

# **Member Product Guide**

## **Payment Services**

**Capricornia Credit Union Ltd.**

**ABN 54 087 650 940**

**Australian Financial Services License No: 246780**

**Member Product Guide (MPG)**

**Date: 21<sup>st</sup> September 2009**

**This MPG will apply immediately to any person who acquires one of our Financial Products. For existing members who already have Financial Products these Terms and Conditions will apply from 1<sup>st</sup> November 2009.**

# Member Product Guide

## Payment Services

# Member Product Guide

## Payment Services

### **Your Capricornia Credit Union Member Product Guide**

This Member Product Guide (MPG) provides information about Capricornia's non-cash payment products to help you make an informed decision on whether to use a payment product to access your savings account.

You should also read our

- MPG covering Savings Accounts and Term Deposits;
- Schedule of Fees Brochure; and
- Interest Rate Brochure

# Member Product Guide

## Payment Services

### Financial Services Guide

For information on our full range of products and services, see our Financial Services Guide. Details on our Constitution and how to become a member are available on request.

### For Future Reference

Please read this MPG carefully so that you understand how your payment service works and the Terms and Conditions which apply. You should retain a copy of all MPG documents for future reference.

Each relevant provision of the Mutual Banking Code of Practice will apply to savings accounts, term deposits and payment services.

The Electronic Funds Transfer (EFT) Code of Conduct as established by the Australian Securities and Investment Commission (ASIC) will apply in relation to EFT transactions.

### Product Summary

This MPG includes general information as well as Terms and Conditions for use of:

• BPAY® .....	PAGE 7
• VISA debit card .....	PAGE 18
• rediCARD debit card .....	PAGE 28
• Member Cheque Facility.....	PAGE 38
• Direct Debit.....	PAGE 43
• NETFA\$T internet banking facility .....	PAGE 44

® Registered to BPAY Pty Ltd ABN 69 079 137 518

### BPAY®

BPAY offers you the convenience of paying your bills from the comfort of your own home or office, twenty four hours a day, seven days a week where the account displays the BPAY logo. This service is available free of charge through Phonefa\$t and Netfa\$t.

### VISA CARD

Enjoy the convenience of worldwide access to your account for paying bills and obtaining cash.

Because Capricornia's VISA product is a DEBIT card, it accesses funds currently available in your account instead of creating a debt. (VISA may also be linked to an approved line of credit).

# Member Product Guide

## Payment Services

### rediCARD

rediCARD is a debit card which can be used at ATM's and merchant EFTPoS facilities to access funds held in your account.

### CHEQUE BOOKS

Cheques are still a convenient way to pay personal and business accounts. They provide a permanent record of the transaction and help with budgeting. You won't have to worry about running out of cheques because a new cheque book will be automatically posted to you after you have used a set number of cheques.

### DIRECT DEBIT

Direct Debit allows easy transfer of funds to a third party by electronic means. You can establish standing orders where the amount, frequency and recipient of a regular payment do not change, or you can make "one time only" payments.

Funds sent to an account at another Australian Financial Institution will generally be credited within 48 hours of sending.

### NETFA\$T

Netfa\$t is Capricornia's internet banking service. You can access your accounts at any time from anywhere in the world if you have access to the internet. You can transfer funds, pay bills and check account details with the added advantage of visual confirmation. Registration forms are available on our website.  
[www.capricorniacu.com.au](http://www.capricorniacu.com.au)

### Product Risks and Benefits

The payment services we provide offer you efficient and cost effective ways to access your Capricornia savings account, pay bills and make other payments.

Using these services means that you don't have to go to a branch to access your account. In fact it is possible to make payments anywhere in Australia, or the rest of the world, depending on the payment services you choose.

There are risks associated with using these payment services, particularly when another person gains access to your card, password, personal identification number ("PIN") or cheque book.

Your liability for unauthorised use is set out in the Terms and Conditions.

You should let us know as soon as you become aware that another person has gained unauthorised access to your card, password, PIN or cheque book.

When using a payment service, you must ensure that you have sufficient funds in your account to make the payment or transfer, or it may not be made or you may incur dishonour charges and other costs – refer to the Schedule of Fees Brochure for details.

When using BPAY, funds can take up to 72 hours after the cut-off time for the biller to receive the funds. We therefore recommend that when using BPAY you attend to payment of your bill with sufficient time to enable funds to clear. Funds are debited from your account instantly. Please read the Terms and Conditions in this booklet for information relating to cut-off times.

# Member Product Guide

## Payment Services

### Savings Accounts – Related Member Product Guide

The payment services in this MPG may be used to access your Capricornia savings account. You should also refer to the following related documents for general information and Terms and Conditions for your savings account:

- A MPG covering Saving Accounts and Term Deposits
- A Schedule of Fees brochure
- An Interest Rate brochure

In addition to the above, we will issue you on request, or before we provide a product to you, a separate Product Disclosure Statement covering:

- EFTPoS Merchant Facilities
- BPAY Biller
- General insurance products and loan protection insurance products

### Our Fees and Charges

Fees and charges may apply to your accounts and to some transactions. See the current Schedule of Fees Brochure for details.

### If you Have a Complaint

We recognise that, despite our best endeavours, our service standards may not always meet your expectations.

If you have a complaint:

- In the first instance you should contact the Capricornia representative with whom you normally deal with. Most complaints can be resolved when you bring them to our attention.
- If you do not receive a satisfactory response, or if your complaint is about our representative, you may have the matter referred to our Internal Dispute Resolution Officer. Your complaint will be reviewed by a senior manager and corrective action taken, if possible.
- Contact:  
Dispute Resolution Officer  
Phone: (07) 4931 4900  
Fax: (07) 4931 4960  
Email: dro@capricorniacu.com.au  
Post: PO Box 1135, Rockhampton QLD 4700.
- If our internal process does not resolve your complaint, we will refer you to the ASIC approved external dispute resolution scheme operated by Credit Ombudsman Service Limited for independent review.

### Privacy

We acknowledge that, as well as our duties under legislation; we owe a general duty of confidentiality to you except if:

# Member Product Guide

## Payment Services

- Disclosure is compelled by law;
- Our interest requires disclosure; or
- Where disclosure is made with your express or implied consent.

We may disclose to a business partner or service provider:

- Information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that related entity; and
- Any other information concerning you, if the business partner or service provider provides financial products and services related or ancillary to those provided by us, unless you tell us in writing.

On a written request by you, we will provide you with our records of your address, occupation, marital status, age, sex, and account with us and statements relating to those accounts. We may charge you our reasonable costs of supplying this information. Any fee is shown in the Schedule of Fees. You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.

Unless you give us a written instruction not to do so, we may from time to time send you information concerning financial and other services offered by us or related entities.

### Terms & Conditions for BPAY®

Welcome to our BPAY® facility. You may choose to access our BPAY facility if you are registered for Phonefa\$t Telephone Banking or Netfa\$t Internet Banking. You are advised to read this MPG carefully and keep it in a safe place as you may need to refer to it in the future.

These Terms and Conditions will govern your access to BPAY. It is therefore important that you read these Terms and Conditions carefully before you use BPAY, and retain it for future reference. Copies of this document can be made available to you on request.

### ENQUIRIES

For enquiries about BPAY please call:

Member Connect

(07) 4931 4900

If you access BPAY then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions apply to every BPAY Payment on your Account and you will be legally bound by them.

### DEFINITIONS

- **Access Method** – means a method authorised by us for your use and accepted by us as authority to make a BPAY Payment and to access your Account and includes, but is not limited to, any combination of a card, an Account number, card number, expiry date, PIN and password, but does not include a method which requires your manual signature.
- **Account/s** – means any account which we agree you may access for the purpose of effecting BPAY Payments.
- **Banking Business Day** – means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

# Member Product Guide

## Payment Services

- **Billers** – means an organisation who tells you that you can make bill payments to them through BPAY.
- **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.
- **BPAY Payment** - means a payment transacted using BPAY.
- **BPAY Pty Ltd** – means BPAY Pty Limited ABN 69 079 137 518, of Level 6, 1 York Street, Sydney, NSW 2000. Telephone: 02 8252 0500.
- **Cuscal** – means Cuscal Limited ABN 95 087 822 455, of Level 1, 1 Margaret Street, Sydney NSW 2000.
- **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.

In addition, references to:

- **"We", "us" or "our"** - are references to us, Capricornia Credit Union Ltd ABN 54 087 650 940 through which you have elected to gain access to BPAY; and
- **"You" or "your"** - are references to you, the Account holder(s) in respect of the Account from which you instruct us to make BPAY Payments.

### 1. ELECTRONIC FUNDS TRANSFER CODE OF CONDUCT

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct where the code applies to your use of BPAY.

### 2. SECURITY BREACHES

- a. We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
  - 1) you become aware of any delays or mistakes in processing your BPAY Payment;
  - 2) you did not authorise a BPAY Payment that has been made from your Account; or
  - 3) you think that you have been fraudulently induced to make a BPAY Payment.
- b. If you think that the security of your Access Method has been compromised you should notify us immediately by telephone on (07) 4931 4900 during normal business hours.
- c. If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card.
- d. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

# Member Product Guide

## Payment Services

### 3. USING BPAY

- a. We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- b. BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- c. Unless you are advised otherwise, you may use BPAY only to make payments from an approved account type – see the MPG for Savings Accounts and Term Deposits.
- d. 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.
- e. You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 3d) or if any of the information you give us is inaccurate.
- f. We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made.
- g. If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.
- h. You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.
- i. 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.

### 4. PROCESSING OF BPAY PAYMENTS

- a. A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in condition 5) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- b. We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- c. 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 clause 4g)) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
- d. A BPAY Payment is treated as received by the Biller to whom it is directed:
  - 1) on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and
  - 2) otherwise, on the next Banking Business Day after you direct us to make it. 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.
- e. Notwithstanding this, a delay may occur processing a BPAY Payment if:
  - 1) there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
  - 2) 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
  - 3) a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

# Member Product Guide

## Payment Services

- f. If we are advised that your payment cannot be processed by a Biller, we will:
  - 1) advise you of this;
  - 2) credit your Account with the amount of the BPAY Payment; and
  - 3) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- g. 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:
  - 1) 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
  - 2) 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.

