account in accordance with your instructions when the appropriate access method is used.

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

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

You acknowledge and agree that:

- a) we have the right to deny authorisation for any EFT transaction for any reasons; and
- b) 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 refusal.

9. Using telephone banking and Internet banking

We will tell you from time to time:

- a) what services are available using telephone banking or internet banking;
- b) which of your accounts you can access using telephone banking or internet banking.

We cannot effect your telephone banking or internet banking instructions if you do not give us all the specified information or if you give us inaccurate information.

If you instruct us to make more than one payment from your account, we will determine the order of making the payments.

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.

After you have finished accessing your account using:

- a) telephone banking, you must ensure that you end the telephone call to our telephone banking service;
- b) internet banking, you must ensure that you log off from our internet banking service.

10. Mobile Banking

Mobile Banking is a special and additional feature of Internet Banking. It is not a stand-alone product. Mobile Banking requires registration, and is only available to current registered users of Internet Banking.

Not all mobile devices may be capable of accessing and using Mobile Banking. You are responsible for using, having or obtaining a compatible mobile device in connection with any use of the service.

Intech Credit Union is not responsible for:

- a) any ability of a mobile device to access the service; or
- b) any loss or damage to a mobile device resulting from your access or use or attempted use of Mobile Banking.

If you travel outside of Australia you may still have access to the Mobile Banking service. You should check with your telephone communications provider that the mobile device will be able to use relevant networks in those countries in which you are travelling.

Any conditions or use and charges relating to a mobile device are your responsibility. Intech Credit Union is not liable for any additional costs you incur.

You will use your member number and Internet Banking password to log onto Mobile Banking.

Not all Internet Banking services and features are available for Mobile Banking. Only the following functions are available via Mobile Banking:

- View accounts (including transaction listings);
- View auto transfers;
- Transfer funds to payees previously setup through Internet Banking;
- Make BPAY payments to billers previously setup in Internet Banking.

11. Using BPAY®

You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.

When you tell us to make a BPAY payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.

We cannot effect your BPAY instructions if you do not give us all the specified information or if you give us inaccurate information.

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

12. Processing BPAY payments

We will attempt to make sure that your BPAY payments are processed promptly by participants in BPAY, and you must tell us promptly if:

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

Please keep a record of the BPAY receipt numbers on the relevant bills.

A BPAY payment instruction is irrevocable.

Except for future-dated payments you cannot stop a BPAY payment once you have instructed us to make it and we cannot reverse it.

We will treat your BPAY payment instruction as valid if, when you give it to us, you use the correct access method.

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; (for these errors see below) when making a BPAY payment or if you did not authorise a BPAY payment that has been made from your account.

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

A BPAY 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 the cut off time on a banking business day, that is, a day in Sydney or Melbourne when banks 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 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 does not process a BPAY payment as soon as they receive its details.

Notwithstanding this, a delay may occur processing a BPAY payment if:

- a) there is a public or bank holiday on the day after you instruct us to make the BPAY payment;
- b) you tell us to make a BPAY payment on a day which is not a banking business day or after the cut off time on a banking business day; or
- c) a biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations. If we are advised that your payment cannot be processed by a biller, we will:
 - i) advise you of this;
 - ii) credit your account with the amount of the BPAY payment; and
 - iii) take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

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

- 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; or
- b) the amount you paid was less than the amount you needed to pay you can make another BPAY payment for the difference between the amount you actually paid and the amount you needed to pay.

If you are responsible for a mistaken BPAY 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.

13. Future-Dated BPAY Payments

You may arrange BPAY payments up to 60 days 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 days 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.

You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.

You should contact us if there are any problems with your future-dated payment.

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.

14. Consequential damage for BPAY payments

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.

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.

15. Using Visa Card or rediCARD

You agree to sign the Visa Card or rediCARD immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Visa Card or rediCARD. You must ensure that any other cardholder you authorise also signs their Visa Card or rediCARD immediately upon receiving it and before using it.

We will advise you from time to time:

- a) what EFT transactions may be performed using the Visa Card or rediCARD;
- b) what EFT terminals of other financial institutions may be used; and what the daily cash withdrawal limits are.

