



**Australian  
Military Bank**

# Terms and Conditions

This document should be read in conjunction with the additional product information on our website, the Schedule of Fees and Charges and the Interest Rate Schedule. Together they form the Terms and Conditions for the Accounts and Services described in this document.

# How to Contact Us

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**Mail:** Australian Military Bank  
PO Box H151  
Australia Square NSW 1215

**Phone:** 1300 13 23 28  
(Monday to Friday during business hours EST).

**Fax:** (02) 9240 4120

**Email:** [service@australianmilitarybank.com.au](mailto:service@australianmilitarybank.com.au)

**Website:** [australianmilitarybank.com.au](http://australianmilitarybank.com.au)

Or visit us at any of our branches, details of which can be found on our website.

## Important Numbers

### VISA CARD HOTLINE

**Australia wide toll free:**  
1800 648 027

**Sydney Metropolitan Area:**  
(02) 8299 9101

### FINANCIAL OMBUDSMAN SERVICE LIMITED

**Mail:** GPO Box 3 Melbourne VIC 3001

**Toll-free number:** 1800 367 287

**Fax:** (03) 9613 6399

**Email:** [info@fos.org.au](mailto:info@fos.org.au)

**Website:** [www.fos.org.au](http://www.fos.org.au)

This document contains terms and conditions for Australian Military Bank Ltd's products and services. Please read this document carefully and keep a copy in a safe place as you may need to refer to it in the future. These Terms and Conditions may change and be re-issued.

This document is available online at [australianmilitarybank.com.au](http://australianmilitarybank.com.au). You can also request a copy in branch or by calling 1300 13 23 28.

Additional product information and general information on account opening, cheque facilities, privacy, and complaint resolution is available online at [australianmilitarybank.com.au](http://australianmilitarybank.com.au).

Any advice in this document has not considered your objectives, financial situation or needs, which you should consider before acting on our recommendations.

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# PART A - General Terms and Conditions

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This Part A applies to Accounts and Services. You become bound by the Terms and Conditions when you first open or access an Account or use any Service.

## 1. DEFINITIONS

a) In this document:

**Account** means a Savings Account or a Term Deposit. For EFT Services, it means any EFT Account.

**ADF** means Australian Defence Force.

**ATM** means an automatic teller machine.

**Available Balance** includes any funds lodged in your account, any unused credit attached to that account or other agreed credit facility made available for you. The Available Balance does not include:

- deposits received but uncleared in accordance with our policy;
- interest accrued but not credited;
- deposits in transit; or
- deposits invested for a fixed term.

**Banking Business Day** means any day on which banks in Melbourne and Sydney are able to effect settlement through the Reserve Bank of Australia.

**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 facility 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, PO Box 1083 North Sydney NSW 2059, telephone (02) 9922 3511.

**Card** means a Visa Debit Card issued to you or a Nominee by Australian Military Bank.

**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.

**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.

**Day** means a 24 hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

**Device** means a device given by us to a user that is used to perform a transaction. Examples include a debit card, including the Visa Debit Card, or a token issued by us to you or your Nominee that generates a pass code, and a contactless device.

**EFT Account** means an account maintained by us and belonging to you where we permit a user to initiate funds transfers from or to the account using an Access Method through Electronic Equipment.

**EFTPOS** means electronic funds transfer at the point of sale or a network for facilitating transactions at point of sale.

**EFT Service** means an electronic funds transfer service as described in Part E of this document.

**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 Australian Military Bank or any third party for use with a 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 Card and/or PIN or Card Details but not requiring a manual signature.

**Electronic Equipment** includes but is not limited to an automatic teller machine, computer, mobile device, television and telephone.

**ePayments Code** means the Electronic Payments Code, which regulates electronic payments, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY.

**Facility** means an arrangement through which you can perform transactions.

**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 or a serial number.

**Linked Account** means:

- In relation to a Card, your account which you link to a Card, and includes any overdraft or line of credit which you may attach to your Linked Account; or
- In relation to an Online Saver Account, your account to which you must transfer funds in order to perform a withdrawal transaction.

**Merchant** means a retailer or any other provider of goods or services.

**Mistaken Internet Payment** means a payment made by a user through a 'Pay Anyone' internet banking facility and processed by an Authorised Deposit Taking Institution (ADI) through direct entry, where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:

- the user's error; or
- the user being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY.

**Nominee** means any person nominated by you to whom Australian Military Bank has issued an additional Card to access your Linked Account.

**Online Banking** refers to both our Online Banking and Online Banking for Mobile Services.

**Pass Code** means a password or code that a user must keep secret and that may be required to authenticate a transaction or user. A pass code may consist of numbers, letters, a combination of both, or a phrase. Examples include a personal identification number (PIN), online banking password, telephone banking password, and code generated by a security token. A pass code does not include a number printed on a device (e.g. a security number printed on a card).

**Payment Service** means a payment service as described in Part D of this document.

**PayWave** means the functionality on specific VISA debit cards that enables you to make small value purchases at participating Merchant outlets.

**PIN** means the personal identification number issued to you or a Nominee, including an additional or replacement PIN, for use with a VISA Debit Card when giving an instruction through Electronic Equipment.

**RediCredit** is a line of credit (now closed to new applications).

**Savings Account** means a savings account with Australian Military Bank as described in Part B of this document.

**Schedule of Fees and Charges** means the Schedule of Fees and Charges we issue from time to time setting out fees and charges payable for Accounts and Services.

**Service** means an EFT Service or a Payment Service.

**SMS Alerts** is an automated information service that allows you to receive selected transaction and balance information about your Australian Military Bank accounts using Short Message Service (SMS) sent to your mobile phone.

**Term Deposit** means a term deposit with Australian Military Bank as described in Part C of this document.

**Terms and Conditions** means this document, additional product information on our website, the Schedule of Fees and Charges and the Interest Rate Schedule.

**user** means a person authorised by us and (if not the account holder) by the account holder to use a facility for EFT Transactions, and includes an account holder.

**we, us, our, or Australian Military Bank** refers to Australian Military Bank Ltd.

**You or your** means a member of Australian Military Bank or an account holder with Australian Military Bank.

b) In this document:

unless otherwise required by the context, a singular word includes the plural and vice versa; and

a reference to business day is a day that is not a Saturday or Sunday, and not a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done.

## 2. VARIATIONS TO TERMS AND CONDITIONS

- a) We may change any of the Terms and Conditions from time to time.
- b) We will give you at least 20 days notice in writing of the following changes:
  - i. impose or increase a fee or charge;
  - ii. increase your liability for losses relating to transactions;
  - iii. impose, remove or change a daily or other periodic limit on your Account;
  - iv. reduce the number of fee-free transactions that are permitted on your Account;
  - v. vary the minimum balance to which an account keeping fee applies;
  - vi. vary the method by which interest on your account is calculated; or
  - vii. vary the circumstances when interest is credited or debited to your Account.
- c) We will notify you of other changes to your account by the time the change takes effect or in our next communication with you (subject to any applicable laws).
- d) You agree that we may give you notice of all changes, by an advertisement in a national or local newspaper, or by written notice (including a notice by personal letter, in your account statement or in our newsletter). In deciding the method of notification, we will consider the nature and extent of the account change, as well as the cost and effectiveness of different methods of notification.

- e) We will notify you of the introduction or variation of any Government charge payable directly or indirectly by you, unless it is publicised by the Government, a Government agency, or a representative body.
- f) You will be deemed to have received notice on the day of the advertisement or on the second day after the mailing of the letter or email, newsletter or account statement. For joint accounts we will provide one copy of the notice addressed to the primary joint account holder.

## 3. EPAYMENTS CODE

We warrant that we will comply with the ePayments Code where the Code applies.

## 4. YOUR RIGHT TO PRIVACY

- a) Australian Military Bank collects personal information about you or your Nominee for the purposes of providing its products and services to you. Australian Military Bank may disclose that personal information to others in order to execute any instructions, where it reasonably considers it necessary for the provision of the Card or the administration of your Linked Account(s), or if it is required by law.
- b) You represent that, in supplying Australian Military Bank with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.
- c) You and your Nominee may have access to the personal information Australian Military Bank holds about each of you at any time by asking Australian Military Bank.
- d) We are committed to abiding by the Australian Privacy Principles contained in the Privacy Act, which govern the collection, accuracy, use, disclosure and storage of personal information by us.
- e) Generally we use your information to enable us to contact you or to verify your eligibility for products and services. We may disclose that personal information to others in order to execute any instructions, where we reasonably consider it necessary, or if the law requires it.
- f) We may also send you information about products and services available to you from Australian Military Bank or other organisations with which we have a relationship. If you do not wish to receive this information, you may notify us by sending a written request to our Privacy Officer or by calling 1300 13 23 28.