### 5. FUTURE DATED PAYMENTS<sup>1</sup>

You may arrange BPAY payments up to 90 days in advance of the time for payment. If you use this option you should be aware that:

- 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<sup>2</sup>, 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 on (07) 4931 4900 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.

### 6. BPAY TRANSACTION LIMITS

- a. We may limit the amount of BPAY Payments you may make on any one day.
- b. If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions.
- c. We will advise you of all such transaction limits.

### 7. REFUSING BPAY PAYMENT DIRECTIONS

You acknowledge and agree that:

- a. We may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY; and
- b. We are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

<sup>1</sup> This is an optional facility depending on whether it is offered by us.

<sup>2</sup> Depending on whether we will permit a credit facility to be used for that purpose

# Member Product Guide

## Payment Services

### 8. ACCESS METHOD SECURITY GUIDELINES

This clause will apply if your Access Method uses a secret code such as a PIN or password. You must look after your Access Method at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.

- a. You must not write a code on, or carry it or keep a record of it with any other part of your Access Method or on or with the one article unless you have taken reasonable steps to disguise the code or prevent unauthorised access to the record.
- b. You must not select a code which represents your birth date or a recognisable part of your name. If you do use an obvious code such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the code before you notify us that the code has been misused or become known to someone else.
- c. You must not tell or show the code to anyone else (including family and friends).
- d. You must not act with extreme carelessness in failing to protect the security of the code.

In addition, you must comply with the security guidelines which apply to your Access Method.

*We recommend that you:*

- *Use care to prevent anyone seeing the details you enter to access BPAY;*
- *Change any code at regular intervals;*
- *Never reveal any code to anyone;*
- *Never write any code down; and*
- *Immediately notify us of any change of address.*

***The guidelines contained in this box provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised BPAY Payments. Liability for such payments will be determined in accordance with clause 9 of these Terms and Conditions and the Electronic Funds Transfer Code of Conduct.***

### 9. YOUR LIABILITY FOR BPAY PAYMENTS

- a. You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
- b. 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.
- c. You are not liable for losses caused by unauthorised BPAY Payments:
  - 1) where it is clear that you have not contributed to the loss;
  - 2) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - i) us;
    - ii) any organisation involved in the provision of BPAY; or
    - iii) any Biller;

# Member Product Guide

## Payment Services

- 3) relating to a forged, faulty, expired or cancelled Access Method;
  - 4) resulting from unauthorised use of the Access Method:
    - i) before you receive that Access Method; or
    - ii) after you notify us in accordance with clause 2 that your Access Method has been misused, lost or stolen or used without your authorisation; or
  - 5) that are caused by the same BPAY Payment being incorrectly debited more than once to your Account.
- d. You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
- 1) your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clauses 8a), b), c) and d);
  - 2) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method 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:
- 1) the portion of the loss that exceeds any applicable daily or periodic transaction limits;
  - 2) the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or
  - 3) all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.
- e. Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment and clause 9d) does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
- 1) \$150;
  - 2) the balance of your Account, including any prearranged credit; or
  - 3) the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (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).
- f. 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 the BPAY Terms and Conditions or acted negligently or fraudulently under this agreement.
- g. If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a 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.
- h. Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct.

## 10. REVERSALS AND CHARGEBACKS

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

This clause operates with respect of BPAY Payments sourced from credit card accounts notwithstanding any statement to the contrary contained in any credit card scheme rules.

# Member Product Guide

## Payment Services

### 11. MALFUNCTION

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment.

In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system 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.

### 12. CONSEQUENTIAL DAMAGE

- a. 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.
- b. 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.

### 13. RESOLVING ERRORS ON ACCOUNT STATEMENTS

- a. All BPAY Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited.
- b. You should check all entries on your Account statements carefully.
- c. If you believe a BPAY Payment entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
  - 1) your name, Account number and card number (if any);
  - 2) the date and amount of the BPAY Payment in question;
  - 3) the date of the Account statement in which the payment in question first appeared;
  - 4) a brief and clear explanation of why you believe the payment is unauthorised or an error.
- d. If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.
- e. Within 21 days of receipt from you of the details of your complaint, we will:
  - 1) complete our investigation and advise you in writing of the results of our investigation; or
  - 2) advise you in writing that we require further time to complete our investigation.
- f. We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- g. When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct.

# Member Product Guide

## Payment Services

- h. If you are not satisfied with our decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, for instance, contact the following dispute resolution centre:
- Credit Ombudsman Service Ltd
  - PO Box A252 Sydney South NSW 1235
  - Toll Free Call: 1800 138 422
  - Facsimile: (02) 9273 8445
  - Email: [info@cosl.com.au](mailto:info@cosl.com.au)
  - Website: [www.cosl.com.au](http://www.cosl.com.au)
- i. If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- j. If we decide that you are liable for part or all of a loss arising out of unauthorised BPAY Payment, we will:
- 1) give you copies of any documents or other evidence we relied upon in reaching this decision; and
  - 2) advise you in writing whether or not there was any system malfunction at the time of the payment complained of.
- k. If we fail to observe these procedures or the requirements of the Electronic Funds Transfer Code of Conduct when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

### 14. TRANSACTION RECORDING

It is recommended that you record all receipt numbers issued in respect of BPAY Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

### 15. TRANSACTION AND OTHER FEES

- a. We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
- 1) issuing your Access Method or any additional or replacement Access Method;
  - 2) using your Access Method;
  - 3) any BPAY Payment; or
  - 4) giving you access to BPAY; or
  - 5) any other service provided in relation to BPAY, including error corrections.
- b. We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.
- c. We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient funds in the relevant Account.

# Member Product Guide

## Payment Services

### 16. CHANGES TO TERMS AND CONDITIONS

- a. We may change these Terms and Conditions and BPAY fees and charges from time to time.
- b. We will give you at least 30 days' notice before the effective date of change if the change to the Terms and Conditions will:
  - 1) introduce a new fee or charge; or
  - 2) vary the method by which interest is calculated or the frequency with which it is debited or credited.We will notify you by written notice to you.
- c. We will give you at least 20 days' notice before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:
  - 1) increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
  - 2) increase your liability for losses; or
  - 3) impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY.We will notify you by:
  - 4) notice on or with periodic Account statements;
  - 5) direct written notice to you; or
  - 6) press advertisement in the national or local media.
- d. We will give you notice of any other changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law, by:
  - 1) notice on or with periodic Account statements;
  - 2) direct written notice to you; or
  - 3) press advertisement in the national or local media.
- e. We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations.
- f. Information on our current interest rates and fees and charges is available on request.
- g. If you do not wish your daily limit on transacted amounts via BPAY to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.
- h. BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Terms and Conditions accordingly.

### 17. CANCELLATION OF BPAY ACCESS

- a. You may cancel your access to BPAY at any time by giving us written notice.
- b. We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these Terms and Conditions or the terms and conditions of your Account.
- c. We may cancel your access to BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.
- d. If, despite the cancellation of your access to BPAY, you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.
- e. Your access to BPAY will be terminated when:
  - 1) we notify you that your Access Method or the Account with us has been cancelled;
  - 2) you close the last of your Accounts with us which has BPAY access;
  - 3) you cease to be our member; or
  - 4) you alter the authorities governing the use of your Account or Accounts with BPAY access (unless we agree otherwise).

# Member Product Guide

## Payment Services

### 18. PRIVACY

- a. We collect personal information about you for the purposes of providing our products and services to you, for processing your BPAY Payments and your use of BPAY View..
- b. If you register to use BPAY and BPAY View, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
  - 1) Billers nominated by you;
  - 2) BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
  - 3) Cuscal.
- c. You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 18b).
- d. You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 18b) by contacting them.
- e. If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment or to use BPAY View..

### 19. MISCELLANEOUS

- a. These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the terms and conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms applicable to any of your Accounts or Access Methods, these BPAY Terms and Conditions will prevail.
- b. When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with us.
- c. You agree that you will promptly notify us of any change of address.
- d. We may post all Account statements and notices to you at your registered address as provided for in our rules.

### 20. BPAY VIEW SPECIAL TERMS AND CONDITIONS

- a. BPAY View is a scheme through which you can receive or access bills or statements electronically from participating Billers nominated by you by opening an email sent to you whenever a bill or statement is received by us with a link to our Website or by accessing our Website.
- b. You need to register in order to use BPAY View. Call (07) 4931 4900 to find out how to register
- c. If you register with BPAY View, you:
  - 1) agree to our disclosing to Billers nominated by you:
    - i) 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
    - ii) that an event in clause d 2), 3), 4), 5) or 6) has occurred;
  - 2) 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;
  - 3) 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 1) above.
- d. You may receive paper bills and statements from a Biller instead of electronic bills and statements:

# Member Product Guide

## Payment Services

- 1) 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);
  - 2) if you or a Biller de-register from BPAY View;
  - 3) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
  - 4) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
  - 5) if we are aware that you are unable to access your email or our Website or a link to a bill or statement for any reason; or
  - 6) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.
- e. You agree that when using BPAY View:
- 1) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
    - i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
    - ii) at the email address nominated by you;
  - 2) if you receive notification on our Website without an email then that bill or statement is received by you:
    - i) when a notification is posted on our Website, whether or not you choose to access our Website; and
    - ii) at our Website;
  - 3) 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;
  - 4) you will contact the Biller direct if you have any queries in relation to bills or statements.
- f. You must:
- 1) check your emails or our Website at least weekly;
  - 2) tell us if your contact details (including email address) change;
  - 3) 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
  - 4) ensure your mailbox can receive email notifications (eg it has sufficient storage space available).
- g. **BPAY View Billing Errors**
- 1) For the purposes of this clause g, a BPAY View billing error means any of the following:  
If you have successfully registered with BPAY View:
    - i) failure to give you a bill (other than because you failed to view an available bill);
    - ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
    - iii) giving a bill to the wrong person;
    - iv) giving a bill with incorrect details;  
If your BPAY View deregistration has failed for any reason:
    - v) giving you a bill if you have unsuccessfully attempted to deregister from BPAY View.
  - 2) You agree that if a billing error occurs:
    - i) You must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and

# Member Product Guide

## Payment Services

- ii) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.
- iii) You agree that for the purposes of this clause you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

### **VISA Debit Card Conditions of Use**

These Conditions of Use take effect on and from 21<sup>st</sup> September 2009 except as otherwise advised in writing and replace all VISA Debit Card Conditions of Use previously issued.

