

# **Internet Banking Terms and Conditions**

Effective as of 6 November 2023

## Contents

1. Emergency Telephone Numbers and General Matters	3
2. Codes (e.g. username, pass code, password, subscriber number or other special information)	3
3. Who is Liable for Losses Resulting from Unauthorised Transactions?	5
4. Transactions, Payments or Transfers made on Electronic Equipment (including daily limits)	6
5. Mistaken Internet Payments (including reporting them)	8
6. BPAY (BPAY Scheme)	9
7. Obtaining Account Information	11
8. When You Need to Cancel or Block an Additional User's Access	11
9. What Charges Can the Bank Make?	11
10. System or Equipment Malfunction	12
11. Privacy of Personal Information	12
12. Complaint Resolution & Investigate	12
13. Using an Access Method to Purchase Goods and Services	12
14. Notice of Variations to the Terms and Conditions	12
15. Electronic Communication	13
16. Mobile Banking	13
17. Banking Code of Practice	13
18. Definition of Words	14

## 1. Emergency Telephone Numbers and General Matters

The Internet Banking Terms & Conditions form part of the Product Disclosure Statement (PDS) and govern the use of your Bank of Sydney (Bank of Sydney) Internet Banking Account. If you do not have all sections of the PDS, please contact Bank of Sydney to arrange for them to be sent to you. These documents can also be obtained from any of our branches or from our website: [banksyd.com.au](http://banksyd.com.au)

These Terms and Conditions must be read together with the General Banking Fees & Charges Guide, the Deposit, Saving & Transaction Accounts PDS and where applicable, any other Terms and Conditions or PDS relating to your banking product or service. Where there is an inconsistency between any of these Terms and Conditions, the provisions of the Bank of Sydney Internet Banking Terms & Conditions will apply.

### Internet Banking - Emergency Telephone Numbers

If a user's subscriber number, code and/or token are lost, stolen or misused and you are in Australia, call: **13 95 00** or visit any Bank of Sydney branch.

If you are calling from overseas, call the international operator to book a reverse charge call to: **+61 2 8262 9191**

*Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.*

These Terms and Conditions apply to the use of your Electronic Funds Transfer (EFT) account and all EFT transactions. They also apply to the website which is operated by Bank of Sydney Ltd ABN 44093488629 (Bank of Sydney) under the domain name [banksyd.com.au](http://banksyd.com.au) (Bank of Sydney website). We recommend that you read these Terms and Conditions carefully, keep them in a safe place and that you periodically review them as you may need to refer to them in the future. Products and services are offered to the Account Holder and/or User subject to the Terms and Conditions herein contained and to such other Terms and Conditions, Privacy Statement, security notices, disclaimers and any other rules of use disclosed in writing or contained on the website.

If you have any questions or queries about these Terms and Conditions, please call:  
For all enquiries: **13 95 00** (Monday - Friday, 9am - 5pm AEST)

These Terms and Conditions apply to EFT transactions utilising such services of Bank of Sydney Internet Banking service, which may be accessed through electronic equipment by visiting: [banksyd.com.au](http://banksyd.com.au)

These Terms and Conditions comply with the ePayments Code which regulates consumer electronic payments including ATM, EFTPOS, debit and credit card transactions, online payments, Internet Banking and BPAY®. The Bank will comply with this code where it applies.

Any of these Terms and Conditions that modifies, cancels or limits our liability to you, or which affects or limits your rights, does so only to the maximum extent permissible by applicable law and the ePayments Code.

These Terms and Conditions become binding as soon as we have supplied them to you (or any other user), and you (or that other user) accept the device and code. From that time onwards both you and we must comply with these Terms and Conditions. Also your first use of the Bank of Sydney Internet Banking website or your first use of your device and/or code will be considered as your agreement to comply with these Terms and Conditions.

At your request, we may issue a device and a code to any other user. Any such requests must be in writing. Every individual authorised to operate in accordance with the Mode of Operation specified under an account will be provided automatic Bank of Sydney Internet Banking enquiry access for that account.

Every designated user will be provided with automatic Bank of Sydney Internet Banking enquiry access for all current and future Bank of Sydney accounts held under the business/company to which they were originally authorised. Designated User access can be cancelled by completing the relevant Bank of Sydney form.

You may become liable under these Terms and Conditions not only for your own actions or omissions, but also those of any other user.

The use of any subscriber number we issue to you (or any other user) is governed by these Terms and Conditions. The user must personally ring Bank of Sydney Internet Banking on **13 95 00** and provide verifying information before your Internet Banking access will be activated.