Please refer to the *Fees & Charges Schedule* for details of current transaction limits. Also note on page 17, Section 6, how we can vary daily withdrawal limits from time to time.

You may only use your Visa Card or rediCARD to perform transactions on those accounts we permit. We will advise you of the accounts which you may use your Visa Card or rediCARD to access.

The Visa Card or rediCARD always remains our property.

16. Using Visa or rediCARD outside Australia

Use of the Visa Card or rediCARD outside Australia must comply with any exchange control requirements.

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.

All transactions made overseas on the Visa Card or rediCARD will be converted into Australian currency by Visa International, 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).

All transactions made overseas on the Visa Card or rediCARD are subject to a conversion fee payable to CUSCAL, the principal member of Visa International under which your Credit Union can provide you with the Visa card. Please refer to the *Fees & Charges Schedule* for the current conversion fee.

Some overseas merchants and EFT terminals charge a surcharge for making an EFT transaction using your Visa card.

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.

Before travelling overseas, you should notify us of your travel destinations and obtain the Visa international card HOTLINE number for your country of destination as well as the rediCARD Plus HOTLINE number from us.

17. Additional Visa Card Or rediCARD

You may authorise us, if we agree, to issue an additional Visa Card or rediCARD to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).

You will be liable for all transactions carried out by this cardholder.

We will give each additional cardholder a separate PIN.

You must ensure that any additional cardholders protect their Visa Card or rediCARD and PIN in the same way as these EFT Conditions of Use require you to protect your Visa Card or rediCARD and PIN.

To cancel the additional Visa Card or rediCARD you must notify us in writing. However, this cancellation may not be effective until the additional Visa Card or rediCARD is returned to us or you have taken all reasonable steps to have the additional Visa Card or rediCARD returned to us.

You will not be liable for the continued use of the additional Visa Card or rediCARD from the date that you have:

- notified us that you want it cancelled; and
- taken all reasonable steps to have the additional Visa Card or rediCARD returned to us.

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

18. Using Visa Card or rediCARD to make deposits at EFT terminals

This section only applies to deposits made at EFT terminals using your Visa Card or rediCARD.

Any deposit you make at an EFT terminal will not be available for you to draw against until your deposit has been verified by the EFT terminal and accepted by us.

Cheques will not be available to draw against until cleared.

Your deposit is accepted once we have certified it in the following way:

- a) your deposit envelope will be opened in the presence of any two persons we authorise;
- b) should the amount you record differ from the amount counted in the envelope, we may correct your record to the amount counted;
- c) our count is conclusive in the absence of manifest error or fraud;
- d) we will notify you of any correction.

If the amount recorded by the EFT terminal as having been deposited should differ from the amount counted in the envelope by us, we will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your account.

We are responsible for the security of your deposit once you have completed the transaction at the EFT terminal (subject to our verification of the amount you deposit).

19. Use after cancellation or expiry of the Visa Card or rediCARD

You must not use your Visa Card or rediCARD:

- a) before the valid date or after the expiration date shown on the face of the Visa Card or rediCARD; or
- b) after the Visa Card or rediCARD has been cancelled.

You will continue to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

20. Exclusions of Visa Card or rediCARD warranties and representations

We do not warrant that merchants or EFT terminals displaying Visa Card or rediCARD signs or promotional material will accept the Visa Card or rediCARD.

We do not accept any responsibility should a merchant, bank or other institution displaying Visa Card or rediCARD signs or promotional material, refuse to accept or honour the Visa Card or rediCARD.

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.

21. Your liability for EFT transactions

You are liable for all losses caused by an unauthorised EFT transaction unless any of the circumstances specified in this Section apply.

You are not liable for losses caused by unauthorised EFT transactions:

- a) where it is clear that you have not contributed to the loss;

- b) that are caused by the fraudulent or negligent conduct of employees or agents of:
 - i) us;
 - ii) any organisation involved in the provision of the EFT system or BPAY;
 - iii) in the case of Visa Card or rediCARD - any merchant; or
 - iv) in the case of BPAY - any biller;
- c) relating to a forged, faulty, expired or cancelled access method or any part of the access method;
- d) that are caused by the same EFT transaction being incorrectly debited more than once to the same account;
- e) resulting from unauthorised use of your access method or any part of your access method:
 - i) before you receive all parts of your access method necessary for that unauthorised EFT transaction; or
 - ii) after you notify us in accordance with or that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, that the security of your PIN, secret code or password has been breached.