- g) A copy of Australian Military Bank's Privacy Policy can be obtained by visiting our web site at [australianmilitarybank.com.au](http://australianmilitarybank.com.au), by visiting one of our branches, or by written request to our Privacy Officer.

#### **5. COMPLAINT RESOLUTION PROCEDURES**

We understand that although we do our best to provide a high level of member service, you may at times feel that there are issues that have not been resolved to your satisfaction. We will try to address your concerns as soon as possible and within our complaints handling procedure.

If you are not satisfied with the way in which we deal with your complaint, you may refer to our external dispute resolution scheme, the Financial Ombudsman Service Limited (Refer to Page 2 - Important Numbers). Further details about our complaints handling procedure can be found in our Complaint Resolution Guide. The Guide is available in branch and online at [australianmilitarybank.com.au](http://australianmilitarybank.com.au).

#### **6. ACCOUNT OPENING AND CONFIRMATIONS**

We reserve the right to not provide a savings, term deposit, payment or online service. You agree you can request a written confirmation of the opening or closing of any account or service by calling 1300 13 23 28 or visiting a branch.

#### **7. PROOF OF IDENTITY**

Under the Anti-Money Laundering and Counter-Terrorism Financing Act, you are required to produce proof of identity before your membership may be accepted. Some acceptable forms of identification are photographic military identification card, photographic driver's licence or passport. A full list is available on our website. If you are unable to do this in person, you need to supply a certified true copy of your identification documents. A list of approved certifiers is available on our website.

#### **8. TAX FILE NUMBER**

It is not compulsory for you to provide us with your Tax File Number (or exemption). However, if you choose not to, tax may be taken out of your interest payments in the form of withholding tax.

#### **9. JOINT ACCOUNTS**

- a) A Joint Account is one in the name of more than one person.
- b) If you open a Joint Account with another person, you will be jointly liable for any money that you or the other person/s owe. You are required to give written instructions on how you wish to access your accounts.
- c) The credit balance of accounts under a Joint Account is held jointly by all account holders. Each account holder has the right to all of the balance, jointly with the other account holders.
- d) If one of the Joint Account holders dies, the remaining account holder holds the credit balance; and if more than one, those remaining account holders hold the credit balance jointly. A Joint Account holder may only make a withdrawal on the terms of any signing instructions on the account. If there is any dispute notified to us between Joint Account holders, we may decide to only permit operation on the account when all parties have signed the necessary authority.
- e) We may accept a cheque into a Joint Account which is payable to any one or more of the Joint Account holders.
- f) If a 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.

#### **10. AUTHORITY TO OPERATE**

- a) You may nominate a person to operate on your account by completing a "Third Party Authority to Operate" application form, available online at [australianmilitarybank.com.au](http://australianmilitarybank.com.au) and at any of our branches.
- b) By signing a "Third Party Authority to Operate" application form you instruct us to allow a person to operate on your account. That person can operate savings or term deposit accounts as follows:
  - i. carry out withdrawals on the account for any purpose, including signing cheques; or
  - ii. make enquiries about account balances and transactions on the account, including any debit balance or available credit.

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- c) However, the person authorised does not have authority to:
- i. change any of the signatory authorisations on the account;
  - ii. give a third party access or authority to operate on the account;
  - iii. redeem Fixed Term Deposits;
  - iv. make enquiries about loan account balances or available credit on a loan account;
  - v. change contact details, including the mailing address for statements, or
  - vi. close an account.
- d) The “Third Party Authority to Operate” application will state the method of operation for the account. This may be:
- i. any account holder or signatory to sign (i.e. operate); or
  - ii. all account holders and signatories to sign; or
  - iii. another method that you specify and which is acceptable to us.
- e) If a Card is issued on an account, the method of operation for the account is to be any account holder or signatory to sign.
- f) A “Third Party Authority to Operate” application will remain in force until we receive written notice of cancellation or written notice of the death of the person granting the authority and that written notice has been processed by us. Notice of cancellation must be signed by all surviving account holders.

We may require a new “Authority to Operate” before we allow further operation on the account.

- g) If there is a dispute notified to us about an “Authority to Operate” or the owner or owners of an account, we may refuse to allow operation on the account until all parties concerned have signed the necessary authority.

- h) We will not allow a person to operate on an account until his or her identity has been verified in accordance with procedures prescribed by the Anti-Money Laundering and Counter Terrorism Financing Act and any other identification procedures we require.
- i) We are not liable for any loss or damage caused to you by persons authorised to operate on your account, except where it arises from fraudulent conduct by our agent or employee or if we are liable under law or the ePayments Code. We are not liable for any loss or damage caused by any delay in processing a cancellation of a “Third Party Authority to Operate”.

#### **11. INTEREST RATES**

- a) Information on current interest rates for savings and term deposits can be found in our Interest Rates Schedule available from our branches and on our website: [australianmilitarybank.com.au](http://australianmilitarybank.com.au).
- b) Details on interest calculation and payment are set out in:
- Part B – Savings Accounts; and
  - Part C – Term Deposits.

#### **12. FEES AND CHARGES**

- a) We will give you a Schedule of Fees and Charges at the time you open a membership or at your request. The Schedule of Fees and Charges sets out the fees and charges we may debit to your account including, but not limited to:
- i. additional statement request fees;
  - ii. dormant account fees;
  - iii. cheque related dishonour fees;
  - iv. recoupment of banks’ cheque fees;
  - v. card fees;
  - vi. government charges, if any; and
  - vii. commission on foreign currency transactions.



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### 13. ACCOUNT STATEMENTS

- a) Account statements are sent to you quarterly. More frequent or duplicate statements can be requested at any time, however a fee may apply.
- b) You agree to notify us without delay of any change of address or any error or unauthorised transactions on your statement.
- c) If you are a Joint Account holder, we may only send one statement of account addressed to the primary Joint Account holder.
- d) If you have enrolled to receive online statements, they will become available the following month or quarter (dependent on your statement cycle). Your online statement will be accessible when you log into Online Banking after that date. If you would like to receive paper statements, please let us know. Fees apply for paper statements.

### 14. RESOLVING ERRORS IN ACCOUNT STATEMENTS AND ONLINE BANKING

- a) All relevant transactions and applicable fees and charges will be recorded on the statements of the Accounts to which they are debited or credited. Where you use our Online Banking, you will also be able to access your account records through this service.
- b) You should check all entries on your Account statements and records carefully.
- c) If you believe a transaction entered on your statement or record is wrong or was not authorised by you, contact us immediately and give the following details:
  - i. your name, member number and card number (if any);
  - ii. the date and amount of the transaction in question;
  - iii. the date of the Account statement in which the payment in question first appeared; and
  - iv. a brief and clear explanation of why you believe the payment is unauthorised or an error.
- d) If we are unable to settle your concerns immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- e) We will complete our investigation within 21 days 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.
- f) Where we do need further time, we will ensure, as far as is possible to complete our investigation within 45 days.
- 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. Where relevant, our reasons for decision will also make reference to the ePayments Code.
- h) If you are not satisfied with our decision, you may request that the decision be reviewed as a complaint. Further details of our complaints handling process is found in our Complaints Resolution Guide, available in branch or online at [australianmilitarybank.com.au](http://australianmilitarybank.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 an unauthorised transaction, we will:
  - i. give you copies of any documents or other evidence we relied upon in reaching this decision; and
  - ii. advise you in writing whether or not there was any system malfunction at the time of the payment complained of.

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## 15. DORMANT MEMBERSHIP

- a) Your membership is classified as dormant if you have not carried out any transactions on the account(s) for at least 24 months and you have not responded within the nominated time-frame to our notice, requesting that the account be kept open.
- b) An annual maintenance fee may apply to accounts.
- c) We do not pay interest on accounts held under dormant membership.
- d) Once your membership becomes dormant, we may close the membership and charge a dormancy fee.
- e) If your membership remains dormant for seven years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investments Commission (ASIC) as unclaimed money.