## 2. Codes (e.g. username, pass code, password, subscriber number or other special information)

2.1 Usernames are sent via email and passwords via SMS.

2.2 We cannot advise you of the same code again.

- 2.3 The following paragraphs contain guidelines for keeping a code secure. Your liability for loss relating to an EFT transaction will be determined in accordance with the ePayments Code and these Terms and Conditions.
- 2.4 We will send you your code or codes (separately if there is more than one code). The best way to keep your code secure is to memorise it. You may keep a record of your code, however users must not:
- inform anyone of their code or allow anyone to find out what their code is - this includes friends and family;
  - keep their device and code or codes together;
  - let anyone view them entering their code, such as by ensuring that there are no security cameras, mirrors or any other means of observing code entry, and making every attempt to protect it;
  - leave anything behind after the transaction is complete that could reveal their code.
- 2.5 If a decision is made to keep a record of a code, the user must make a reasonable attempt to disguise the code in the record so that others will not be able to decode it. Otherwise you may be held liable.
- 2.6 We are not liable to reimburse you if an unauthorised transaction occurs on your account and you have not made a reasonable attempt to disguise a code or to prevent unauthorised access to the code record in accordance with these Terms and Conditions.
- 2.7 We will not regard it a reasonable attempt to disguise a code if the user:
- records the code by reversing the number sequence;
  - records the code as a telephone number where no other telephone numbers have been written down;
  - records the code as a series of words or numbers with the code being marked or circled in such a way to indicate it;
  - records the code as any date (e.g. 20/3/95) or a date of birth, a postcode or a telephone number;
  - records the code in an easily understood code such as A=1, B=2, C=3, etc.
- 2.8 Do not record your code or the disguised record with any device.
- 2.9 Never keep the code record and any device in a location where a thief could get hold of both the device and the disguised code. You must keep code records separate and well apart from your devices.
- 2.10 You must make certain that devices and codes are never kept together:
- in the same receptacle which itself can be lost or stolen (e.g. in the same briefcase, folder or bag); or
  - in the same car; or
  - at home in the same item of furniture, (e.g. different drawers of the same office table); or
  - in any other situation where a device could be reasonably thought as to be not separate and well apart from a codes record.
- 2.11 **Loss, theft or misuse of a code**
- You must tell us immediately if you become aware that your code is lost or stolen or if you suspect that someone else has knowledge of your code.

You must immediately notify us without delay if your code record is lost, stolen or misused, or you suspect that unauthorised transactions have been made on any account. This will enable us to put a stop on your code straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses.

Bank of Sydney Ltd **13 95 00**

**Overseas**

If you are calling from overseas, call the international operator to book a reverse charge call to: **+61 2 8262 9191**

*Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.*

- 2.12 When you report a misuse, loss, or theft of your code we will give you a number which will be proof of the date and time of your report. You should keep this number as evidence that you have notified us of the situation.
- We may require you to confirm your report at one of our branches and complete certain documentation. If you can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your code which could have been prevented if you were able to contact us by phone. Provided that you tell us of the loss, theft or misuse of your code within a reasonable time from the re-establishment of our telephone reporting facilities.

- 2.13 Subject to these Terms and Conditions, if it can be proven that you unreasonably delayed notifying us of the loss, theft or misuse of a code you will be liable for any unauthorised transactions that occur on your account, using any access method or code.
- 2.14 Spyware is prohibited. If you knowingly use a computer that contains software, such as Spyware, that has the ability to compromise access codes and/or customer information, you will be infringing these Terms and Conditions and we will not be liable for any losses that you may suffer as a result.

### **3. Who is Liable for Losses Resulting from Unauthorised Transactions?**

- 3.1 A transaction made by another user, irrespective of whether the account holder consented to the transaction, is not an unauthorised transaction. We treat any transaction carried out by any user as an authorised transaction unless, prior to the transaction, the account holder has told us to cancel a user's device and code and the device is destroyed.
- 3.2 An account holder is not liable for any loss arising out of an unauthorised transaction when:
- The transaction happens after you have advised us, in accordance with these Terms and Conditions, that the security of the code and/or device has been breached, misused, lost or stolen; or
  - the transaction happens before any user received their code, device or subscriber number, or replacement code or device or subscriber number, and the transaction required the use of any such device or code; or
  - the loss relates to a device or any component of a device being forged, faulty, expired or cancelled; or
  - the loss is caused by either fraudulent or negligent conduct of any of our staff or agents or an act of the staff or agents of any person or company involved in the EFT network; or
  - the same transaction has been incorrectly debited more than once to your account.

*Note: If any unauthorised person appears to have used or attempted to use the Bank of Sydney Internet Banking or other electronic equipment to enact a transaction, the Bank may disclose any relevant information to such law enforcement, governmental or other authorities, as it considers appropriate.*

- 3.3 Where clause 3.2 does not apply, and subject to this clause 3.3, you will be liable for any loss arising out of an unauthorised transaction, if we can prove on the balance of probability that the user contributed to the losses through any of the following ways:
- engaging in fraud; or
  - voluntarily disclosing any of their codes to anyone, including a family member or friend; or
  - keeping a record of a PIN or other code:
  - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
  - in a way that it could be lost or stolen with their any device to which the code relates; or
  - where more than one code is used, recording both/ all codes in a way that they could be lost or stolen together; or
  - writing their code on the device to be used with that code; or
  - selecting a code which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or
  - acting with extreme carelessness in failing to protect their codes.