You will be liable for any loss of funds arising from unauthorised EFT transactions if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost or stolen or used without your authorisation, or, where relevant, the PIN, secret code or password has become known to someone else, and if we prove, on the balance of probabilities, that you contributed to the loss through:

- f) your fraud or, where relevant, your failure to keep the PIN, secret code or password secure in accordance with Sections 3, 4, 5 or 6, or
- g) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the access method or any part of your access method or, where relevant of the PIN, secret code or password becoming known to someone else, and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

However, you will not be liable for:

- h) the portion of the loss that exceeds any applicable daily or periodic transaction limits;
- i) the portion of the loss on your account which exceeds the balance of your account (including any prearranged credit); or
- j) all losses incurred on any account which you had not agreed with us could be accessed using the access method.

Where a PIN, secret code or password is required to perform the unauthorised EFT transaction and Section 3 does not apply, your liability for any loss of funds arising from an unauthorised EFT transaction, if the loss occurs before you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, is the lesser of:

- a) \$150;
- b) the balance of your account, including any prearranged credit; or
- c) the actual loss at the time you notify us that your access method or any part of your access method has been misused, lost, stolen or used without your authorisation, or, where relevant, of the PIN, secret code or password becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your access method or your account).

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these EFT Conditions of Use or acted negligently or fraudulently under these EFT Conditions of Use.

In the case of BPAY, if you notify us that a BPAY payment made from your account is unauthorised, you must provide us with written consent addressed to the biller who received that BPAY payment allowing us to obtain information about your account with that biller as is reasonably required to investigate the payment. If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.

Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct, where the code applies.

If, in cases not involving EFT Transactions, the Visa Card or PIN are used without authority, you are liable for that use before notification to your Credit Union or the Visa Card Hotline of the unauthorised use, up to your current daily withdrawal limit.

22. Malfunction

You will not be responsible for any loss you suffer because the home banking system, BPAY, or an EFT terminal accepted your instructions but failed to complete an EFT transaction.

In the event that there is a breakdown or interruption to our home banking system or any BPAY system, or malfunction to an EFT terminal, and you should have been aware that it was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your account and refunding any fees or charges imposed on you as a result.

23. Cancellation of Visa Card or rediCARD or of Access To Home Banking Service or BPAY

You may cancel your Visa Card or rediCARD, your access to telephone banking, internet banking or BPAY at any time by giving us written notice.

We may immediately cancel or suspend your Visa Card or rediCARD or your access to telephone banking, internet banking or BPAY at any time for security reasons or if you breach these EFT Conditions of Use. In the case of Visa Card or rediCARD, we may cancel the Visa Card or rediCARD by capture of the Visa Card or rediCARD at any EFT terminal.

We may cancel your Visa Card or rediCARD 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.

In the case of Visa Card or rediCARD, you will be liable for any transactions you make using your Visa Card or rediCARD before the Visa Card or rediCARD is cancelled but which are not posted to your account until after cancellation of the Visa Card or rediCARD.

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 an EFT transaction using the relevant access method, you will remain liable for that EFT transaction.

Your Visa Card or rediCARD or your access to telephone banking, internet banking or BPAY will be terminated when:

- we notify you that we have cancelled your Visa Card or rediCARD or your access method to the account with us;
- you close the last of your accounts with us to which the Visa Card or rediCARD applies or which has telephone banking, internet banking or BPAY access;
- you cease to be our member; or
- you alter the authorities governing the use of your account or accounts to which the Visa Card or rediCARD applies or which has telephone banking, internet banking or BPAY access (unless we agree otherwise).

In the case of Visa Card or rediCARD, we may demand the return or destruction of any cancelled Visa Card or rediCARD.

Intech Credit Union Ltd

Incorporating Telstra Credit Union

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