These Conditions of Use govern the use of the VISA card to access your Linked Account(s). We will process the value of all transactions, and any fees and charges, to your Linked Account(s). Each such transaction will be governed by these Conditions of Use and by the Terms and Conditions for the relevant Linked Account.

You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request.

### **ENQUIRIES**

If you would like any further information about the VISA card please contact us.

**Capricornia Credit Union Ltd**

**ABN: 54 087 650 940**

**Australian Financial Services Licence Number: 246780**

**Member Connect (07) 4931 4900**

You should follow the guidelines in the box below to protect against unauthorised use of the VISA card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with clause 15 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.

#### ***Guidelines for Ensuring the Security of the VISA Card and PIN***

*Sign the VISA card as soon as you receive it;*

*Keep the VISA card in a safe place;*

*If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name;*

*Never write the PIN on the VISA card;*

*Never write the PIN on anything which is kept with or near the VISA card;*

*Never lend the VISA card to anybody;*

*Never tell or show the PIN to another person;*

*Use care to prevent anyone seeing the VISA card number and PIN being entered at Electronic Equipment;*

*Immediately report the loss, theft or unauthorised use of the VISA card to us or to the VISA Card Hotline;*

*Keep a record of the VISA card number and the VISA Card Hotline telephone number for your area with your usual list of emergency telephone numbers;*

*Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the VISA card has been used without your authority; and*

*Immediately notify us of any change of address.*

# Member Product Guide

## Payment Services

### INTRODUCTION

These Conditions of Use govern use of the VISA card to access your Linked Account(s) at Capricornia. Each transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to your Linked Account(s), these Conditions of Use shall prevail.

### DEFINITIONS

In these Conditions of Use:

- **Card Details** - means the information provided on the card and includes, but is not limited to, the card number and expiry date.
- **Cuscal** - means Cuscal Limited.
- **Day** - means a 24 hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.
- **EFT System** - means the shared system under which EFT Transactions are processed.
- **EFT Terminal** - means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with a VISA card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.
- **EFT Transaction** - means an electronic funds transfer instructed by you or your Nominee through Electronic Equipment using a VISA card and/or PIN or card details but not requiring a manual signature.
- **Electronic Equipment** - includes, but is not limited to, a computer, television, telephone and an EFT Terminal.
- **Linked Account** - means your account(s) which you link to a VISA card, and includes any overdraft or line of credit which you may attach to your Linked Account.
- **Merchant** - means a retailer or any other provider of goods or services.
- **Nominee** - means any person nominated by you to whom we have issued an additional VISA card to access your Linked Account(s).
- **PIN** - means the personal identification number issued to you or a Nominee by us for use with a VISA card when giving an instruction through Electronic Equipment.
- **VISA card** - means the VISA card issued to you or a Nominee by us.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

In addition, references to:

- “**We**”, “**us**” or “**our**” are references to us, Capricornia Credit Union Ltd; and
- “**You**” or “**your**” are references to you, the Account Holder(s).

### 1. CODES OF CONDUCT

- a. We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.
- b. The relevant provisions of the Mutual Banking Code of Practice apply to these Conditions of Use.

# Member Product Guide

## Payment Services

### 2. SIGNING THE VISA CARD

You agree to sign your VISA card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your VISA card.

You must ensure that your Nominee signs the VISA card issued to them immediately upon receiving it and before using it.

### 3. PROTECTING THE PIN

- a. We will provide a PIN to use the VISA card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the VISA card.
- b. You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- c. If you change the PIN, you must not select a PIN which 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 before notification to us that the PIN has been misused or has become known to someone else.
- d. Do not record the PIN on the VISA card or keep a record of the PIN on anything which is kept with or near the VISA card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

### 4. USING THE VISA CARD

- a. The VISA card may only be used to perform transactions on your Linked Account(s). We will advise you of the accounts, including any credit facility, which you may link to the VISA card.
- b. We will debit your Linked Account(s) with the value of all transactions, including sales and cash advance vouchers arising from the use of the VISA card (including all mail or telephone orders placed by quoting the VISA card number) and all other EFT Transactions, or credit your Linked Account(s) with the value of all deposit transactions at EFT Terminals.
- c. We will advise you from time to time:
  - 1) what EFT Transactions may be performed using the VISA card; and
  - 2) what EFT Terminals of other financial institutions may be used.
- d. Transactions will not necessarily be processed to your Linked Account on the same Day.

### 5. USING THE VISA CARD OUTSIDE AUSTRALIA

- a. Use of the VISA card outside Australia must comply with any exchange control requirements.
- b. All transactions made overseas on the VISA card 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).
- c. All transactions made overseas on the VISA card are subject to a currency conversion fee equal to 2% of the value of the transaction and payable to Cuscal, the principal member of VISA International under which we can provide you with the VISA card. The amount of this currency conversion fee is subject to change from time to time and we will advise you in advance of any such change.

# Member Product Guide

## Payment Services

- d. Some overseas Merchants and EFT Terminals charge a surcharge for making an EFT Transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- e. Before travelling overseas, you or your Nominee should consult us to obtain the VISA Card Hotline number for your country of destination. You should use the VISA Card Hotline if any of the circumstances described in clause 16 apply.
- f. A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

### 6. WITHDRAWAL AND TRANSACTION LIMITS

- a. You agree that the VISA card will not be used to:
  - 1) overdraw any of your Linked Account(s); or
  - 2) exceed the unused portion of your credit limit under any pre-arranged credit facility such as line of credit or overdraft.
- b. If clause 6a) is breached, we may:
  - 1) dishonour any payment instruction given; and
  - 2) charge you an administrative fee as advised to you from time to time.
- c. We may at any time limit the amount of an EFT Transaction. We will advise you of any such daily or periodic transaction limits in the Product Schedule which forms part of the MPG for the VISA card.
- d. You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

### 7. AUTHORISATIONS

You acknowledge and agree that:

- a. We have the right to deny authorisation for any EFT Transaction for any reason; 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 such refusal.

### 8. DEPOSITS AT EFT TERMINALS

- a. Any deposit you make at an EFT Terminal will not be available for you to draw against until your deposit has been accepted by us.
- b. Cheques will not be available to draw against until cleared.
- c. Your deposit is accepted once we have verified it in the following way:
  - 1) your deposit envelope will be opened in the presence of any two persons authorised by us;
  - 2) should the amount you record differ from the amount counted in the envelope, we may correct your record to the amount counted;
  - 3) our count is conclusive in the absence of manifest error or fraud; and
  - 4) we will notify you of any correction.

# Member Product Guide

## Payment Services

- d. 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 Linked Account.
- e. We are responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to our verification of the amount you deposit).

### 9. ACCOUNT STATEMENTS

- a. We will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.
- b. In respect of any Linked Accounts which have a pre-arranged credit facility attached such as line of credit or overdraft, we will send you an account statement monthly.
- c. You may request a copy of your account statement at any time.
- d. We may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

### 10. TRANSACTION SLIPS AND RECEIPTS

It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an EFT Transaction, as well as copies of all sales and cash advance vouchers, to assist in checking EFT Transactions against your statements.

### 11. ADDITIONAL CARDS

- a. You may authorise us, if we agree, to issue an additional VISA card to your Nominee provided this person is over the age of 18 (unless we agree to a younger age).
- b. You will be liable for all transactions carried out by your Nominee on the VISA card.
- c. We will give each Nominee a PIN.
- d. Your Nominee's use of the VISA card and PIN is governed by the Conditions of Use.
- e. You must ensure that each Nominee protects their VISA card and PIN in the same way as these Conditions of Use require you to protect your VISA card and PIN.

### 12. RENEWAL OF THE VISA CARD

- a. Unless you are in breach of these Conditions of Use or we deem otherwise for the security of the EFT System or individual accounts, we will automatically provide you and your Nominee with a replacement VISA card before the expiry date of the current VISA card or additional VISA card.
- b. If you do not wish to receive a replacement VISA card, either for yourself or for your Nominee, you must notify us before the expiration date of the current VISA card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement VISA card.

### 13. CANCELLATION AND RETURN OF THE VISA CARD

- a. The VISA card always remains our property.
- b. We can immediately cancel the VISA card and demand its return at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of your Linked Accounts, including capture of the VISA card at any EFT Terminal.

# Member Product Guide

## Payment Services

- c. We may, at any time, cancel the VISA card for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- d. You may cancel your VISA card or any VISA card issued to your Nominee at any time by giving us written notice.
- e. If you or we cancel the VISA card issued to you, any VISA card issued to your Nominee(s) will also be cancelled.
- f. You will be liable for any transactions you or your Nominee make using the VISA card before the VISA card is cancelled but which are not posted to your Linked Account until after cancellation of the VISA card.
- g. You must return your VISA card and any VISA card issued to your Nominee to us when:
  - 1) we notify you that we have cancelled the VISA card;
  - 2) you close your Linked Account(s);
  - 3) you cease to be a "Member" as defined in our Constitution;
  - 4) you cancel your VISA card, any VISA card issued to your Nominee, or both; or
  - 5) you alter the authorities governing the use of your Linked Account(s) unless we agree otherwise.