The account holder will also be liable for actual losses resulting from unauthorised transactions caused by the user unreasonably delaying notifying us of the misuse, loss or theft of their device, or of their code(s) becoming known to someone else.

If more than one code is required to perform a transaction and we prove that a user breached the security requirements for one or more, but not all, of those codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

- 3.4 You will be liable under clause 3.3 for actual losses which occur between the time when the user became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.
- 3.5 You will not be liable under clause 3.3 for any of the following amounts:
- that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s) on the account or the relevant device. (or that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period);
  - losses occurring after we have been notified that the device has been misused, lost or stolen or that the security of the code has been breached;
  - that portion of the total losses incurred on any account which exceeds the balance of that account

(including any pre-arranged credit);

- d) losses incurred on any accounts which the account holder and the Bank had not agreed could be accessed using the relevant device;

### 3.6 When limited liability applies

The account holder will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a code or pass code was required to perform the transaction and it is unclear whether the user contributed to the loss. (i.e. limited holder liability for transactions made without the use of a pass code). The account holders liability in such cases will be the least of:

- \$150; or
- the balance of the account(s), including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the code(s) becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

Notwithstanding anything else in these Terms and Conditions, for transactions governed by the ePayments Code, we do not deny a user's right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these Terms and Conditions (such as a merchant or us) except where a user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability for any loss arising from the equipment or system unavailability or malfunction is limited to:

- a) correcting any errors; and
- b) refunding any fees or charges imposed on the user.

### 3.7 We, or an external dispute resolution body has the discretion to reduce your liability where you allege that a transaction is unauthorised and we have not placed a reasonable daily or periodic transaction limit. The following factors will be regarded in deciding the extent of your liability:

- a) whether our verification method used to accept your authority, for the transaction, was secure and reliable to protect you from losses in the absence of limits; and
- b) if the transaction was a funds transfer that involved drawing on a line of credit, whether at the time of making the line of credit accessible by the access method, we had taken reasonable steps to warn you of the risk of the access method being used to make unauthorised transactions on that line of credit.

## 4. Transactions, Payments or Transfers made on Electronic Equipment (including Daily limits)

4.1 Where a transaction is made by means of electronic equipment using a device and/or code, you authorise us at the same time to act on the instructions put into that electronic equipment.

4.2 Transactions made through electronic equipment:

- a) are governed by these Terms and Conditions as well as the Terms and Conditions of the accounts being used;
- b) may be limited to certain amounts that are set by us.

The amount able to be transferred through Internet Banking, including BPAY payments, is subject to a daily limit set by Bank of Sydney. These limits include transfers to other Bank of Sydney accounts and external third party accounts. You are able to modify your daily limits online. In the event of a system failure, these daily limits may be reduced, or restricted. You should also be aware that the other financial institutions and third parties may impose their own limits and restrictions on transfers which Bank of Sydney bears no responsibility for.

Current Limits:

### **Adult - Internet Banking Daily Withdrawal Limits**

The default daily limits are:

- a) \$10,000 for transfers within Australia (including Bank of Sydney accounts with different ownership);
- b) \$10,000 for BPay transfers; and
- c) \$5,000 for International transfers.

Please Note:

- a) Where the Daily limit is up to \$10,000 and the transaction is conducted in Australia, the transaction must be authenticated as follows:
  - (i) Security Soft Token authentication - where a soft token code is generated by the Bank of Sydney mobile app.  
*Note: This is the default authentication method for customers who have installed and registered the Bank of Sydney mobile app.*
  - (ii) SMS authentication – utilised if you have quoted your mobile telephone number and are able to receive SMS's sent from Australia.
- b) Where the Daily limit is up to \$10,000 and the transaction is conducted Overseas, the transaction must be authenticated as follows:
  - (i) Security Token authentication - where a soft token code is generated by the Bank of Sydney mobile app. You need to have installed and registered the Bank of Sydney mobile app in order to generate a soft token code.

You may increase your daily Internet Banking withdrawal limits for Domestic, BPay transfers or International transfers as follows:

**For amounts up to \$20,000 – via Internet Banking**

- Security Soft Token authentication is required- where a soft token code is generated by the Bank of Sydney mobile app.  
*Note: This is the default authentication method for customers who have installed and registered the Bank of Sydney mobile app. and for customers requesting a daily withdrawal limit over \$10,000.*
- SMS authentication – utilised if you have quoted your mobile telephone number and are able to receive SMS's sent from Australia.  
*Note: SMS authentication method may only be utilised for customers who have not installed and registered the Bank of Sydney mobile app and for customers requesting a daily withdrawal limit up to \$10,000.*

**For amounts of \$20,000 and over – contact us.**

- To increase your daily limit to \$20,000 and over you can contact Bank of Sydney Mon – Fri, 9am – 5pm AEST on 13 95 00 (Australia) or send a secure message over Internet Banking (desktop only).