## 16. TRANSACTIONS

We reserve the right to decline any transactions without being required to give any reason or advance notice to you.

## 17. FINANCIAL CLAIMS SCHEME

Deposit balances at Australian Military Bank, up to \$250,000 per depositor, are guaranteed by the Australian Government under the Financial Claims Scheme (FCS).

## 18. CONTACT DETAILS FOR COMMUNICATIONS

- a) You agree that you will promptly notify Australian Military Bank of any change of address, contact details or email address details to ensure you receive any notifications which Australian Military Bank is required to send to you.
- b) You agree to receive the following communications from Australian Military Bank by email to your email address as notified to Australian Military Bank or by electronic communication within the Online Banking platform: newsletters, marketing and product information, and meeting notices.

## 19. SMS ALERTS

- a) Australian Military Bank may provide SMS Alerts to assist you to manage your accounts, and to make you aware of when certain transactions occur.
- b) Where SMS Alerts are provided for members, you will be able to choose from a range of options that best suit your needs. These will be available via Online Banking.
- c) Members will be able to opt-in and opt-out of SMS Alerts via Online Banking at any time. Any fees for SMS Alerts incurred will be charged up to the time the cancellation is received by us.
- d) SMS Alerts chosen by a member may be charged at the current rate per alert. Refer to the current Schedule of Fees and Charges.

# PART B - Savings Accounts

## 1. INTEREST CALCULATION AND PAYMENT METHOD

Account Number	Account Name	Interest Calculation Method	Interest Payment
S1	Access	Minimum monthly	Annually on 31 May balance
S3	Junior Saver Account	Daily balance on tiered rate	Quarterly at end of March, June, September and December
S4	Deeming Access	Daily balance on tiered rate	Monthly
S6	Mess	Minimum monthly balance	Annually on 31 May
S8	Christmas Club	Minimum monthly balance	Annually on 31 October
S9	Cash Management	Daily balance on tiered rate	Quarterly at end of March, June, September and December. Balances under \$5,000 do not attract interest
S10	Recruit Saver (closed to new applications from 1 January 2015)	Daily balance	Monthly
S11	RediCredit (closed to new applications)	Minimum monthly balance on credit funds only (S1 rate)	Annually on 31 May
S12, S17, S53, S55	100% Mortgage Offset	No interest paid on S12 or S17 credit balance	100% of S12, S17, S53, or S55 daily balance reduces the balance of the attached mortgage loan account on which you pay interest
S13	Home Equity (Mortgage Line of Credit facility)	Minimum monthly balance on credit funds only (S1 rate)	Annually on 31 May
S15	DIY Super Saver	Daily balance	Monthly
S16	Recruit Salary Saver	Daily balance	Monthly
S18	Military Rewards Account	Daily balance	Monthly
S20	Star Saver Direct	Daily balance on tiered rate	Monthly
S21	Online Saver	Daily	Monthly

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## 2. MINIMUM MONTHLY BALANCE ACCOUNTS

- a) Interest is calculated by multiplying the minimum monthly balance by the annual interest rate divided by 12 months. Interest is paid as set out in the table above.

## 3. DAILY INTEREST ACCOUNTS

- a) Interest is calculated by multiplying the closing daily balance by the annual interest rate divided by 365 days, except in a leap year, when the annual interest rate is divided by 366. Interest is paid as set out in the above table.
- b) Interest is not paid on credit balances in S12, S17, S53 or S55 100% Mortgage Offset accounts.

## 4. ACCOUNT COMBINATION AND SWEEPING

- a) We may appropriate the credit balance of any of your savings accounts towards repayment of a debt that you may owe us on a savings account. We will notify you promptly after doing so.
- b) Arrangements can be made for automatic sweeping of funds between your savings accounts to prevent overdrawing an account or rejection of a transaction due to insufficient funds. You may nominate the hierarchy of accounts that the sweep facility will transfer funds from, to enable the transaction to be processed. Sweeping of funds will occur when there is an attempt to process an ATM or EFTPOS withdrawal, direct debit, periodical payment, member cheque presentation or Visa debit card transaction. If there are insufficient funds in all the nominated accounts to process the transaction, the sweep will not be performed and the transaction will be rejected and we may charge a fee. Please refer to our Schedule of Fees and Charges.

## 5. ACCOUNT CLOSURE

- a) We may close any of your savings accounts even though the account may have a credit balance. We will give you reasonable notice before doing so and will repay any credit balance. Any Card authorised for use on any of your accounts must be returned to us.
- b) We may close a Christmas Club account if a withdrawal of funds is made other than in the period between 1 November and 31 January.

## 6. OVERDRAWN ACCOUNTS

- a) We do not agree to provide any credit in relation to your account. You agree not to overdraw your account unless you have a RediCredit facility.
- b) We may, at our discretion, honour a cheque, periodical payment, direct debit or Visa transaction.
- c) If your account becomes overdrawn for any reason, immediate repayment is required. We may charge you a fee and interest calculated at 3% above our current overdraft interest rate on the overdrawn amount, as well as any reasonable legal fees we incur in obtaining the amount from you. Please refer to our Schedule of Fees and Charges and our website [australianmilitarybank.com.au](http://australianmilitarybank.com.au) for interest rates.

## 7. DEPOSITS AND BALANCES

Account Number	Minimum Balance	Minimum Deposit	Notice of Withdrawal
S1	NIL	NIL	NIL
S3	NIL	NIL	NIL
S4	NIL	NIL	NIL
S6	NIL	NIL	NIL
S8	NIL	NIL	NIL
S9	\$5,000	\$500	NIL
S10	NIL (maximum balance \$500,000)	NIL	NIL
S11	NIL	NIL	NIL
S12, S17, S53, S55	NIL	NIL	NIL
S13	NIL	NIL	NIL
S15	NIL	NIL	NIL
S16	NIL (maximum balance \$500,000)	\$1,500 per calendar month	NIL
S18	NIL	\$2,000 per calendar month	NIL
S20	NIL (maximum balance \$500,000)	NIL	NIL
S21	NIL (maximum balance \$500,000)	NIL	NIL

## 8. ATM/EFTPOS WITHDRAWALS

- ATM and EFTPOS withdrawals are available on S1, S3, S4, S6, S10, S12, S13, S16, S17, S18, S53 and S55 accounts and relevant sub accounts.
- If you are using a rediATM, you may withdraw a minimum of \$20 and up to a maximum of \$1000 per card per day (each day ends at 12 midnight Eastern Standard Time). If you are using an ATM not operated by rediATM, the maximum and minimum withdrawals may be different. We do not accept any responsibility for an operator of another ATM imposing restrictions on the use of an ATM.
- Should the computer system be offline for any reason, the maximum withdrawal through ATM and EFTPOS will be \$500 per card (lower for S3 Junior Saver accounts).

## 9. CASH WITHDRAWALS AT AUSTRALIAN MILITARY BANK BRANCHES

- Cash withdrawals at branches require written authorisation from the account holder and adequate identification verification.
- All cash withdrawals of \$2,000 or greater require appropriate photographic identification to be produced before cash will be provided.
- If you need a large amount we require 24 hours advance notice, either verbal or written, at the branch where you wish to withdraw the cash.
- Australian Military Bank reserves the right to limit the maximum amount of cash that a member can withdraw over the counter on any one day.

## 10. "AT-CALL" WITHDRAWALS

"At-call" withdrawals are available on S1, S3, S4, S9, S10, S11, S13, S15, S16, S18, S20, and S21 accounts.

## 11. CHRISTMAS CLUB (S8)

Withdrawals can only be made during the period 1 November to 31 January each year.

## 12. CASH MANAGEMENT (S9)

A minimum balance of \$5,000 must be maintained at all times. Should the balance drop below \$5000, no interest is earned. The minimum permitted withdrawal is \$1,000.

## 13. STAR SAVER DIRECT (S20)

- Funds are not available directly from S20. However, funds may be transferred in and out of the S20 via Phone Banking, Mobile Banking or Online Banking and then withdrawn, subject to the conditions of that other account.

- b) Withdrawals by cash and cheque are not available directly from the Star Saver Direct account. Direct debit, periodical payment, BPAY and online external transfer are available from the Star Saver Direct account.
- c) Deposits may be made direct to the Star Saver Direct account only by direct credit, payroll deduction, or transfer of funds via Phone Banking or Online Banking.