### **14. USE AFTER CANCELLATION OR EXPIRY OF THE VISA CARD**

- a. You must not use the VISA card or allow your Nominee to use the VISA card:
  - 1) before the valid date or after the expiration date shown on the face of the VISA card; or
  - 2) after the VISA card has been cancelled.
- b. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account(s).

### **15. YOUR LIABILITY IN CASE THE VISA CARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE**

- a. You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph b below apply.
- b. You are not liable for losses:
  - 1) where it is clear that you and your Nominee have not contributed to the loss;
  - 2) 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
    - iii) any Merchant;relating to a forged, faulty, expired or cancelled VISA card or PIN;
  - 3) that are caused by the same transaction being incorrectly debited more than once to the same account;
  - 4) that would exceed the amount of your liability to us had we exercised our rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations; or
  - 5) resulting from unauthorised use of the VISA card or PIN:

# Member Product Guide

## Payment Services

- i) in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the VISA card;
    - ii) in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
    - iii) in either case, after notification to us in accordance with clause 16 that the VISA card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
  - c. You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the VISA card or PIN if the loss occurs before notification to us or the VISA Card Hotline that the VISA card has been misused, lost or stolen or the PIN has become known to someone else and if we prove, on the balance of probabilities, that you or your Nominee contributed to the loss through:
    - 1) fraud, failure to look after and keep the PIN secure in accordance with clauses 3b), c) and d), or extreme carelessness in failing to protect the security of the PIN; or
    - 2) unreasonably delaying in notifying us or the VISA Card Hotline of the misuse, loss or theft of the VISA card or of the PIN becoming known to someone else and the loss occurs between the time you or your Nominee did, or reasonably should have, become aware of these matters and the time of notification to us or the VISA Card Hotline.
- However, you will not be liable for:
- 3) the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
  - 4) the portion of the loss on any Linked Account which exceeds the balance of that Linked Account (including any prearranged credit); or
  - 5) all losses incurred on any account which you had not agreed with us could be accessed using the VISA card and PIN.
- d. Where a PIN was required to perform the unauthorised transaction and clause 15c) does not apply, your liability for any loss of funds arising from an unauthorised transaction using the VISA card, if the loss occurs before notification to us or the VISA Card Hotline that the VISA card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
    - 1) \$150;
    - 2) the actual loss at the time of notification to us or the VISA Card Hotline of the misuse, loss or theft of the VISA card, or of the PIN 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 VISA card or your Linked Account); or
    - 3) the balance of your Linked Account, including any prearranged credit.
  - e. 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 us or the VISA Card Hotline of the unauthorised use, up to your current daily withdrawal limit.
  - f. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

### **16. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE VISA CARD OR PIN**

- a. If you or your Nominee believe the VISA card has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact us (if during business hours) or the VISA Card Hotline at any time on its emergency number detailed in the box below.

# Member Product Guide

## Payment Services

- b. The VISA Card Hotline or we will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting us or the VISA Card Hotline.
- c. When contacting the VISA Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at our office.
- d. The VISA Card Hotline is available 24 hours a day, 7 days a week.
- e. If the VISA Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business hours. We will be liable for any losses arising because the VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours.
- f. If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you or your Nominee must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:
  - 1) with us by telephone or priority paid mail as soon as possible; or
  - 2) by telephoning the VISA Card Hotline number for the country you are in, which you must obtain from us prior to your departure in accordance with clause 5f) of these Conditions of Use.

### **VISA CARD HOTLINE**

*Australia Wide Toll Free*

*1800 224 004*

*Sydney Metropolitan Area*

*9959 7480*

## **17. STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED EFT TRANSACTIONS**

- a. If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify us. Later, but as soon as you can, you must give us the following information:
  - 1) your name, account number and VISA card number;
  - 2) the error or the transaction you are unsure about;
  - 3) a copy of the periodical statement in which the unauthorised transaction or error first appeared;
  - 4) an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error, and
  - 5) the dollar amount of the suspected error.If your complaint concerns the authorisation of a transaction, we may ask you or your Nominee to provide further information.
- b. We will investigate your complaint, and if we are unable to settle your complaint immediately to your and its satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c. Within 21 Days of receipt from you of the details of your complaint we will:
  - 1) complete our investigation and advise you in writing of the results of our investigation; or

# Member Product Guide

## Payment Services

2) advise you in writing that we require further time to complete our investigation.

We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.

- d. If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- e. If your complaint has not been resolved within 120 Days of receipt of the details of your complaint, we will resolve the complaint in your favour.
- f. If we find that an error was made, we will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- g. When we advise you of the outcome of our investigations, we will notify you in writing of the reasons for our decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments we have made to your Linked Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Credit Ombudsman Service Limited or any other dispute resolution body which we may advise from time to time. The Credit Ombudsman Service Limited's contact details are:

*Credit Ombudsman Service Limited*  
*PO Box A252*  
*Sydney South NSW 1235*  
*Toll Free Call: 1800 138 422*  
*Facsimile: (02) 9273 8445*  
*Email: info@cosl.com.au*  
*Website: www.cosl.com.au*

- h. If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the VISA card or PIN, we will:
  - 1) give you copies of any documents or other evidence it relied upon; and
  - 2) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- i. If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

### **18. TRANSACTION AND OTHER FEES**

- a. We will advise you whether we charge a fee, and the amount of such fee, for:
  - 1) any transactions;
  - 2) issuing the VISA card or any additional or replacement VISA cards;
  - 3) using the VISA card;
  - 4) issuing the PIN or any additional or replacement PIN;
  - 5) using the PIN;
  - 6) issuing account statements; or
- b. Any other service provided in relation to the VISA card. We will also advise you whether we will debit any of your Linked Accounts with Government charges, duties or taxes arising out of any transaction.

# Member Product Guide

## Payment Services

- c. The fees and charges payable in respect of the VISA card are set out in the Schedule of Fees which forms a part of the MPG for the VISA card.

### 19. EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS

- a. We do not warrant that Merchants displaying VISA signs or promotional material will accept the VISA card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- b. We do not accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the VISA card. We do not warrant that EFT Terminals displaying VISA signs or promotional material will accept the VISA card.
- c. We are not responsible for any defects in the goods and services acquired by you 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.

### 20. MALFUNCTION

- a. You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.
- b. If an EFT Terminal malfunctions and you or your Nominee should have been aware that the EFT Terminal was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

### 21. CHANGES TO CONDITIONS OF USE

- a. We reserve the right to change these Conditions of Use from time to time.
- b. We will notify you in writing at least 30 Days before the effective date of change if we will:
- 1) impose or increase any fees or charges for the VISA card ;
  - 2) increase your liability for losses; or
  - 3) impose, remove or adjust daily or other periodic transaction limits applying to the use of the VISA card, PIN, your Linked Account(s) or Electronic Equipment.
- c. We will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- d. We are not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT System or individual accounts.
- e. When the VISA card is used after notification of any such changes, you accept those changes and use of the VISA card shall be subject to those changes.

### 22. PRIVACY AND CONFIDENTIALITY

We collect personal information about you or your Nominee for the purposes of providing our products and services to you. We may disclose that personal information to others in order to execute any instructions, where we reasonably consider it necessary for the provision of the VISA card or the administration of your Linked Account(s), or if it is required by law.

You represent that, in supplying us with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.

# Member Product Guide

## Payment Services

You and your Nominee may have access to the personal information we hold about each of you at any time by asking us.

For more details of how we handle personal information, refer to our Privacy Policy.

### 23. MISCELLANEOUS

- a. You agree that you will promptly notify us of any change of address for the mailing of any notifications which we are required to send to you.
- b. We may post all statements and notices to you at your registered address as provided for in our records.
- c. If the VISA card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA card.

### 24. CHARGEBACKS

As a VISA card holder you have rights under the rules of VISA debit card scheme to dispute VISA debit card transactions. If you believe a purchase was not properly authorised or processed, or there is some other problem, you may have a right to recover the amount of the purchase under the scheme's 'Chargeback Rules'. Each scheme has a dispute resolution process in its operating rules. This process outlines various circumstances and timeframes which you, as a VISA debit card holder, can dispute transactions by asking us to 'charge back' the transaction to the merchant who processed it. This process is called the 'Chargeback' process. If your claim fits within the Chargeback Rules and you have notified us within the set timeframes, we will charge back the transaction as quickly and efficiently as possible. Please remember that disputed transactions can take some time to resolve. However, we will always let you know as soon as possible once we have been advised of the outcome. If your charge back is successful we will credit the disputed amount back to your account. You can always contact us for updates on the progress of a charge back request.

### rediCARD Conditions of Use

These Conditions of Use take effect on and from 21<sup>st</sup> September 2009 except as otherwise advised in writing and replace all rediCARD Conditions of Use previously issued.

These Conditions of Use govern the use of the rediCARD to access your Linked Account(s). We will process the value of all transactions, and any fees and charges, to your Linked Account(s). Each such transaction will be governed by these Conditions of Use and by the Terms and Conditions for the relevant Linked Account.

You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request.

### ENQUIRIES

If you would like any further information about the rediCARD please contact us.

Member Connect (07) 4931 4900

You should follow the guidelines in the box below to protect against unauthorised use of the rediCARD and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined

# Member Product Guide

## Payment Services

in accordance with clause 11 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.

### **Guidelines for Ensuring the Security of the rediCARD and PIN**

*Sign the rediCARD as soon as you receive it;*

*Keep the rediCARD in a safe place;*

*If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name;*

*Never write the PIN on the rediCARD;*

*Never write the PIN on anything that is kept with or near the rediCARD;*

*Never lend the rediCARD to anybody;*

*Never tell or show the PIN to another person;*

*Use care to prevent anyone seeing the rediCARD number and PIN being entered at Electronic Equipment;*

*Immediately report the loss, theft or unauthorised use of the rediCARD to us or to the rediCARD HOTLINE;*

*Keep a record of the rediCARD number and the rediCARD HOTLINE telephone number for your area with your usual list of emergency telephone numbers;*

*Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the rediCARD has been used without your authority; and*

*Immediately notify us of any change of address.*

## INTRODUCTION

These Conditions of Use govern use of the rediCARD to access your Linked Account(s). Each transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to any of your Linked Accounts, these Conditions of Use shall prevail.