**Students (14 y.o. - 18 y.o.) Internet Banking daily Withdrawal Limits**

The default daily limits are:

- a) Unlimited transfers between Bank of Sydney accounts under same ownership
- b) \$500 for transfers within Australia (including Bank of Sydney accounts with different ownership)
- c) \$500 for BPAY transfers
- d) \$500 for International transfers

Note: Limit Increases for Student Transaction & Savings Accounts is not permitted.

**How long will it take for money to reach a local account?**

Transfers made through Internet Banking to local banks will generally be processed overnight and be available in the recipients account the following day provided they are made before 4.30pm (AEST) Monday to Friday (excluding national public holidays). BPAY payments will be processed and valued as same day but may take 2-3 business days to reach the recipients account provided they are made before 4:00pm (AEST) Monday to Friday (excluding national public holidays). Transactions made after these times will be processed (sent) the next business day.

**How long will it take for money to reach an international account?**

We will initiate payment within same business day, provided your instructions are submitted prior to the cut-off time of 3.30pm AEST. Instructions received after this time will automatically be initiated next business day. Funds should normally be processed at the overseas destination (i.e. credited in your beneficiaries account) within 2 to 3 business days. However, this can take longer depending on the country the funds are sent to.

*Note: We may vary cut-off times at any time. Temporary changes may be done without notice. Permanent changes will be advised to you. This disclaimer of liability does not restrict any other provisions contained in any other part of the PDS, which limit the banks liability*

- 4.3 Security of deposits received at an institutions' equipment is the responsibility of the institution receiving the deposit, from the time the transaction is completed.
- 4.4 We will take the reasonable precautions to protect and keep confidential any information that is transmitted by us through electronic equipment. If any unauthorised access occurs to that information we will not be liable.
- 4.5 We may at any time and without notice to you block the use of a code or device or retain a device if we believe the code and/or device is being used in such a way that may cause losses to you or us. We reserve the right to change the daily minimum or maximum amounts that you may withdraw from an account using electronic equipment at any point in time.
- 4.6 The Bank, at any time and at its absolute discretion, may refuse to receive and execute any instructions and/or provide any information and/or provide any service to the User, which will only be enforced to reasonably protect our legitimate interests.
- 4.7 We will also take all reasonable steps to ensure that the account information that we supply to you through electronic equipment is correct and updated regularly, however the bank will not be responsible for any loss suffered by the account holder where information is inaccurate.
- 4.8 If you have instructed the bank to make a payment or transfer, in most cases it will be made.
- 4.9 You must be careful when sending funds to other accounts. Bank of Sydney does not verify account details you enter. If you discover that a payment or transfer was made in error or for the wrong amount you must seek recourse from the recipient, as Bank of SydneyBank oOf Sydney cannot reverse transactions you make in error. In these cases, you may ask us to perform a Transaction Trace Request to confirm the destination of a transfer made from your account. (Note: A fee is applicable for this service, please refer to the General Banking Fees & Charges Guide, which is available at [banksyd.com.au/important-product-information](http://banksyd.com.au/important-product-information)). In most cases the funds will be returned to your account within 48 hours. You will not be notified of returns to your account, therefore you must check your transaction lists regularly. Should an amount not be returned automatically, it may not be recoverable at all.
- 4.10 If you instruct us to effect a transaction and it is possible to effect it using more than one payment or transfer channel we may choose which payment or transfer channel will be used to effect that transaction.

## 5. Mistaken internet payments (including Reporting them)

*(This clause does not apply to BPAY® payments. See clause 6 for information about BPAY payments.)*

### 5.1 Reporting mistaken internet payments

You should report mistaken internet payments to us as soon as possible after you become aware of them. You can report mistaken internet payments to us by visiting a Bank of Sydney branch or by calling

**13 95 00 (within Australia)**

If you are calling from overseas, call the international operator to book a reverse charge call to: **+61 2 8262 9191**

*Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.*

We will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report.

### 5.2 Dealing with mistaken internet payments

mistaken internet payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. (The clauses below summarise the processes in that Code).

We may be the sending institution, namely the financial institution whose customer made the payment or the receiving institution, namely the financial institution whose customer received the payment.

Where the sending institution is not satisfied that a payment is a mistaken internet payment, it is not required to take any further action.

Notwithstanding anything set out below, where the unintended recipient of the mistaken internet payment is receiving income support payments from Centrelink, the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a mistaken internet payment, you must give us, as soon as reasonably practicable and within the time we request, any information we reasonably require to enable us to determine whether the payment was a mistaken internet payment.