#### **14. DEEMING ACCESS (S4)**

- a) To be eligible to open a Deeming Access account, you must be aged 55 years and over and receive a Government pension. If we become aware that you no longer satisfy the eligibility criteria, we may convert your account into another savings account that we choose. We will inform you prior to converting your account. Fees and charges may apply on the new account.
- b) Interest rates and rate tiers are reviewed at least annually in line with the current Government deeming rates for pensioners.

#### **15. DIY SUPER SAVER (S15)**

- a) To be eligible to open a DIY Super Saver account, you must be a Trustee for a Registered Self Managed Superannuation Fund.
- b) EFTPOS, ATM, Bank@Post, card facility and cheque access methods are not eligible to be linked to a DIY Super Saver Account.
- c) Member Statements for the DIY Super Saver account are only available as a paper based statement.

#### **16. RECRUIT SAVER (S10) – ACCOUNT CLOSED TO NEW APPLICATIONS**

- a) To be eligible to open a Recruit Saver account, you must be a new ADF recruit and open the account within four months of your march-in date. This account is available for two years after opening.
- b) If we become aware that you no longer satisfy the eligibility criteria, we may convert your account into another savings account that we choose. We will inform you prior to converting your account. Fees and charges may apply on the new account.

- c) No everyday banking fees or annual VISA Debit Card fee are payable in relation to this account. This account does not contribute to a member's Relationship Reward. Everyday banking fees refers to Branch transactions (withdrawals/deposits), BPAY transactions, Online/Mobile/Phone Banking transactions, Australian ATM transactions, EFTPOS transactions, and Visa Debit Card fees. ATM providers not included in the rediATM and nab network may charge you directly for using their ATMs.

- d) Cheque facilities are not eligible to be linked to a Recruit Saver account.
- e) Member statements for the Recruit Saver account are only available electronically as an "eStatement". Paper based statements are not available for this product.

#### **17. RECRUIT SALARY SAVER (S16)**

- a) To be eligible to open a Recruit Salary Saver account, you must be a new ADF recruit and open the account within four months of your march-in date.
- b) Australian Military Bank reserves the right to offer the Recruit Salary Saver to a member who does not meet the above eligibility requirements.
- c) To avoid the monthly service fee, you must deposit at least \$1,500 by the last day of the preceding calendar month (excluding transfers from other Australian Military Bank accounts). If you do not satisfy these conditions, the service fee will be charged. No fee is payable within the first two months of account opening.
- d) No everyday banking fees or annual Visa Debit Card fee are payable in relation to this account. This account does not contribute to a member's Relationship Reward. For more details, please refer to the Recruit Salary Saver product information on our website at [australianmilitarybank.com.au](http://australianmilitarybank.com.au).
- e) Cheque facilities are not eligible to be linked to a Recruit Salary Saver account.
- f) Account statements for the Recruit Salary Saver are only available electronically as an "eStatement". Paper based statements are not available for this product.

#### **18. MILITARY REWARDS ACCOUNT (S18)**

- a) This account is for personal use only. It cannot be opened for business or trade purposes. As an account holder, you must be an Australian resident for taxation purposes with an Australian residential address and over 18 years of age.

Australian Military Bank reserves the right to refuse to open an account or close an account if we deem that these requirements are not being met.

- b) This account offers a cents gifting program. At the end of each month, the cents on the account balance (up to 0.99 cents) per sub-account will be matched by Australian Military Bank and donated to selected Defence related charities. Account owners can either direct which charities offered by Australian Military Bank that their total monies will be donated to, or, where no charity is selected, the donation will be split equally amongst the charities.
- c) To avoid the monthly service fee, you must deposit at least \$2,000 by the last day of the preceding calendar month (excluding transfers from other Australian Military Bank accounts). If you do not satisfy these conditions, the service fee will be charged.
- d) The 1% cash back on Visa payWave purchases under \$100 in Australia (capped at \$25 per month), applies when you deposit \$2,000 or more per calendar month (excluding transfers from other Australian Military Bank accounts) into your Military Rewards account. Your account will be credited with the cash back in the calendar month after which your deposit and any respective transactions are made.

This means that when your Military Rewards account is closed, you will not receive any cash back credits for transactions that occur in the calendar month in which the account is closed.

The intent of the cash back offer is to reward eligible Military Rewards account holders with 1% cash back (capped at \$25 per month) on eligible general everyday purchases.

The 1% cash back offer may be changed or withdrawn at any time at our sole discretion. Should this offer be used in a manner that is not satisfactory or in line with the intent of the offer, we may place a stop or freeze on your account, refuse to apply the rebate to any or all of the purchases, or reverse the amount of the cash backs previously paid to you.

You agree that you will conduct your transactions honestly, fairly and in line with how a reasonable person would conduct

purchases. This means that if a purchase normally would not be eligible for cash back, you will not manipulate your conduct or purchases to artificially activate the cash back benefit.

For clarity, unsatisfactory conduct falling outside the intent of the offer may include (but is not limited to), splitting larger purchases into smaller multiple transactions, conducting repeated transactions under \$100 at the same merchant within an unreasonably short period of time or opening multiple accounts under the same name for the purpose of obtaining multiple cash back amounts in excess of the monthly cap.

We cannot guarantee that payWave facilities will be available for use for your chosen purchase.

- e) The annual Visa debit card fee is not payable in relation to this account. This account also offers free rediATM withdrawals.
- f) Cheque facilities are not eligible to be linked to this account
- g) Account statements are only available electronically as an "eStatement". Paper based statements are not available for this account.

#### **19. ONLINE SAVER (S21)**

- a) Funds are not available directly from an Online Saver account, however, funds may be transferred from an Online Saver account to a linked account and then withdrawn subject to the conditions of that account.
- b) A linked account must be associated with an Online Saver account, which can be another Australian Military Bank savings account, or an account with another financial institution.
- c) Withdrawals by cash, cheque, direct debit, periodical payment or any other form are not available directly from an Online Saver, but may be made from the linked account where availability of funds will be subject to the conditions of that linked account.
- d) Deposits may be made directly to an Online Saver by direct credit, payroll deduction, or transfer of funds via Phone Banking or Online Banking.

#### **20. SPECIAL PURPOSE ACCOUNTS**

- a) Special Purpose accounts or "sub-accounts" can be opened on all accounts (except the S3 account) when a separate account is required for a special reason.
- b) All "sub-accounts" are subject to the terms and conditions of the primary account type.

# PART C - Term Deposits

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## General Terms and Conditions

### 1. INSTRUCTIONS

- a) A completed application form, including maturity and interest payment instructions, is required to establish a Term Deposit.
- b) A Term Deposit will only be opened in the member(s) name(s).
- c) Written notice is required to alter the instructions on a Term Deposit.

### 2. AUSTRALIAN MILITARY BANK DISCRETION

- a) We may refuse to accept any application to open a Term Deposit and may set maximum and minimum amounts for deposits and terms.
- b) We reserve the right to restrict deposits to Term Deposit accounts.
- c) We reserve the right to refuse a request for redemption of a term deposit before the agreed maturity date.

### 3. CHEQUE DEPOSITS

- a) Please refer to PART B - Savings Accounts, Deposits and Balances for general conditions relating to cheque deposits.
- b) If a cheque deposited to your Term Deposit is dishonoured, any interest accrued on the deposit from the day the cheque was credited to your Term Deposit will be reversed by us.

### 4. INTEREST RATE

The interest rate on a Term Deposit will not change during the term of the deposit, unless agreed between you and us. If we quote you an interest rate for a Term Deposit, the rate may differ if the deposit is not made on the same day.

### 5. INTEREST CALCULATION

Interest is calculated by multiplying the closing daily balance by the annual interest rate divided by 365 days.

## Deposit and Interest Payments

### 1. TYPES

- a) Our Term Deposits are divided into three types:

#### Investment Plus:

- Interest is paid on maturity for terms up to and including 12 months. For any term that exceeds 12 months, interest is paid annually.
- The amount of deposit can only be increased on maturity.

#### Income Plus:

- Interest is paid monthly.
- The amount of deposit can only be increased on maturity.