These Conditions of Use apply when the rediCARD is used to carry out an EFT Transaction.

We may attach other services to the rediCARD. Please contact us for details.

In accepting a rediCARD from us you are obliged to comply with these Conditions of Use.

## DEFINITIONS

In these Conditions of Use:

- **Day** - means a 24-hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.
- **EFT System** - means the shared system under which EFT Transactions are processed.
- **EFT Terminal** - means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with a rediCARD and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.
- **EFT Transaction** - means an electronic funds transfer instructed by you or your Nominee through Electronic Equipment using a rediCARD and PIN but not requiring a manual signature.

# Member Product Guide

## Payment Services

- **Electronic Equipment** - includes, but is not limited to, a computer, television, telephone and an EFT Terminal.
- **Linked Account** - means your account(s) which you link to a rediCARD, and includes any overdraft or line of credit which you may attach to your Linked Account.
- **Merchant** - means a retailer or any other provider of goods or services.
- **Nominee** - means any person nominated by you to whom we have issued an additional rediCARD to access your Linked Account(s).
- **PIN** - means the personal identification number issued to you or a Nominee by us for use with a rediCARD when giving an instruction through Electronic Equipment.
- **rediCARD** - means the rediCARD issued to you or a Nominee by us.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

In addition, references to:

- **“We”, “us” or “our”** are references to us, Capricornia Credit Union Ltd ABN 54 087 650 940; and
- **“You” or “your”** are references to you, the Account Holder(s).

### 1. CODES OF CONDUCT

- a. We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.
- b. The relevant provisions of the Mutual Banking Code of Practice apply to these Conditions of Use.

### 2. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE rediCARD OR PIN

- a. If you or your Nominee believe the rediCARD has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact us during business hours or the rediCARD HOTLINE at any time on its emergency number detailed in the box below. You or your Nominee must provide the following information when making such notification to us or the rediCARD HOTLINE:
  - 1) the rediCARD number;
  - 2) our name; and
  - 3) any other personal information you or your Nominee is asked to provide to assist in identifying you and the rediCARD.
- b. The rediCARD HOTLINE or we will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting us or the rediCARD HOTLINE.
- c. When contacting the rediCARD HOTLINE, you or your Nominee should confirm the loss or theft as soon as possible at our office.
- d. The rediCARD HOTLINE is available 24 hours a day, 7 days a week.
- e. If the rediCARD HOTLINE is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business hours. We will be liable for any losses arising because the rediCARD HOTLINE is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours.

# Member Product Guide

## Payment Services

*rediCARD HOTLINE*  
*Australia wide toll free*  
*1800 224 004*  
*Sydney Metropolitan Area*  
*9959 7480*  
*From Overseas*  
*+61 2 9959 7480*

### 3. SINGING THE rediCARD

You and your nominee agree to sign the rediCARD immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the rediCARD.

### 4. PROTECTING THE PIN

- a. We will provide a PIN to use the rediCARD with Electronic Equipment. You agree to protect the PIN as a means of preventing fraudulent or unauthorised use of the rediCARD.
- b. You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- c. If you change the PIN, you must not select a PIN 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 before notification to us that the PIN has been misused or has become known to someone else.
- d. You must not record the PIN on the rediCARD or keep a record of the PIN on anything, which is kept with or near the rediCARD unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

### 5. USING THE rediCARD

- a. We will advise you from time to time:
  - 1) what EFT Transactions may be performed using the rediCARD; and
  - 2) what EFT Terminals of other financial institutions may be used.We do not warrant that Merchants or EFT Terminals displaying rediCARD signs or promotional material will accept the rediCARD. We do not accept any responsibility should a Merchant or EFT Terminal displaying rediCARD signs or promotional material refuse to accept or honour a rediCARD, or should a Merchant or other financial institution impose additional restrictions on the use of the rediCARD.
- b. The rediCARD may only be used to perform transactions on your Linked Account(s). We will advise you of:
  - 1) the accounts which you may link to the rediCARD; and
  - 2) any credit facility which you may link to your Linked Account(s).
- c. We will debit your Linked Account(s) with the value of all withdrawal EFT Transactions and credit your account with the value of all deposit EFT Transactions.
- d. If a Linked Account is in the name of more than one person, then each party to that account will be jointly and severally liable for all EFT transactions on that account.
- e. Transactions will not necessarily be processed to your Linked Account on the same Day.

# Member Product Guide

## Payment Services

- f. You will continue to be liable to us for the value of any EFT Transaction occurring after you have closed your Linked Account(s) or after you have resigned from “Membership” as defined in our Constitution.

### 6. USING THE CARD OUTSIDE AUSTRALIA

**NOTE: This clause will not apply to all rediCARDS.** This clause will only apply where we have the rediCARD PLUS facility in place to allow your rediCARD to be used overseas.

- a. All transactions made overseas on the 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).
- b. All transactions made overseas on the rediCARD are subject to a conversion fee equal to 2% of the value of the transaction and payable to CUSCAL, the principal member of VISA International under which we can provide you with the overseas functionality of your rediCARD. The amount of this conversion fee is subject to change from time to time and we will advise you in advance of any such change.
- c. You may be charged a surcharge for making an EFT Transaction using an EFT Terminal overseas. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- d. You should use the rediCARD HOTLINE if any of the circumstances described in clause 2 apply.

A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

### 7. ADDITIONAL CARDS

- a. You may authorise us, if we agree, to issue an additional rediCARD to your Nominee provided this person is over the age of 18 (unless we agree to a younger age).
- b. You will be liable for all transactions carried out by your Nominee on the rediCARD.
- c. We will give each Nominee a PIN.
- d. Your Nominee’s use of the rediCARD and PIN is governed by the Conditions of Use.
- e. You must ensure that each Nominee protects their rediCARD and PIN in the same way as these Conditions of Use require you to protect your rediCARD and PIN.

### 8. WITHDRAWAL AND TRANSACTION LIMITS

- a. You agree that the rediCARD will NOT be used to:
  - 1) overdraw any of your Linked Account(s); or
  - 2) exceed the unused portion of your credit limit under any prearranged credit facility such as a line of credit or overdraft linked to your Linked Account(s).
- b. If clause 8a) is breached, we may:
  - 1) dishonour any payment instruction given; and
  - 2) charge you an administrative fee as advised to you from time to time.

# Member Product Guide

## Payment Services

- c. We may limit the amount of an EFT Transaction and will advise you of any such daily or periodic transaction limits. We may vary the transaction limit from time to time and will advise you of such a change.
- d. You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

### 9. AUTHORISATIONS

You acknowledge and agree that:

- a. We have the right to deny authorisation for any EFT Transaction for any reason; 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 such refusal.

### 10. DEPOSITS AT EFT TERMINALS

- a. Any deposit you make at an EFT Terminal will not be available for you to draw against until your deposit has been accepted by us.
- b. Cheques will not be available to draw against until cleared.
- c. Your deposit is accepted once we have certified it in the following way:
  - 1) your deposit envelope will be opened in the presence of any two persons authorised by us;
  - 2) should the amount you record differ from the amount counted in the envelope, we may correct your record to the amount counted;
  - 3) our count is conclusive in the absence of manifest error or fraud; and
  - 4) we will notify you of any correction.
- d. 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 Linked Account.
- e. We are responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to our verification of the amount you deposit).

### 11. YOUR LIABILITY IN CASE THE rediCARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE

- a. You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph b below apply.
- b. You are not liable for losses;
  - 1) where it is clear that you and your Nominee have not contributed to the loss;
  - 2) 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
    - iii) any Merchant; relating to a forged, faulty, expired or cancelled rediCARD or PIN;
  - 3) that are caused by the same transaction being incorrectly debited more than once to the same account;
  - 4) resulting from unauthorised use of the rediCARD or PIN:

# Member Product Guide

## Payment Services

- i) in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the rediCARD;
  - ii) in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
  - iii) in either case, after notification to us or the rediCARD HOTLINE in accordance with clause 2 that the rediCARD is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
- c. You will be liable for any loss of funds arising from any unauthorized EFT Transaction using the rediCARD or PIN if the loss occurs before notification to us or the rediCARD HOTLINE that the rediCARD has been misused, lost or stolen or the PIN has become known to someone else and if we prove, on the balance of probabilities, that you or your Nominee contributed to the loss through:
  - 1) fraud, failure to look after and keep the PIN secure in accordance with clauses 4b), c) or d), or extreme carelessness in failing to protect the security of the PIN; or
  - 2) unreasonably delaying in notifying us or the rediCARD HOTLINE of the misuse, loss or theft of the rediCARD or of the PIN becoming known to someone else and the loss occurs between the time you or your Nominee did, or reasonably should have, become aware of these matters and the time of notification to us or the rediCARD HOTLINE.However, you will not be liable for:
  - 3) the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
  - 4) the portion of the loss on any Linked Account which exceeds the balance of that Linked Account (including any prearranged credit); or
  - 5) all losses incurred on any account which you had not agreed with us could be accessed using the rediCARD and PIN.
- d. Where a PIN was required to perform the unauthorised EFT Transaction and clause 11c) does not apply, your liability for any loss of funds arising from an unauthorised EFT Transaction using the rediCARD, if the loss occurs before notification to us or the rediCARD HOTLINE that the rediCARD has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
  - 1) \$150;
  - 2) the actual loss at the time of notification to us or the rediCARD HOTLINE of the misuse, loss or theft of the rediCARD, or of the PIN 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 rediCARD or your Linked Account); or
  - 3) the balance of your Linked Account, including any prearranged credit.
- e. If, in cases not involving EFT Transactions, the rediCARD and PIN are used without authority, you are liable for that use before notification to us or the rediCARD HOTLINE of the unauthorised use, up to your current daily withdrawal limit.
- f. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