### 5.3 Where sufficient funds are available in the unintended recipients account

Where the sending institution is satisfied that the mistaken internet payment occurred and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment, the process that will apply will depend upon when the report of the mistaken internet transaction is made:

Where the report is made within 10 business days of the payment:

- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will return the funds to the sending institution within 5 business days of the request or any reasonably longer period up to a maximum of 10 business days.

Where the report is made between 10 business days and 7 months of the payment:

- the receiving institution will investigate the payment and complete the investigation within 10 business days of receiving a request;
- if the receiving institution is satisfied that a mistaken internet payment has occurred, it will prevent the unintended recipient from withdrawing the funds for a further 10 business days and notify the unintended recipient that they will withdraw the funds if that recipient does not establish they are entitled to the funds within that 10 day period;
- if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 business days of the end of that period.

Where a report is made after 7 months of payment:

- if the receiving institution is satisfied a mistaken internet payment occurred, it must seek the consent of the unintended recipient to return the funds.

In each case where the receiving institution is not satisfied that a mistaken internet payment has occurred, it may (but is not required to) seek consent of the unintended recipient to return the funds.

Where the funds are returned to the sending institution, it will return the funds to the holder as soon as practicable.

### 5.4 Where sufficient funds are not available

Where both the sending and receiving institution are satisfied that a mistaken internet payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving institution will use reasonable endeavours to recover the funds from the unintended recipient.

### 5.5 Where you receive a mistaken internet payment

Where:

- a) both we and the sending institution are satisfied that a payment made to your account is a mistaken internet payment; and
- b) sufficient credit funds are available in your account to the value of that payment; and
- c) the mistaken internet payment is reported 7 months or less after the payment; and
- d) for mistaken internet payments reported between 10 business days and 7 months of the payment, you do not establish that you are entitled to the payment within the relevant 10 business day period referred to in clause 5.3, we will, without your consent, deduct from your account an amount equal to that mistaken payment and send that amount to the financial institution of the payer in accordance with clause 5.3 above.

If there are insufficient funds in your account, you must co-operate with us to facilitate payment by you of an of the mistaken internet payment to the payer. We can prevent you from withdrawing funds the subject of a mistaken internet payment where we are required to do so to meet our obligations under the ePayments Code.

### 5.6 Liability for losses arising from internet payments

You must ensure that internet payment details are correct. You and your user are solely responsible for providing correct payment details including amount and payee details. We will return to you any funds recovered by us on your behalf from an unintended recipient in respect of a mistaken internet payment but otherwise have no liability to you or your user for any payment made in accordance with details provided by you or your user including mistaken internet payments.

### 5.7 In the event you are dissatisfied with the way the sending or the receiving bank has dealt with your mistaken payment report you can lodge a complaint with us (where we are the sending bank). Please refer to clause 12.

## 6. BPAY (BPAY Scheme)

### 6.1 You must comply with the Terms and Conditions applying to the account to which you request us to debit a BPAY Payment. The Terms and Conditions set out herein are in addition to those terms.

- 6.2 If in relation to your use of BPAY there is any inconsistency between the Terms and Conditions applying to the account and Terms and Conditions herein, these Terms and Conditions will apply to the extent of that inconsistency.
- 6.3 You can ask us to make a BPAY Payment at some time in the future up to 90 days. Cleared funds must be available the day before payment is due.
- 6.4 If we are not able to make the BPAY Payment at that future payment date we will advise you.
- 6.5 A Payment may not be able to be made due to insufficient funds, an invalid account or because the Biller no longer participates in the BPAY Scheme.
- 6.6 In the event of insufficient funds Bank of Sydney may:
- use its discretion to honour the payment; and
  - charge a fee to your account for doing so (refer to General Banking Fees & Charges Guide).
- 6.7 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 the payer and that Biller.
- 6.8 We will treat your instruction to make a BPAY Payment as valid if, when you give it to us you comply with these Terms and Conditions so that you enter the correct Access Codes.
- 6.9 Responsibility for correct details. You must ensure that Payment details are correct. You and your User are solely responsible for providing correct payment details including amount and payee details. We have no liability to you or your User for any payment made in accordance with details provided by you or your User. You acknowledge that we are not obliged to effect a BPAY Payment if any of the information you give us is inaccurate.
- 6.10 We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.
- 6.11 If we are advised that your payment cannot be processed by a Biller, we will:
- Advise you of this Credit your account with the amount of the BPAY Payment; and
  - Take all reasonable steps to assist you in making the BPAY Payment
- 6.12 A delay may occur in processing a BPAY Payment where:
- There is a public or bank holiday on the day after you tell us to make a BPAY Payment;
  - You tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after the Payment Cut-off Time on a Banking Business Day which is currently 4.00pm (AEST);
  - Another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
  - A Biller fails to comply with its obligations under the BPAY Scheme
- While it is expected that any delay in processing under this agreement for any reason set out in this clause will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- 6.13 Mistaken payments
- If you instruct us to make a BPAY Payment and you later discover that:
- The amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; and/or
  - The amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference.
- 6.14 If a BPAY Payment is made to a person or for an amount, which is not in accordance with your instructions and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it within 20 Banking Business Days, you may be required to pay us that amount.
- 6.15 Unauthorised payments - You should check your account records regularly and notify us immediately if you did not authorise a BPAY Payment that has been made from your account.
- 6.16 If you tell us that a BPAY Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller concerned, consenting to Bank of Sydney obtaining from the Biller the information about you and your account with that Biller. If you do not give us that consent, the Biller may not be permitted under privacy law to disclose to us the information we need to investigate or rectify that BPAY Payment.