#### Teen Plus:

- Only available to members with a Junior Saver Account.
- Interest is paid on maturity for terms up to and including 12 months. For any term that exceeds 12 months, interest is paid annually.
- The amount of deposit can only be increased on maturity.



- b) The following tables show the minimum deposit and terms available for each type of Term Deposit.

Investment Plus		
Term (months)	Minimum Balance*	Interest Paid
3	\$1000	At maturity
6	\$1000	At maturity
9	\$1000	At maturity
12	\$1000	At maturity
15	\$1000	Annually
18	\$1000	Annually
24	\$1000	Annually

\*Minimum balance \$500 for Teen Plus members only.

Income Plus		
Term (months)	Minimum Balance*	Interest Paid
3	\$1000	Monthly
6	\$1000	Monthly
12	\$1000	Monthly

\*Minimum balance \$500 for Teen Plus members only.

From time to time we may negotiate Term Deposits other than those noted above. In those instances the interest rate and term applicable will be advised at that time.

## 2. WITHDRAWAL RESTRICTIONS

- You acknowledge that any Term Deposit is lodged on the understanding that it is not withdrawn before the maturity date.
- You may request an early redemption of your deposit before the term has ended but if granted, interest will be paid at a reduced rate from the date of deposit to the day prior to withdrawal. The reduced rate will be as decided by us from time to time and is currently the S1 Access account interest rate.
- Any interest paid at the higher rate on amounts withdrawn before maturity will be recalculated at the reduced rate and the difference payable on deducted interest on withdrawal, or if this is not sufficient, from the principal at time of withdrawal.

## 3. ACCOUNT CLOSURE

We may close a Term Deposit should the balance of that deposit fall below minimum balance requirements. We will give you reasonable notice before doing so and will repay any credit balance.

## 4. ACCOUNT COMBINATION

We may appropriate the credit balance of your Term Deposit towards repayment of a debt that you may owe us on a savings account. We will notify you promptly after doing so.

## 5. CERTIFICATES

Term Deposit certificates will be issued for all Term Deposits on establishment and when individual Term Deposits are rolled over.

## 6. MATURITY ON TERM DEPOSITS

- You may nominate in writing to have the principal on maturity renewed, transferred to a nominated account, or paid by cheque at any time prior to maturity.
- Australian Military Bank will endeavour to contact you one week before the date your Term Deposit matures to confirm your instructions.
- Unless instructions to the contrary are received from you on or before the maturity date, Australian Military Bank may renew the deposit. If we renew the Term Deposit, the interest rate and other conditions will be those applicable to any other Term Deposit available on that day for the same amount and term.
- If Australian Military Bank renews your Term Deposit without your instructions, we will send you confirmation of our actions, and allow you up to seven days to issue us with instructions if you wish to choose an alternate direction.

# PART D - Payment Services

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This Part D applies to the following Payment Services:

- Direct Credits
- Direct Debits
- Periodical Payments
- Member Cheques

## General Terms and Conditions

### 1. FEES AND CHARGES

We may charge fees and charges on our Payment Services. The current Schedule of Fees and Charges detailing all our current fees and charges is available on the Australian Military Bank website or on request at any time.

### 2. STOP PAYMENT

When stopping payment, you must do so in accordance with these Terms and Conditions (see each Payment Service below). We may charge you a fee for acting to stop or alter a transaction on a Payment Service.

### 3. STOP PAYMENT LIABILITY

We are not liable to you if you request that a transaction be stopped or altered when we have already debited the amount to your account or we are liable to pay the amount of the transaction to another person, unless we are liable to you under law or the ePayments Code.

### 4. GENERAL LIABILITY

We and our agents and contractors are not liable for any negligence, delay or error in transit or transmission of a Payment Service, unless we are liable under law or the ePayments Code. If this exclusion is not effective, our liability or that of our agents or contractors is limited to the cost of resupply of the service, where the law and the ePayments Code permit this limitation.

### 5. OVERDRAWN ACCOUNTS

We may, at our discretion, honour any payment from your account. However, if your account becomes overdrawn for any reason, immediate repayment is required and we may charge you a fee and interest on the overdrawn amount as per our Schedule of Fees and Charges as well as any reasonable legal fees we incur in obtaining the amount from you.

## Direct Credits

### 1. SERVICE

You may have your pay or other regular payments credited to your nominated account by Direct Credit.

### 2. INSTRUCTION

You may request us to direct your pay, part pay or any credit to other Australian Military Bank accounts or memberships. All requests must be in writing.

### 3. SUPPLIERS

We reserve the right to refuse to accept deposits from a Direct Credit Supplier who is not registered in the Direct Entry scheme transmitted via Cuscal. The Direct Credit Supplier must provide sufficient funds to us to credit your account and comply with any conditions that we impose from time to time.

### 4. CONDITIONS

Direct Credits received daily are processed no later than 9am the next working day. We are not liable for any delay in the crediting of your pay to your nominated account.

### 5. DIRECT CREDIT REVERSAL

We may reverse a Direct Credit to any of your accounts that Australian Military Bank has received on your behalf, if we for any reason whatsoever, do not receive value for the direct credit.

### 6. STOP PAYMENT

To stop a Direct Credit payment service you must notify your Direct Credit Supplier and Australian Military Bank without delay after deciding to stop the service.

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## Direct Debits and Periodical Payments

### 1. SERVICE

- a) A Direct Debit or Periodical Payment service may be established on your S1, special purpose, S4, S6, S10, S12, S13, S15, S16, S17, S18 or S53 accounts.
- b) A Direct Debit transaction is a transfer of funds from your account to an account with another financial institution, when you have authorised it to debit your account. To establish a Direct Debit service, you must complete an authorisation form and send it to the Direct Debit supplier to establish the Direct Debit service. We will commence the Direct Debit payment after we receive the request for payment from the Supplier.
- c) A Periodical Payment is a transfer of funds at your request from your account to a specified account or third party on a certain date on a regular basis. To establish a Periodical Payment service, you can set one up in Online Banking or in branch.
- d) When we make a periodical payment, we are not acting as your agent or the agent of the payee and we do not have to advise you if a periodical payment is not made.
- e) If a periodical payment is for a loan with us and there are insufficient funds to make the payment, we may at any time debit your account from which the payment is made for any amount you owe us.
- f) If a periodical payment is dishonoured for two consecutive payments, we may cancel the authority.
- g) In the event that a future dated periodical payment is due on the weekend or NSW public holiday, the payment may be made on the previous business day.

### 2. PAYMENT ORDER

If you request more than one Periodical Payment or Direct Debit, we will determine the order in which they are paid.

### 3. OVERDRAWN ACCOUNTS

- a) If the amount of the Direct Debit or Periodical Payment exceeds the available balance in your nominated account, we may refuse to pay the Direct Debit or Periodical Payment.
- b) We will attempt each day for up to five (5) business days to pay the periodical payment. We will cancel the periodical payment if we have unsuccessfully attempted to pay it on five occasions. We will incur no liability for the cancellation.
- c) We may impose a fee for attempting to pay the periodical payment, for a dishonour, or if the account becomes overdrawn. Please refer to the Schedule of Fees and Charges.

### 4. STOP OR ALTER PAYMENT AUTHORITY

- a) To stop a Direct Debit you must contact us at least three (3) business days before the next payment is to be made. You must also instruct any Direct Debit Supplier to stop the Direct Debit without delay.
- b) To stop or alter a Periodical Payment, you must provide notice of at least one (1) business day.

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## Member Cheques

### 1. CHEQUE FACILITY TERMS AND CONDITIONS

- a) When we accept your application, you acknowledge that you have appointed Australian Military Bank as your agent and that you have authorised us to:
  - i. conduct accounts (“the Bank account”) with a bank (“the Bank”) to enable you to draw cheques for payment of goods and services out of the funds in your Australian Military Bank account in accordance with these Terms and Conditions; and
  - ii. transfer funds to the Bank account from your account to pay the amount of cheques that you or your authorised signatories have signed and to pay the value of all costs taxes or charges made by Australian Military Bank or the Bank.

### 2. CHEQUE BOOK SECURITY

- a) It is your responsibility to safeguard your cheque book from loss, theft or unauthorised use. It is important that you:
  - i. keep your cheque book under secure control and in a safe place at all times;
  - ii. never give your cheque book or an incomplete cheque to any person;
  - iii. read your statement carefully and notify us promptly if it contains any entry which you suspect may represent an unauthorised transaction; and
  - iv. contact us immediately if you become aware that your cheque book or a cheque has been lost, stolen or used without your authority.