## **12. STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED EFT TRANSACTIONS**

If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorized use or errors, immediately notify us. We are solely responsible for resolving your complaint. Later, but as soon as you can, you must give us the following information:

# Member Product Guide

## Payment Services

- 1) your name, account number and rediCARD number;
  - 2) the error or the transaction you are unsure about;
  - 3) a copy of the periodical statement in which the unauthorised transaction or error first appeared;
  - 4) an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error, and
  - 5) the dollar amount of the suspected error. If your complaint concerns the authorisation of an EFT Transaction, we may ask you or your Nominee to provide further information.
- a. We will investigate your complaint, and if we are unable to settle your complaint immediately to your and its satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- b. Within 21 Days of receipt from you of the details of your complaint, we will:
- 1) complete our investigations and advise you in writing of the results of our investigations; or
  - 2) advise you in writing that we require further time to complete our investigation.
- We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- c. If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- d. If your complaint has not been resolved within 120 Days of receipt of the details of your complaint, we will resolve the complaint in your favour.
- e. If we find that an error was made, we will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- f. When we advise you of the outcome of our investigation, we will notify you in writing of the reasons for our decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments we have made to your Linked Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Credit Ombudsman Service Limited or any other dispute resolution body that we may advise from time to time. The Credit Ombudsman Service Limited's contact details are:
- Credit Ombudsman Service Limited*  
*PO Box A252*  
*Sydney South NSW 1235*  
*Toll Free Call: 1800 138 422*  
*Facsimile: (02) 9273 8445*  
*Email: info@cosl.com.au*  
*Website: www.cosl.com.au*
- g. If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the rediCARD or PIN, we will:
- 1) give you copies of any documents or other evidence we relied upon; and
  - 2) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- h. If we fail to carry out these procedures or causes unreasonable delay in resolving your complaint, we may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

# Member Product Guide

## Payment Services

### 13. MALFUNCTION

You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.

If an EFT Terminal malfunctions and you or your Nominee should have been aware that the EFT Terminal was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

### 14. TRANSACTION SLIPS AND RECEIPTS

It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an EFT Transaction, as well as copies of all sales vouchers to assist in checking EFT Transactions against your statements.

### 15. TRANSACTION AND OTHER FEES

- a. We will advise you whether we charge a fee, and the amount of such fee, for:
  - 1) any transactions;
  - 2) issuing the rediCARD or any additional or replacement rediCARD;
  - 3) using the rediCARD;
  - 4) issuing the PIN or any additional or replacement PIN;
  - 5) using the PIN; or
  - 6) any other service provided in relation to the rediCARD.
- b. We will also advise you whether we will debit any of your Linked Accounts with Government charges, duties or taxes arising out of an EFT Transaction.
- c. The fees and charges payable in respect of the rediCARD are set out in the Schedule of Fees, which forms part of the MPG for the rediCARD.

### 16. CHANGES TO CONDITIONS OF USE

- a. We may change these Conditions of Use from time to time.
- b. We will notify you in writing at least 30 Days before the effective date of change if we will:
  - 1) impose or increase any fees or charges for the rediCARD;
  - 2) increase your liability for losses; or
  - 3) impose, remove or adjust daily or other periodic transaction limits applying to the use of the rediCARD, PIN, your Linked Account(s) or Electronic Equipment.
- c. If you do not wish your daily withdrawal limit to be increased you should notify us.
- d. We will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- e. We are not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT System or individual accounts.

# Member Product Guide

## Payment Services

- f. When the rediCARD is used after notification of any such changes, you accept those changes and use of the rediCARD shall be subject to those changes.

### 17. ACCOUNT STATEMENTS

- a. We will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.
- b. For any Linked Accounts which have a pre-arranged credit facility attached such as a line of credit or overdraft, we will send you an account statement monthly.
- c. You may request a copy of your account statement at any time.
- d. We may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements. You will be advised of the amount of this fee at the time of your request.

### 18. CANCELLATION AND RETURN OF THE rediCARD

- a. The rediCARD always remains our property.
- b. We can immediately cancel the rediCARD and demand its return or destruction at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of your Linked Accounts, including by capture of the rediCARD at any EFT Terminal.
- c. We may, at any time, cancel the rediCARD for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- d. You may cancel your rediCARD or any additional rediCARD issued to your Nominee at any time by giving us written notice.
- e. If you or we cancel the rediCARD issued to you, any additional rediCARD issued to your Nominee(s) will also be cancelled.
- f. You will be liable for any transactions you or your Nominee make using the rediCARD before the rediCARD is cancelled but which are not posted to your Linked Account until after cancellation of the rediCARD.
- g. You must return your rediCARD and any additional rediCARD issued to your Nominee to us when:
- 1) we notify you that we have cancelled the rediCARD;
  - 2) you close your Linked Account(s);
  - 3) you cease to be a "Member" as defined in our Constitution;
  - 4) you cancel your rediCARD, any additional rediCARD issued to your Nominee, or both; or
  - 5) you alter the authorities governing the use of your Linked Account(s), unless we agree otherwise.

### 19. USE AFTER CANCELLATION OR EXPIRY OF THE rediCARD

- a. You must not use the rediCARD or allow your Nominee to use the rediCARD:
- 1) before the valid date or after the expiration date shown on the face of the rediCARD; or
  - 2) after the rediCARD has been cancelled.
- b. You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account(s).

# Member Product Guide

## Payment Services

### 20. PRIVACY AND CONFIDENTIALITY

We collect personal information about you or your Nominee for the purposes of providing our products and services to you. We may disclose that personal information to others in order to execute your instructions, where we reasonably consider it necessary for the provision of the rediCARD or the administration of your Linked Account(s), or if it is required by law.

You represent that, in supplying us with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.

You and your Nominee may have access to the personal information we hold about each of you at any time by asking us. For more details of how we handle personal information, you should refer to our Privacy Policy.

### 21. MISCELLANEOUS

- a. You agree that you will promptly notify us of any change of address for the mailing of account statements or notices that we are required to send to you.
- b. We may post all account statements and notices to you at your registered address as provided for in our records.

## Member Cheque Facility – Terms and Conditions

The terms and conditions contained in this Member Cheque Facility Member Product Guide (“MPG”) govern use of the Member Cheque Facility to access your linked Account(s). Each transaction on your Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between the terms and conditions contained in this Member Cheque Facility MPG and the terms applicable to your Account(s), the terms and conditions contained in this Member Cheque Facility MPG shall prevail.

This Member Cheque Facility MPG takes effect on and from 21<sup>st</sup> September 2009 except as otherwise advised in writing and replaces all previously issued Member Cheque Facility Terms and Conditions.

You should read this document carefully and retain it for future reference.

A copy of this document can be made available to you on request. If you would like any further information about the Member Cheque Facility please contact:

Member Connect

(07) 4931 4900

#### **INFORMATION ABOUT THE MUTUAL BANKING CODE OF PRACTICE**

*The relevant provisions of the Mutual Banking Code of Practice apply to this product or service.*

### FEATURES AND BENEFITS

The Member Cheque Facility is a non cash payment facility. It can be used to perform transactions on your Accounts by drawing cheques to make payments for goods or services.

### RISKS

If not properly safeguarded cheques may be the subject of unauthorised use or alteration for which you may be liable.

# Member Product Guide

## Payment Services

For ways in which you can minimise the risk of unauthorised use or alteration of your cheques please read clauses 2b) and c) of this Member Cheque Facility MPG.

### DEFINITIONS

The terms listed below, when they are capitalised, shall have the meaning given to them in this clause.

- **Available Balance** - includes the credit balance in your Account and any unused overdraft or other agreed credit facility made available for your Account. The Available Balance does not include:
  - a. deposits received but uncleared in accordance with our policy;
  - b. interest accrued but not credited; or
  - c. deposits in transit.
- **Cuscal** - means Cuscal Limited, a company associated with us and with whom we have an arrangement that enables the operation of this Member Cheque Facility.
- **Day** - means a day we are open for business.
- **Account** - means the account you hold with us and to which this Member Cheque Facility is linked.

In addition, references to:

- “**We**”, “**us**” or “**our**” are references to us, Capricornia Credit Union Ltd ABN 54 087 650 940; and
- “**You**” or “**your**” are references to you, the Account Holder(s).

### 1. FEES AND CHARGES

Refer to the current Schedule of Fees for details of fees and charges payable in relation to this Member Cheque Facility.

You agree to pay all charges which are applicable to this Member Cheque Facility as determined by us from time to time.

### 2. OPERATION OF THE MEMBER CHEQUING FACILITY

- a. By operating the Member Cheque Facility;
  - 1) you will be taken to have read and accept the terms and conditions contained in this Member Cheque Facility MPG; and
  - 2) you appoint each of us and Cuscal to take such action as is necessary to give effect to your instructions and process cheques on your behalf.
- b. It is your responsibility to safeguard your chequebook from loss, theft or unauthorised use. You must:
  - 1) keep your chequebook under secure control and in a safe place at all times;
  - 2) never give your chequebook or an incomplete cheque to any person;
  - 3) read your periodic statement carefully and notify us promptly if it contains any entry which you suspect may represent an unauthorised transaction; and
  - 4) contact us immediately if you become aware that your chequebook or a cheque has been lost, stolen or used without your authority.
- c. A cheque is an irrevocable authority by you to us to pay on demand the nominated sum of money. When you write a cheque you have a duty to fill it out carefully so that no one else can alter it. You must:

# Member Product Guide

## Payment Services

- 1) write the amount in both words and figures and never leave a gap between the words or figures;
  - 2) 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;
  - 3) always write cheques in ink which cannot be rubbed out and never in pencil;
  - 4) never sign a cheque until you have filled it out completely; and
  - 5) date the cheque (undated cheques are not invalid and we will assume the date of the cheque is the date it is presented to us for payment).
- d. You will be liable for all losses caused by your failure to observe the duties specified in clauses b and c above. However in no case will you be liable where it is shown, on the balance of probabilities, that the loss was caused by:
- 1) the fraudulent or negligent conduct of our employees or agents; or
  - 2) the same cheque being debited more than once to the same account.
- e. If the amount of any cheque presented for payment exceeds the Available Balance in your Account at the time the cheque is presented, we may refuse to pay the cheque. If that occurs we will advise you in writing, by ordinary prepaid post, as soon as practicable, but will not be liable for any losses caused by our refusal to honour the cheque or failure to advise you. Where we refuse to pay a cheque in accordance with this condition, or in accordance with any other provision, we may, at our absolute discretion, debit to your Account any costs, including any dishonour fee, incurred through such refusal, and such costs shall constitute a debt owed by you to us.
- f. In the event that a correctly authorised and presented cheque exceeds the Available Balance of your Account and, despite the provisions of clause e, we elect to pay the cheque, we are authorised (but are under no obligation) to transfer to that account from any other account or accounts that you have with us sufficient funds to allow payment of the cheque. You authorise us to honour the correctly authorised and presented cheque even if it results in your Account balance being overdrawn. We may charge you a fee when we make such a transfer or honour the cheque and, if we do, the amount overdrawn on your Account and any associated fee will constitute a debt owed by you to us. You acknowledge that we will not be liable for any claim made by you should we fail or refuse to make such a transfer or honour such a cheque despite anything stated in this clause.
- g. In addition to the right to dishonour a cheque in clause e, we may dishonour a cheque you have written or refuse payment if:
- 1) the cheque is unsigned;
  - 2) the cheque is stale (that is, older than 15 months). The Cheques Act may vary the length of time in which a cheque can be considered stale and we will comply with such change of law;
  - 3) the cheque is future dated;
  - 4) we consider that the cheque is defaced or materially altered and suspect these not to be authorised, or the alterations are unsigned; or
  - 5) we are aware that the cheque is unauthorised or are bound to stop payment on the cheque.
- h. You acknowledge and agree that we are only required to stop payment on any cheque if the cheque has not been paid and when our standard stop payment notice has been correctly completed, signed and delivered to us.
- i. If you have a complaint about the Member Cheque Facility, or wish to dispute a transaction, you should contact us using the details set out in the Introduction. Later, but as soon as you can, you must give us the following information:
- 1) your name, account number and cheque particulars;
  - 2) the error or the transaction you are unsure about;

# Member Product Guide

## Payment Services

- 3) a copy of the periodical statement in which the unauthorised transaction or error first appeared;
- 4) an explanation, as clearly as you can, as to why you believe there to be an unauthorised transaction or error, and
- 5) the dollar amount of the suspected unauthorised transaction or error.

If your complaint concerns the authorisation of a transaction, we may ask you or your nominee to provide further information.

- j. We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you. An officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly.
- k. Within 21 Days of receipt from you of the details of your complaint we will:
  - 1) complete our investigation and advise you in writing of the results of our investigation; or
  - 2) advise you in writing that we require further time to complete our investigation.We will aim to complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- l. If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- m. If we find that an error was made, we will make the appropriate adjustments to your Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- n. When we advise you of the outcome of our investigations, we will notify you in writing of the reasons for our decision by reference to this Member Cheque Facility MPG and advise you of any adjustments we have made to your Account. If you are not satisfied with the decision, you may wish to take the matter further. You may request that the decision be reviewed by senior management, or you may contact Credit Ombudsman Service Limited or any other external dispute resolution body which we advise you of from time to time.

Credit Ombudsman Service Ltd  
PO Box A252 Sydney South NSW 1235  
Toll Free Call: 1800 138 422  
Facsimile: (02) 9273 8445  
Email: [info@cosl.com.au](mailto:info@cosl.com.au)  
Website: [www.cosl.com.au](http://www.cosl.com.au)

- o. If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the Member Cheque Facility, we will give you copies of any documents or other evidence it relied upon.
- p. When you ask, we will give you information about:
  - 1) our right to combine accounts;
  - 2) Financial Institution Cheques;
  - 3) the advisability of you informing us promptly if you are in financial difficulty; and
  - 4) the advisability of you reading the terms and conditions applying to your product or service.
- q. General Information regarding the Member Cheque Facility
  - 1) Generally speaking, you should allow five to seven Days for a cheque to clear. At times, you will be able to draw on funds earlier than that. There is also an accelerated cheque clearing process that we can explain to you upon request.

# Member Product Guide

## Payment Services

- 2) There are a number of instructions you can place on a cheque. None of these will effect the transferability or negotiability of the cheque.
  - i) A cheque with two parallel lines across it from top to bottom is a crossed cheque. Crossing a cheque instructs the institution collecting the cheque to pay the cheque to an account and not as cash.
  - ii) The placement of the words "not negotiable" between two parallel lines provides for protection of title for the holder of the cheque. It means in general terms that the holder of the cheque cannot have better title to the cheque than the person from whom he received the cheque. If the cheque is stolen and the thief passes on that cheque, you would be able to recover the amount of the cheque from the recipient even though they may have done nothing wrong.
  - iii) The words "account payee only" on a cheque instruct the institution collecting the cheque to pay the cheque to the account of the person named on the cheque only.
  - iv) A cheque that has the words "or bearer" on it may be presented for payment by any person who is in possession of the cheque at the time (except where the cheque is crossed). To alter this, the words "or bearer" can simply be crossed out. This will make the cheque an "order" cheque. Where this occurs, the payee of the cheque will need to endorse the cheque (that is, write the words "pay (the name of the person)" or "pay to the order of (the name of the person)" on the back of the cheque and sign the back of the cheque) if he wishes the cheque to be transferred to another person. The law imposes obligations and liabilities on endorsers.
- 3) We may not accept third party cheques. Third party cheques are cheques payable to someone else which are presented by you for collection and payment.

r. We collect personal information about you so we can process your application, administer your account and tell you about our services.

We may disclose your personal information to others where that is necessary to execute your instructions or if it is required by law. The types of people to whom we may disclose your personal information include your representative or guardian, regulatory bodies and any organisations with whom we have alliances or arrangements or are involved in the chequing transaction (including but not limited to Cuscal and other financial institutions). We may also collect and disclose your personal information for the purpose of resolving a complaint or disputed transaction.

You agree that we may collect and disclose your personal information by electronic communication (such as by facsimile or e-mail). You acknowledge that there are inherent risks in the use of such electronic communication irrespective of whether that electronic communication is protected by way of encryption.

You can access the personal information that we or Cuscal may hold about you at any time. You should also tell us if you do not wish to receive marketing material.

For more details on how we handle personal information, please refer to your our Privacy Policy.

s. We may change this Member Cheque Facility MPG at any time. We will notify you of changes in the following manner:

- 1) where the change is the introduction of, or increase in, a fee or charge (other than a Government charge) or a variation in the method by which interest is calculated, or the frequency with which it is debited or credited we will provide you with at least 30 Days' prior written notice; and
- 2) where the change is the introduction or variation of a Government charge, payable directly or indirectly, we will notify you through an advertisement in the national or local media; through a notice in a member newsletter or an account statement, or by a direct written notice, unless

# Member Product Guide

## Payment Services

the introduction or variation is publicised by a Government, Government agency or representative body.

We will notify you of all other changes by advertisement in the national or local media, or through a notice in a member newsletter or an account statement, or by way of a direct written notice, no later than the Day on which the variation takes effect.

We are not required to notify you of a variation of a fee or charge or involving an interest rate before the variation takes effect where the variation will result in a reduction of your obligations, but will, instead, confirm that such a variation has occurred on or with your next member newsletter or account statement following the variation.

Information about our current fees and charges is available on request.

- t. You agree that you will promptly notify us of any change of address for the mailing of any notification that we are required to send to you.
- u. We may post all statements and notices to you at your registered address as provided for in our records.

### **Direct Debit – Terms and Conditions**

The relevant provisions of the Mutual Banking Code of Practice apply to this service.

Although we will endeavour to effect such regular authorised payments, we accept no responsibility to make the same, and accordingly we shall not incur any liability through any refusal of omission to make all or any of the payments or by reason of late payment or by any omission to follow such instructions.

This order is subject to any arrangement now subsisting or which may hereafter subsist

We may, in our absolute discretion, conclusively determine the order of priority of payment by us of any monies pursuant to this or any other order or cheque which you have heretofore or may hereafter give to us or draw on your account.

We may, in our absolute discretion, terminate this order as to future payments at any time or at any time after being advised by the payee named herein that no further payment is required.

This order will remain effective for our protection in respect of payments made in good faith notwithstanding your death or bankruptcy or the revocation of this order by any other means until notice of your death or bankruptcy or of such revocation is received by us.

We will promptly stop a direct debit facility linked to your transaction account whenever you ask us to do so. Any request to stop a payment may be required in writing.

We will accept and process your complaint that a direct debit facility was not authorised or is otherwise irregular. However, we may request that you endeavour to resolve the complaint with the merchant or supplier first.

Where possible, we will assist you to seek a chargeback of any unauthorised payments debited to your account pursuant to a recurring payment arrangement. The situation may occur, for instance, where payments continue to be debited to your account even though the recurring payment arrangement was cancelled.

We are under no obligation to debit your account on the days nominated and may, at our sole discretion, debit your account on any other day after that nominated as the day for debiting your account.

You will be notified of any changes to the Terms and Conditions or Fees and Charges that are applicable to this service via a notice in national or local media and/or an insert enclosed with your statement and/or a notice in our newsletter enclosed with your statement.

# Member Product Guide

## Payment Services

We unilaterally reserve the right to amend these Terms and Conditions at any time.

Amendments will not be accepted to the payee account details. To amend the payee account details, the current authority must be cancelled and a new authority must be signed advising us of the account details.

### Netfa\$t – Terms and Conditions

These Terms and Conditions apply to use of the Netfa\$t Internet Banking service. If you do not understand any part of these Terms and Conditions, please contact us. Additional Terms and Conditions may be applicable to specific accounts.