- 6.17 If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you may be required to pay us that amount that unauthorised payment if:
- We cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do; and
  - The payment was made as a result of a negligent payment direction.
- 6.18 **Fraudulent payments**
- If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund to you the amount of the fraudulent payment. However, if that person does not refund to you the amount of the fraudulent payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraudulent payment.
- 6.19 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- Did not observe any of your obligations under these Terms and Conditions; or
  - Acted negligently or fraudulently in connection with this agreement.
- 6.20 We may suspend your right to participate the BPAY Scheme at any time under the following circumstances:
- You are in breach of these Terms and Conditions; or
  - You or someone acting on your behalf is suspected of engaging in fraudulent conduct; or
  - You are engaging in conduct that is in our sole opinion disruptive to the operation of our Internet Banking service and or BPAY.

## **7. Obtaining Account Information**

- 7.1 You or any user can obtain account information by visiting any of our branches in Australia.
- 7.2 Bank of Sydney will issue statements for your account (except Term Deposits). Statements for all other accounts are issued at least once every six months. You may request for statements to be sent to you more often. Other optional available statement cycles are:
- once every month; or
  - once every three months.
- A fee may be charged if you require more frequent statements which differ from the standard product cycle or multiple statements or transaction listings. Please refer to the General Banking Fees & Charges Guide.
- 7.3 All transaction records issued by the electronic equipment should be retained to allow you to verify statement entries. All entries should be confirmed for accuracy once you receive your statement.
- 7.4 If you need to dispute any transaction appearing on your statement you must do so immediately.
- 7.5 The date that appears on the transaction record may vary from the date that appears on your account statement. This occurs because transactions completed on a specific day may be held over to be processed on the next business day.

## **8. When you need to Cancel or Block an Additional User's access**

- 8.1 If you wish to cancel access issued to an additional user you must visit one of our branches and advise us in writing. Alternatively, you may place a temporary block on the other user's access that will restrict their access to your account.
- 8.2 However, unless the bank is advised in writing, the cancellation or block will not be fully effective. If any transactions are made by that other user with the code or device you will be held liable.
- 8.3 If the account holder wishes to withdraw or restrict the services offered by Bank of Sydney to an additional user, the account holder must give written instructions to the bank.

## **9. What charges can the bank make?**

- 9.1 We may debit the account nominated by you for this purpose with any charges for the issue, use, renewal or replacement of a device and code and/or token (as well as any activity or general fees and charges applying to the account). Please refer to the General Banking Fees & Charges Guide.
- 9.2 Any other of your accounts with us may be debited if there are insufficient funds in your chosen account.

## 10. System or Equipment Malfunction

- 10.1 We will make all reasonable efforts to make certain that electronic equipment is operational during normal operating hours. If any user's device does not activate the electronic equipment and/or the electronic equipment does not accept instructions from the user we will not be liable.
- 10.2 If you are aware at the time of use that the electronic equipment is not functioning correctly, our liability is limited to correcting any errors to your account and to refund any charges and fees debited to your account(s) as a result of the error.
- 10.3 You do not lose any protection given under these Terms and Conditions solely because you or any other user use a code in electronic equipment that is not owned by us.
- 10.4 You agree that the Bank is not liable to you or any Third Party for any modification, suspension or discontinuance of the Bank's Internet Banking site, provided it is outside of our control.

## 11. Privacy of Personal Information

- 11.1 We comply with the National Privacy Principles in the Privacy Act 1988 (Cth). Further information on our Privacy Policy, which sets out our policies regarding the management of personal information is available at any Bank of Sydney branch. A copy may also be viewed on the website at [banksyd.com.au](http://banksyd.com.au)

## 12. Complaint Resolution & Investigation

- 12.1 If you believe that an error has occurred and you wish to complain please contact us in any of the following ways.  
**Phone:** 13 95 00 (Monday - Friday, 9am - 5pm AEST)  
**Fax:** + 61 2 9283 7723  
**Mail:** Complaints  
Bank of Sydney Ltd  
GPO Box 4288  
Sydney NSW 2001
- 12.2 Further information on internal and external Complaint Resolution may be obtained by referring to the Complaints Policy PDS, which is available at any branch of Bank of Sydney, alternatively a copy may be mailed to you upon request or it may be viewed on the website at [banksyd.com.au](http://banksyd.com.au)

## 13. Using an access method to purchase goods and services

- 13.1 We are not liable if any retailer or service provider refuses to accept an access method for use in an account access service.
- 13.2 You must check that the correct amounts are entered in the electronic equipment before you authorise the transaction.
- 13.3 The user must resolve any disputes with the retailer about incorrect charging or supply of goods and services.