### 3. COMPLETING A CHEQUE

- a) When you write a cheque you have a duty to fill it out carefully so that no-one else can alter it. It is important that you:
  - i. write the amount in both words and figures and never leave a gap between the words or figures;
  - ii. 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;
  - iii. always write cheques in ink which cannot be rubbed out and never in pencil; and
  - iv. never sign a cheque until you have filled it out completely.

### 4. LIABILITY

- a) You will be liable for all losses caused by your failure to observe the duties specified in clauses 2 and 3 above. However, in no case will you be liable where it is shown, on the balance of probabilities, that the loss was caused by:
  - i. the fraudulent or negligent conduct of our employees or agents; or
  - ii. the same cheque being debited more than once to the same account.
- b) If the amount of any cheque presented for payment to the Bank exceeds the Available Balance as defined below in your account at the time the cheque is presented, we may instruct the Bank to refuse to pay the cheque. If that occurs we will advise you in writing, as soon as practicable, but will not be liable for any losses caused by our failure to do so. 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 incurred through such refusal, and such costs shall constitute a debt owed by you to us.

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- c) In the event that a correctly authorised and presented cheque exceeds the Available Balance of your account, 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. We may charge you a fee when we make such a transfer and, if we do, the 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.
  - d) If we pay a correctly authorised and presented cheque that exceeds your Available Balance then you will incur a debt to us reflecting the amount by which the cheque exceeds the Available Balance. This debt is repayable by you immediately upon the written demand of us. If you fail to repay the debt then you will be required to pay all costs and expenses incurred by us in collection of that debt.

#### **5. STOP PAYMENT**

- a) In order to stop a payment on a cheque, please notify us by phone or email as soon as possible and clearly identify the cheque to be stopped.
- b) If the cheque is presented after the stop payment has been placed on it, the cheque will be dishonoured by us. Fees are payable. Please see our Schedule of Fees and Charges for further details.
- c) Where we agree to your request to stop payment, you agree to indemnify Australian Military Bank against any loss we may suffer or be liable to suffer as a result of the stop payment. You also agree to indemnify Australian Military Bank against cost of any litigation that may be brought against us by any person as a result of a payment being stopped at your request.
- d) You also agree that your instructions to stop payment will not be operated if the said cheque has been presented to and paid by Australian Military Bank prior to or during the time of receipt of these instructions by Australian Military Bank.

#### **6. CHEQUE DEPOSITS**

- a) Cheques deposited to your account will be credited conditionally. Amounts credited will be debited back to your account if the cheque is not met. Credits may not be available until we have been advised that the cheque has been cleared.
- b) Arrangements can be made for special clearance on any cheque deposit. We may charge a special clearance fee. If a cheque deposited is refused payment by the paying bank, we may charge a fee. Please refer to our Schedule of Fees and Charges.
- c) All cheques for deposit can only be accepted if in the name of the account holder. If depositing through Bank@Post, cheques can only be accepted in the name of the cardholder. Endorsed cheques will not be accepted.
- d) A cheque will not be accepted if it is "stale" (i.e. the date of the cheque is more than 15 months old).
- e) If a cheque deposited to your account is dishonoured, any interest accrued on the deposit from the day the cheque was credited to your account will be reversed by us.
- f) Written authorisation is required from the account holder for a third party to conduct a cash or cheque withdrawal at a branch.

## PART E - EFT Services

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This Part E applies to your access to and use of the following EFT services:

- Visa Debit Card transactions, including ATM and EFTPOS, that are not intended to be authenticated by comparing a manual signature with a specimen signature;
- telephone banking and bill payment transactions;
- online banking transactions, including 'Pay Anyone';
- online transactions performed using a card number and expiry date;
- online bill payments (including BPAY);
- direct debits; and
- transactions using mobile devices.

Please read these terms and conditions carefully. If you do not understand them please contact us. By accessing these EFT Services, you agree to be bound by the terms and conditions set out below. These terms and conditions operate in addition to any legal rights we have or you have.

### General Terms and Conditions

#### 1. LIABILITY FOR UNAUTHORISED TRANSACTIONS

- a) This clause 1 deals with liability for unauthorised EFT Transactions. An unauthorised EFT Transaction is an EFT Transaction that is not authorised by you or your Nominee.
- b) You have no liability for losses:
  - i. caused by fraudulent or negligent conduct of employees or agents of Australian Military Bank, companies involved in networking arrangements, or Merchants;
  - ii. relating to any component of a Device, Identifier or Pass Code that is forged, faulty, expired, or cancelled;
  - iii. from transactions that require use of a Device and/or Pass Code that occur before the user receives the Device and/or Pass Code (including a reissued Device and/or Pass Code);
  - iv. caused by the same transaction being incorrectly debited more than once to the same account; and
- v. from unauthorised transactions occurring after notification to us that the Device has been misused, lost or stolen, or that the security of the Pass Code has been breached;
- c) You are not liable for loss arising from an unauthorised transaction that can be made using an Identifier without a Pass Code or Device. Where a transaction can be made using a Device, or a Device and an Identifier, but does not require a Pass Code, you are liable only if the user unreasonably delays reporting the loss or theft of the Device.
- d) You are not liable for loss arising from an unauthorised transaction where it is clear that you have not contributed to the loss.
- e) If clauses 1(b) to 1(d) do not apply, you will be liable for losses resulting from unauthorised EFT Transactions only as provided in clauses 1(f) and 1(g).
- f) This clause 1(f) applies if we can prove on the balance of probability that the user contributed to the losses through the user's fraud or the user's contravention of the requirements in clause 1(i).
  - i. You will be liable for the actual losses occurring before we are notified that the Device has been misused, lost or stolen or that the security of the Pass Code has been breached.
  - ii. However you will not be liable for any of the following amounts:
    - a. that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
    - b. that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
    - c. that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit); or
    - d. all losses incurred on any accounts which we had not agreed with you could be accessed using the Device or Identifier and/or Pass Code used to perform the transaction.

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- g) This clause 1(g) applies if we can prove on the balance of probability that a user contributed to losses resulting from unauthorised transactions by the user unreasonably delaying notification after becoming aware of the misuse, loss or theft of the Device, or that the security of the Pass Code has been breached.
- i. You will be liable for the actual losses occurring between when the user became aware (or should reasonably have become aware, in the case of a lost or stolen Device) and when we were actually notified.
  - ii. However, you will not be liable for any of the following amounts:
    - a. that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
    - b. that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
    - c. that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit); or
    - d. all losses incurred on any accounts which we had not agreed with you could be accessed using the Device and/or Pass Code used to perform the transaction.
- h) If clauses 1(f) to 1(g) do not apply, you will be liable for the lesser of:
- i. \$150; or
  - ii. the balance of those account(s) (including any pre-arranged credit) from which value was transferred in the unauthorised transactions and which we have agreed with you may be accessed using the Device and/or Pass Code; or
  - iii. the actual loss at the time we are notified (where relevant) that the Device has been misused, lost or stolen or that the security of the Pass Code has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit(s)).
- i) A user contravenes the requirements of this clause 1(i) if:
- i. the user voluntarily discloses one or more Pass Codes to anyone, including a family member or friend; or
  - ii. where a Device is also needed to perform a transaction, the user indicates the Pass Code on the outside of the Device, or keeps a record of the Pass Code (without making any reasonable attempt to protect the security of the Pass Code record) on the one article, or on several articles, carried with the Device or liable to loss or theft simultaneously with the Device; or
  - iii. where a Device is not needed to perform a transaction, the user keeps a record of the Pass Code (without making any reasonable attempt to protect the security of the Pass Code records) on the one article, or on several articles so that they are liable to loss or theft simultaneously; or
  - iv. where we permit the user to select or change a Pass Code and, immediately before the user's selection or change of the Pass Code, we specifically instruct the user not to select a numeric Pass Code which represents the user's birth date or an alphabetical code which is a recognisable part of the user's name, and we warn the user of the consequences of such a selection, and the user nonetheless selects such a numeric or alphabetical Pass Code; or
  - v. the user acts with extreme carelessness in failing to protect the security of the Pass Code.
- However, if we expressly authorise particular conduct by a user, that conduct by the user (within any applicable conditions we specify) is not a contravention of the above requirements.
- j) If facilities to notify unauthorised transactions are not available during particular periods, any losses occurring during these periods that were due to non-notification will be our liability, provided that notification is made to us within a reasonable time of the facility again becoming available.
- k) Despite clauses 1(f) to 1(h), your liability for an unauthorised EFT Transaction will not exceed your liability as provided in the ePayments Code, where the ePayments Code applies.