#### DEFINITIONS

Within these Terms and Conditions the following meanings apply:

- **“We”, “us” or “our”** - mean Capricornia Credit Union Ltd. ABN 54 087 650 740
- **“You” or “your”** - mean the account holder, or a person authorised by you to operate on your account(s).
- **The service** - means the facility for accessing your accounts and obtaining information or performing certain transactions, via the our website.
- **Member Number** - means the number allocated by us as the primary reference to your details.
- **Password** - means the confidential code required to access your accounts.
- **Web site** - means our website.

#### ACCEPTANCE

If you have not previously used Netfa\$t Internet Banking you will be taken to have accepted the Netfa\$t Internet Banking Terms and Conditions before use.

If you have previously used Netfa\$t Internet Banking you will be taken to have accepted these Netfa\$t Internet Banking Terms and Conditions.

If there is any inconsistency between these Terms and Conditions and the Terms and Conditions applying to an account or service we provide, these terms and conditions prevail to the extent of any inconsistency.

#### YOUR NETFA\$t INTERNET BANKING ACCOUNT

If you are under 18 years of age, your parent or guardian, who has signed the Netfa\$t registration form, agrees to indemnify (and keep indemnified) us against all losses and outgoings incurred, through the granting of access to you whilst you remain a minor.

We have a discretion to approve or reject any application to use Netfa\$t Internet Banking and we reserve the right to subsequently cancel your access to the service without notice.

You must notify us immediately in writing or telephoning 07 4931 4900 if you wish to cease using Netfa\$t Internet Banking. You will be liable for any transactions authorised by you before notice is given.

# Member Product Guide

## Payment Services

### PASSWORD SECURITY

Access to Netfa\$ Internet Banking is available only by entering your Member Number and password at the login page.

Only one password can be recorded for any account, notwithstanding that it may be a joint account.

You agree:

- a. To keep your password secure and protected;
- b. To keep your password, Member Number, transaction numbers and confidential identification details you have provided separate and apart from each other;
- c. Not to tell any unauthorised person your password; and
- d. Not to allow any unauthorised person to read, watch you enter, or hear your password.

We recommend that you change your password **regularly** for security reasons.

We also recommend that you do not use any part of your name, your EFTPoS/ATM PIN, the same digits or consecutive numbers when recording your access password. If you wish to record your password, do not record it on a computer system which you use to access Netfa\$ or anywhere near it. Also, keep your password separate and apart from any other records of personal information about you.

We will issue you with an initial password to access the Netfa\$ Internet Banking System. The system will require you to change this password to an alphanumeric password chosen by you. You should not divulge this password to any person or allow any person to watch you enter or hear your password.

We will not at any stage be able to advise you what your personally selected access password is, as we do not have access to this information.

If you lose or forget your password or your password is stolen, or you suspect or become aware that your password is no longer confidential or that there may be unauthorised access to your accounts, you must either change your password via Netfa\$ Internet Banking or notify us immediately by telephoning (07) 4931 4900 and we will arrange for the password to be reset. On receipt of your notification, access to Netfa\$ Internet Banking will not be permitted until a new password is issued. If you unreasonably delay notifying us, your possible loss as a result of unauthorised transactions on your account may increase.

You will be liable for any transaction conducted on any of your accounts via Netfa\$ Internet Banking if your correct Member Number and password are used to gain access to the service including overdrawing an account beyond its authorised limit, unless the access occurs without your knowledge and:

- a. The access occurs before we have provided you with the initial password that will enable you to gain access to the service for the first time; or the access occurs after you have notified us that your password is no longer confidential or that you believe there may have been unauthorised access to your accounts; or
- b. The access occurs as a result of fraud or negligence by any of our employees; or
- c. The access occurs as a result of a fault in the operation of the service.

### TRANSACTIONS IN NETFA\$ INTERNET BANKING

All payments/transfers made via Netfa\$ Internet Banking are subject to sufficient funds being available in your account at the time the transaction is processed.

You should allow time for your requested payment to be received and processed by your nominated payee. Electronic transfers may not be processed immediately by the receiving organisation.

# Member Product Guide

## Payment Services

Transaction details should be entered carefully. Once a payment or transfer has been made, it will not be possible for us to stop or reverse the transaction.

### SERVICE AND SECURITY

Whilst every effort is maintained to ensure that the Internet account access service is available 24 hours a day we do not warrant:

- a. That the account access service will not be unavailable during certain times of system maintenance or for reasons of system failure; nor that the account access service or transaction requested will be performed in the event of circumstances outside our control.
- b. We will use such measures as we consider reasonable to help ensure the security of Netfa\$t Internet Banking, including firewalls and 128-bit data encryption, however we cannot guarantee that any data transmission over the internet is totally secure.
- c. We may deny access or withdraw Netfa\$t Internet Banking without prior notice to you for security reasons or because of the quality of the service.

### ACCOUNTS

You should check the statements of account we issue to you upon receipt to confirm that all entries are authorised by you. You should promptly report any transactions you have not authorised or which you believe have been made without your approval or any delays in processing your transactions.

### OVERDRAWN ACCOUNTS

We do not agree to provide any credit to you unless you have made application to us which has been approved.

We may at our discretion honour a cheque, periodic payment, direct debit or other withdrawal authorised by you by any means which may overdraw your account with any amount overdrawn on your account beyond any limit authorised by us being a debt owed by you to us and repayable immediately upon demand.

We may charge a fee each time you overdraw your account beyond any limit authorised by us.

We may charge you a reasonable amount for any expenses or other monies reasonably incurred by us in exercising our right to recover monies owing by you should your account become overdrawn beyond its authorised limit.

### GENERAL

If you wish to discontinue usage of Netfa\$t Internet Banking you must notify us in writing. Any outstanding transactions previously authorised through Netfa\$t Internet Banking will be completed.

We may set and vary transaction limits at any time.

We may alter these Terms and Conditions without your consent. If we do so we will notify you before the change takes effect. In particular, we may impose or increase fees and charges, increase your liability for losses relating to transactions through Netfa\$t, decrease transaction limits and/or discontinue or withdraw any users' Netfa\$t service.

You will be liable for and indemnify us against any loss or damage we will or may suffer because you did not observe your obligations under these Terms and Conditions or acted negligently or fraudulently when using Netfa\$t Internet Banking.

We will take all reasonable steps to ensure that the information available through Netfa\$t is up to date and correct but we will not be liable for or in connection with any inaccuracy, errors or omissions in that

# Member Product Guide

## Payment Services

information because of the facilities used, any ancillary equipment or any other circumstance beyond our reasonable control.

We are not liable for any loss caused by unauthorised access to or breach of security through Netfa\$. If you contribute to the unauthorised use because you:

- a. Voluntarily disclose your password to another person; or
- b. Write your password or member number on any documents; or
- c. Keep a record of your member number and password without making any reasonable attempt to disguise them, in a way that they could be lost or stolen at the same time;
- d. Then you will be liable for any losses arising there from.

If you contribute to the unauthorised use because you unreasonably delay to:

- e. Tell us that your password has been misused, lost or stolen; or
- f. Tell us that your password has become known to someone else;
- g. Then you may be liable for any losses directly attributable to that delay.

You agree to use care and diligence in your dealings with Netfa\$, particularly with respect to the input of amounts and account details to which you wish to transfer funds.

Where you claim that an error has occurred on your account, we reserve the right to investigate that claim and make a determination about it.

If you ask us to effect a transaction and it is possible to effect it using more than one payment or transfer channel, we may choose at our discretion the payment or transfer channel to be used.

Nothing in these Terms and Conditions shall operate so as to exclude, restrict or modify the application of any of the provisions of the Trade Practices Act 1974 or equivalent State or Territory legislation.

### **FEES AND CHARGES**

Refer to the current Schedule of Fees brochure for details.

# Member Product Guide

## Payment Services

### NOTES

# Member Product Guide

## Payment Services

### NOTES

# Member Product Guide

## Payment Services

### How To Contact Us

Representatives are available in all of our service centres for further information on any of the products and services listed in this MPG.

Please contact us if you wish to acquire or discuss our products and services,

**Rockhampton**  
157 East Street  
Rockhampton Q 4700  
Phone: (07) 4931 4900  
Fax: (07) 493 14960

**North Rockhampton**  
Stockland Rockhampton  
North Rockhampton Q 4701  
Phone: (07) 493 14900  
Fax: (07) 4928 0508

**Emerald**  
115 Egerton Street  
Emerald Q 4720  
Phone: (07) 4931 4900  
Fax: (07) 49821920

**Miriam Vale**  
Blomfield Street  
Miriam Vale Q 4677  
Phone: (07) 4974 5433  
Fax: (07) 4974 5429

**North Rockhampton**  
37 Main Street  
North Rockhampton Q 4701  
Phone: (07) 4931 4900  
Fax: (07) 4922 2007

**Yeppoon**  
2 James Street  
Yeppoon Q 4703  
Phone: (07) 4931 4900  
Fax: (07) 4939 5372

**Mackay**  
62 Sydney Street  
Mackay Q 4740  
Phone (07) 4931 4900  
Fax: (07) 4951 3983

**Gracemere**  
Gracemere Plaza, Russell St  
Gracemere Q 4702  
Phone (07) 4931 4900

**Gladstone**  
Valley Shopping Centre  
Gladstone Q 4680  
(07) 4931 4900  
Fax: (07) 4772 7475

**You may also contact us by:**

Telephone (07) 4931 4900

Fax (07) 4931 4960

Email [enquiries@capricorniacu.com.au](mailto:enquiries@capricorniacu.com.au)

Mail PO Box 1135, Rockhampton Q 4700

Phonefa\$t Telephone Banking 1300 654 654

Netfa\$t Internet Banking [www.capricorniacu.com.au](http://www.capricorniacu.com.au)

This information is correct at the time of printing and is subject to change without notice.

Current versions of MPG, FSG, Schedule of Fees and Interest Rate brochures are available from our website. We will publish minor changes on our website. We will update the MPG if there are significant material changes.

MPG 0109