## 14. Notice of Variations to the Terms and Conditions

Bank of Sydney may make changes from time to time to the features of any product or service contained in this PDS, your account or your account access channels. The table below sets out how and when Bank of Sydney will notify you of the changes. Advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts.

**Bank of Sydney may make the following changes:**

If we...	Notice Period	Method of Notice
Introduce a new fee or increase an existing fee for performing electronic transaction, or issuing or replacing a device used to conduct electronic transactions e.g. code, card or token.	20 Days in advance	In writing, or electronically
<ul style="list-style-type: none"> <li>Introduce any other type of new fee or increase an existing fee or charge (other than a government charge); or</li> <li>Any other change to a term or condition; or</li> <li>Change to the minimum monthly balance required to waive the monthly account keeping fee</li> </ul>	30 days in advance	In writing, electronically or by advertisement in the media
Government charges	In advance of the change, or as soon as practicable afterwards, unless the charge has been publicised by a government or representative body.	In writing, electronically or by advertisement in the media
Changes to limits on electronic transactions, electronic equipment or facility including VISA Debit Card, Mastercard and 'Pay Anyone'	20 Days in advance	In writing, or electronically
Changes increasing your liability for electronic transactions	20 Days in advance	In writing, or electronically
Change the method by which interest is calculated or the balance tiers or the frequency with which interest is debited or credited	30 Days in advance	In writing, or electronically
Change the interest rate	No later than the day of change (Except where the government has already publicised the introduction or variation or if the interest rate is linked to money market rates or some other external reference rate, changes to which we cannot notify you of in advance).	In writing, electronically or by advertisement in the media
Any other change to a term or condition	Prior to the day of change	In writing, electronically or by advertisement in the media

**15. Electronic Communication**

Provided you have agreed to us doing so, where it is specified that changes may be notified electronically this includes electronic communication to your nominated electronic address i.e. email, or making particulars of changes available at our website and/or sending to your nominated electronic address a notification that the changes can be viewed/retrieved from the Bank of Sydney website [banksyd.com.au](http://banksyd.com.au) or sending communications directly to you through Internet Banking via secure message to you.

**16. Mobile Banking**

Mobile Banking is a differently formatted version of Internet Banking available from your phone or other mobile device. Mobile Banking is specifically designed for mobile devices to make Internet Banking simpler and easier to use. Specific mobile devices and/or browsers that are supported for Mobile Banking are listed on the website at [banksyd.com.au/faqs/mobile-banking](http://banksyd.com.au/faqs/mobile-banking)

**17. Banking Code of Practice**

The Banking Code of Practice (the Code) is a set of standards outlining how a bank should conduct itself in its dealings with customers or potential customers, as well as specific requirements for banking services. Bank of Sydney has adopted the Code and complies with its standards.

## 18. Definition of Words

*(The reference in this document to the singular includes the plural and vice versa).*

**Account Access Service** means a service for the purposes of:

- i. the user providing a code/s to a service provider to enable the service provider or another person to access accounts
- ii. the user storing or recording a code/s in a
- iii. manner required by the service provider to facilitate access to an account

**Access Method** means a method Bank of Sydney makes available to users, for them to give us instructions.

**Account** means an account maintained by a subscriber that belongs to an identifiable holder who is a customer of the subscriber.

**Account holder** means the person who has signed the present application which has been accepted by the Bank for the use, by the User, of the services offered by Bank of Sydney Internet Banking from time to time.

**Authorised User** means the person authorised by the Account Holder to use any of the services offered by Bank of Sydney

**Bank of Sydney Internet Banking** means the services provided, from time to time, by the Bank to the Account Holder and/or to the User for the execution of financial and/or banking and other transactions and/or orders and/or instructions through computer and/or telephone and/or any other equipment required through the Internet or through such other electronic connections, and/or telephone through which access is given to the services, as shall be determined by the Bank from time to time, which include inter alia and without prejudice to the generality, transfer of funds to and from an account, electronic transfer of records, statements of account, creating Periodical Payments and information relating to services and/or facilities provided by the Bank.

**BPAY® (BPAY Scheme)** means the electronic payments scheme through which a user may instruct us to make BPAY payments on your behalf to Billers who have advised that you can make payments to them through this scheme.