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## 2. HOW TO KEEP YOUR PASS CODE(S) SAFE

- a) To guard against unauthorised use, it is important that you:
  - i. keep secure and protect your record of Pass Code(s);
  - ii. keep only one record of your Pass Code(s);
  - iii. keep your record of your Pass Code(s) and Member number separate and apart from each other;
  - iv. where a Device is needed to perform a transaction, write or record Pass Code(s) on the Device, or keep a record of the Pass Code(s) on anything:
    - a. carried with the Device, or
    - b. liable to loss or theft simultaneously with a Device, unless you make a reasonable attempt to protect the security of the Pass Code; or
  - v. where a Device is not needed to perform a transaction, keep a written record of all Pass Codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the Pass Code(s);
  - vi. do not tell any unauthorised person your Pass Code(s); and
  - vii. do not allow any unauthorised person to view or hear your Pass Code(s).
- b) A reasonable attempt to protect the security of a Pass Code record includes making any reasonable attempt to disguise the Pass Code within the record, or prevent unauthorised access to the Pass Code record, including by:
  - i. hiding or disguising the Pass Code record among other records;
  - ii. hiding or disguising the Pass Code record in a place where a Pass Code record would not be expected to be found,
  - iii. keeping a record of the Pass Code record in a securely locked container; or
  - iv. preventing unauthorised access to an electronically stored record of the Pass Code record.

This list is not exhaustive.

- c) You must not be extremely careless in failing to protect the security of the Pass Code. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

## 3. WHAT TO DO IF YOUR PASS CODE(S) ARE LOST OR STOLEN

- a) You must inform us as soon as possible if you become aware of unauthorised access to any of your Pass Code(s) or of the loss or theft of a record of any of your Pass Codes or if you suspect that any of your Pass Codes have become known to someone else.
- b) If you unreasonably delay in notifying us, your possible loss as a result of unauthorised transactions on your account(s) may increase.

## 4. VARIATIONS TO THESE TERMS AND CONDITIONS

- a) We reserve the right to vary these terms and conditions from time to time.
- b) We will give you at least 20 days notice if any variation will:
  - i. impose or increase fees or charges for your use of these EFT Services;
  - ii. increase your liability for losses relating to transactions; or
  - iii. imposing, removing or changing the transaction limits applying to your use of these EFT Services, your Linked Account(s) or Electronic Equipment; or
  - iv. indicate that your EFT Services or delivery systems for these services is to be discontinued or withdrawn.
- c) We will tell you of all other variations by the time the change takes effect or at our next communication with you (subject to any applicable laws).
- d) You agree that we may give you notice of changes contained above in clauses 4(b) and 4(c), by an advertisement in a national or local newspaper, or by written notice (including a notice by personal letter, in your account statement or in our newsletter). In deciding the method of notification, we will consider the nature and extent of the change, as well as the cost effectiveness of different methods of notification.
- e) Our obligation to give you advance notice does not apply if variations are required in an emergency to restore or maintain the security of these EFT Services or any individual account held.



- f) Australian Military Bank reserves the right to vary the types of services offered in relation to these EFT Services.
- g) To the extent permitted by law we are not required to give you advance notice of:
  - i. a reduction or cancellation of daily VISA card limits for Electronic Transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking where these changes are required to immediately restore or maintain the security of a system or individual accounts.
- 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.

## 5. CONDITIONS BINDING

You accept these terms and conditions by using the Identifier, Pass Code and/or Device. In turn, we undertake to keep to these terms and conditions once you have used the Identifier, Pass Code and/or Device.

## Online Banking and Phone Banking Terms and Conditions

### 1. INTRODUCTION

- a) These terms and conditions apply to Online Banking (which includes Mobile Banking), and Phone Banking. These are sometimes referred to as the Services in these terms and conditions.
- b) Australian Military Bank will provide you with access to Online Banking using a Pass Code when a completed application to use the Service is accepted and approved by us.
- c) You can use the Online Banking Service when your Member number and correct Pass Code are keyed in.
- d) Access to Phone Banking is available to all Members on selection of your own four to six digit Telephone Pass Code.

- e) Access to third party transfers is available via Online Banking and Phone Banking for all members, apart from joint accounts where the signing authority has been set up to require more than one party to authorise transactions.
- f) Third party transfers to other financial institutions are only available via Online Banking.
- g) For third party transfers to other financial institutions, we may limit the value of the transactions that you may make on any one day. To increase this limit, contact the Member Contact Centre on 1300 13 23 28.
- h) Funds can be accessed by ATM, EFTPOS or Member Cheque Book facilities immediately after internal transfer between Australian Military Bank accounts.
- i) We are not liable to you or any other person for and in relation to connection to the Internet. You must make your own provisions through an Internet Service Provider.
- j) We may cancel the use of a Pass Code or withhold a Pass Code at any time without notice if we believe that Pass Code is being used in a way that may cause losses to you or us. We may vary the maximum or minimum amounts which you may withdraw from Electronic Equipment within any period of time.
- k) If you ask us to make a payment or transfer through Electronic Equipment, in most cases it will be treated as having been made:
  - i. on the same day, if you asked us to make a payment or transfer before our payment or transfer cut-off time on a business day; or
  - ii. on the next business day, if you asked us to make a payment or transfer after our payment or transfer cut-off time or on a weekend or public holiday.

This does not include Telegraphic Transfers or International payments.

- l) You can also schedule a payment or transfer in Online Banking only. That is, you can advise us of a future date on which the payment is to be made. In these cases, the request is treated as having been made on the day or days nominated by you for the payment or transfer to be made. If any such day is a weekend or public holiday, the payment or transfer will be treated as having been made on the next business day. Once you have instructed us to make a scheduled payment or transfer, you can cancel this instruction in advance of the due date for payment or transfer. We will attempt each day for up to five business days to make the payment. Any such cancellation must be received before our payment or transfer cut-off time on the day the schedule is due, and must be made via Online Banking. Otherwise, we will process the payment or transfer as originally instructed by you.

## **2. ONLINE BANKING AND TELEPHONE PASS CODES**

- a) Australian Military Bank reserves the right to cancel any Pass Code(s) at any time without notice.
- b) You may at any time request in writing that we withdraw access to any or all of these Services. You will remain responsible for any transactions made on your account(s) using these Services until the request has been received and processed by us. If access to these Services is a requirement for a particular savings account and we become aware that you no longer have access to these Services, we may convert your account into another savings account that we choose. We will inform you prior to converting your account. Fees and charges may apply on the new account.

## **3. USE OF THESE SERVICES**

- a) These Services are available for the enquiries and transactions specified by Australian Military Bank from time to time.
- b) You will only be able to use these Services to access accounts when you are the account holder.

- c) Transactions made using these Services are also governed by the terms and conditions of the accounts being used and these terms and conditions do not affect the terms and conditions applying to those various accounts. In the event of a conflict between these terms and conditions and the terms and conditions of the relevant account, the terms and conditions which apply to the relevant account will prevail.
- d) We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us through these Services will remain confidential and protected from unauthorised access but we will not otherwise be liable for any unauthorised access by any means to that information.
- e) Transactions made through electronic services may be processed at our option on the next available working day.
- f) Australian Military Bank reserves the right to decline any transactions without being required to give any reason or advance notice to you.
- g) Australian Military Bank is not liable for any loss or damage incurred by any person if a transaction is not effected or is delayed or is in error, for any reason.

## **4. WHAT HAPPENS WHERE THESE SERVICES ARE UNAVAILABLE?**

- a) It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use these Services.
- b) We undertake to make all reasonable efforts to ensure that the Services are available to you during the hours specified by us from time to time but we are not liable to you or any other person for or in connection with:
- i. failure of these Services to perform in whole or in part, any function which we have specified they will perform;
  - ii. the unavailability of these Services to you in whole or in part because of the failure of the communication network, ancillary equipment or any circumstance beyond our reasonable control;
  - iii. delays or errors in the execution of any transactions because of the communication network, ancillary equipment or any circumstance beyond our reasonable control; or
  - iv. the supply and maintenance of any equipment necessary to access these services (e.g. personal computer and modem).