*\* BPAY® is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518.*

**BPAY Payments** means payments that users instruct us to make to Billers through the BPAY scheme.

**Biller** means an organisation which issues bills to their customers, which customers can pay through the BPAY Scheme.

**Business day** means a day on which we are able to effect settlements through the Reserve Bank of Australia.

**Code** means special information such as a PIN or password comprising of numbers or letters or a combination of both, that must be kept secret and be known only by the user, or the user and the bank, which the user must provide to access an EFT account.

**Communication Network** means the communication network through which we make a service available to you.

**Computer** means the computer of the Account Holder and/ or User which he or she uses to gain access to Bank of Sydney Internet Banking, through the Internet, or through other means of electronic connection, as shall be determined by the Bank from time to time.

**Designated User** means any person designated and/or authorised by the Account Holder and/or the Authorised User to use any services offered by Bank of Sydney in accordance with the application.

**Device** means any physical instrument given to a user that is used to perform a transaction to which the Code applies. Examples include:

- ATM, debit card or credit card,
- token issued by a subscriber that generates a pass code, and
- contactless device

**EFT account** means an account maintained by us which belongs to an identifiable account holder who is a customer of ours and from or to which we permit a user to initiate an EFT transaction.

**ePayments Code** ePayments Code (effective 20 March 2013) replaces the Electronic Funds Transfer Code of Conduct of 2002 (EFT Code). The ePayments Code regulates consumer electronic payments including ATM, EFTPOS, debit and credit card transactions, online payments, Internet Banking and BPAY®.

*\* BPAY® is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518.*

**EFT transaction** means a transfer of funds from or to an EFT account made by a person through electronic equipment using a device and code in combination or a device and signature in combination.

**Electronic equipment** means equipment such as electronic terminal, computer, television and telephone.

**Electronic transactions** means payment, funds transfer, and cash withdrawal transactions that are initiated on your account using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

**Facility** means an arrangement through which a person can perform transactions (e.g. an account facility or pre-paid facility)

**Holder** means an individual in whose name a facility has been established, or to whom a facility has been issued (compare with User below)

**Identifier** means information that a user knows but is not required to keep secret and must provide to perform a transaction. Examples include:

- an account number;
- a serial number; and
- a security number printed on a credit or debit card

**Instructions/Orders** means the instructions given by the User to the Bank in writing or through the Bank of Sydney Internet Banking, by telephone or verbally or by telephone signals, and/or through computer, and/or radio and/or telephone means and/or machines. ("Telephone signals" means the signals generated by a touch tone telephone).

**Internet** means the international information network.

**Mistaken internet payment** means a payment, other than one made using BPAY, by an individual through a 'Pay Anyone' Internet Banking facility and processed through direct entry where the funds are paid into the account of an unintended recipient because the user enters or selects a BSB number and/or identifier that does not belong to the intended recipient as a result of the individual's error or the individual being advised of the wrong BSB number and/or identifier.

**Pass code** means a password or code that the user must keep secret and which may be required to authenticate a user. A pass code may consist of numbers, letters, a combination of both, or a phrase. Examples include:

- Personal Identification Number (PIN), Internet Banking password, and code generated by a security token.

**Receiving ADI** means an ADI whose customer has received a payment or transfer.

**Scheduled payment** means you nominate a future date to process a payment or transfer of funds.

**Sending ADI** means an ADI whose customer has made an internet payment or transfer.

**Subscriber** means an entity that has subscribed to the ePayments Code.

**Subscriber No.** means the identification number which the Bank issues to the User, to be used by the User together with the PIN to gain access to Bank of Sydney Banking and to enable the user to make transactions through Bank of Sydney Internet Banking.

**Transaction** means an Electronic Funds Transfer (EFT) transaction.

**Unintended recipient** means the recipient of funds as a result of a mistaken internet payment.

**User** means a holder (see Holder), or an individual who is authorised by a subscriber and a holder, to perform transactions using a facility issued to the holder. (e.g. the Account Holder and/or Authorised User and/or Designated User).

**We, Us, Our, Bank of Sydney and the Bank** means Bank of Sydney Ltd ABN 44 093 488 629 (AFSL 243444), its subsidiaries, successors and/or assigns, or belonging to Bank of Sydney Ltd ABN 44 093 488 629 (ASFL 243444), its subsidiaries, successors and/or assigns.

**You and Your** means the account holder and/or the User

**For more information:**

- Website:** [banksyd.com.au](https://banksyd.com.au)
- Phone:** **13 95 00**  
(Mon - Fri, 9am - 5pm AEST)
- Email:** [info@banksyd.com.au](mailto:info@banksyd.com.au)
- Mail:** Bank of Sydney Ltd  
GPO Box 4288  
Sydney NSW 2001

Bank of Sydney Ltd  
ABN 44 093 488 629  
AFSL & Australian Credit Licence Number 243 444