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## 5. WHAT SHOULD YOU DO IF YOU THINK WE HAVE MADE A MISTAKE?

- a) Contact us as soon as possible if you think:
  - i. there has been a mistake in a transaction made through these Services; or
  - ii. information received through these Services is wrong.
- b) Section 14 of the General Terms and Conditions contains more information on how we investigate concerns about errors in account records and statements.

## 6. MISTAKEN INTERNET PAYMENTS

- a) If you tell us to make a payment or transfer and after we have made that payment or transfer you discover that:
  - i. the amount you told us to pay or transfer was greater than the amount you needed to pay or transfer, then you must contact the recipient to obtain a refund;
  - ii. you made a mistake in telling us to make a payment or transfer to a particular account then you must contact us to investigate as a mistaken internet payment. You will not be able to make any claim upon us in this instance.
- b) If you report a Mistaken Internet Payment, Australian Military Bank must investigate whether a Mistaken Internet Payment has occurred.
- c) If Australian Military Bank is satisfied that a Mistaken Internet Payment has occurred:
  - i. We will send the receiving ADI a request for the return of the funds; and
  - ii. The receiving ADI must within five business days:
    - a. acknowledge the request by Australian Military Bank for the return of funds; and
    - b. advise Australian Military Bank whether there are sufficient funds in the account of the unintended recipient to cover the Mistaken Internet Payment.
- d) If we are not satisfied that a Mistaken Internet Payment has occurred, we are not required to take any further action.

What then happens depends on how long after the Mistaken Internet Payment was reported by you to Australian Military Bank.

- e) Where you report a Mistaken Internet Payment within 10 business days of the payment being made, then after satisfying ourselves as to the matters set out in clause 6(c) we will send the receiving ADI a request for the return of funds, and:
  - i. If the receiving ADI is satisfied that a Mistaken Internet Payment has occurred, and there are sufficient funds in the account of the unintended recipient, it must return the funds to us within 10 business days of receipt of our request; or
  - ii. If the receiving ADI is not satisfied that a Mistaken Internet Payment has occurred, it may still seek, but is not obliged to do so, the consent of the unintended recipient to return the funds to us.

Where we receive any return funds from the receiving ADI, we will credit your relevant account as soon as practicable.

- f) Where you report a Mistaken Internet Payment between 10 business days and seven months after making the payment, then, after satisfying ourselves as to the matters set out in clause 6(c) we will send the receiving ADI a request for the return of funds; and
  - i. The receiving ADI must investigate the reported Mistaken Internet Payment within 10 business days of receiving our request; and
  - ii. If the receiving ADI is satisfied that a Mistaken Internet Payment has occurred, and there are sufficient funds in the account of the unintended recipient, then it must:
    - a. prevent the unintended recipient from withdrawing the funds from their account for a further 10 business days; and
    - b. notify the intended recipient that the receiving ADI will itself withdraw the funds from their account if the unintended recipient does not establish an entitlement to those funds within the period of 10 business days; or
    - c. if the unintended recipient does not establish an entitlement to the funds within 10 business days the receiving ADI is obliged to return the funds to us.

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- iii. If the receiving ADI is not satisfied that a Mistaken Internet Payment has occurred, it may still seek, but is not obliged to do so, the consent of the unintended recipient for the return of the funds to us; and
  - iv. Where we receive any returned funds from the receiving ADI, we will credit your relevant account as soon as practicable.
- g) Where you report a Mistaken Internet Payment more than seven months after making the payment, then, after satisfying ourselves as to the matters set out in clause 6(c), we will send the receiving ADI a request for the return of funds, and
- i. If the receiving ADI is satisfied that a Mistaken Internet Payment has occurred, and there are sufficient funds in the account of the unintended recipient, it must seek the consent of the unintended recipient to return the funds; or
  - ii. If the receiving ADI is not satisfied that a Mistaken Internet Payment has occurred, it may still seek, but is not obliged to do so, the consent of the unintended recipient for the return of the funds to us; and
  - iii. When we receive any returned funds from the receiving ADI we will credit your relevant account as soon as practicable.
- h) Where in clause 6(g) the receiving ADI seeks the consent of the unintended recipient for the return of the funds, but the unintended recipient does not consent or respond, the receiving ADI has no further obligations in the matter.
- i) Where the unintended recipient of a Mistaken Internet Payment is receiving income support payments from Centrelink, the receiving ADI must recover the funds in accordance with the Code of Operation for Centrelink Direct Credit Payments. This means that repayment of the funds may need to be made by instalments with certain minimum protective amounts. Where these circumstances arise, Australian Military Bank will notify you.
- j) Where Australian Military Bank and the receiving ADI are satisfied that a Mistaken Internet Payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the Mistaken Internet Payment, then, except in circumstances contemplated by clause 6(i), the receiving ADI must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder. This may involve repayment of the funds by instalments.
- k) We will inform you in writing of the outcome of your report of a Mistaken Internet Payment within 30 business days of the day on which you make the report.
- l) If you are not satisfied with the manner in which your report about a Mistaken Internet Payment has been dealt with either by ourselves or the receiving ADI, you may lodge a complaint with us. We must deal with that complaint in accordance with our complaint resolution procedures. Where you are not satisfied with the outcome of the complaint, you may refer the matter to our external dispute resolution scheme, FOS.

## **7. ADDING FURTHER SERVICES**

- a) We reserve the right to provide additional services.
- b) In the event of conflict between the terms and conditions of these services and the terms and conditions of a product yet to be offered by these services, the terms and conditions of the relevant product will prevail.

## **8. STATEMENTS OF ACCOUNT**

- a) You can request to receive a record of account activity on accounts to or from which EFT transactions can be made every month. Otherwise, statements of account are provided, every three months.
- b) We will provide you with a statement of account otherwise, on request. A charge for this service applies. Refer to the Schedule of Fees and Charges for current rates available online at [australianmilitarybank.com.au](http://australianmilitarybank.com.au) or at any branch.

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## BPAY Terms and Conditions

### 1. GENERAL

- a) These terms and conditions relate to our BPAY facility available via Online Banking at [australianmilitarybank.com.au](http://australianmilitarybank.com.au) or Phone Banking on 1300 13 23 28.
- b) 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.
- c) 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.

### 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:
  - i. you become aware of any delays or mistakes in processing your BPAY Payment;
  - ii. you did not authorise a BPAY Payment that has been made from your Account; or
  - iii. you think that you have been fraudulently induced to make a BPAY payment.
- b) If you believe an unauthorised BPAY Payment has been made and your facility uses a secret code such as a PIN or password, you should change that code. If the security of a facility such as a card has been compromised, you should contact us to cancel the card.

### 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 the nominated Account(s) which are linked with BPAY access.
- 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 (e.g. 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 3(d) 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.

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#### 4. PROCESSING OF BPAY PAYMENTS

- a) A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in condition 4) you cannot stop a BPAY Payment. Once you have instructed us to make it, 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 facility.
- 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 4(g) 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:
  - i. 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
  - ii. 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:
  - i. there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
  - ii. 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
  - iii. a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

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

- a) You may arrange BPAY Payments up to 60 days in advance of the time for payment. If you use this option you should be aware that:
  - i. you are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility, there must be sufficient available credit for that purpose;
  - ii. 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. We will attempt each day for up to five business days to make the BPAY future dated payment, if it was made online;
  - iii. you are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly;
  - iv. you should contact us on 1300 13 23 28 if there are any problems with your future-dated payment; and
  - v. you are responsible for cancelling a future-dated payment after you have given the direction but before the date for payment. Cancellation can only be made using Online Banking. You cannot stop the BPAY Payment on or after that date.

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## 6. BPAY TRANSACTION LIMITS

- a) We may limit the value 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

- a) You acknowledge and agree that:
  - i. 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
  - ii. 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.

## 8. 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 Payment sources from credit card accounts notwithstanding any statement to the contrary contained in any credit card scheme rules.

## 9. MALFUNCTION

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

## 10. 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.

## 11. TRANSACTION RECORDING

It is recommended that you record all receipt numbers issued in respect of BPAY Payments on 24 hour Phone Banking or Online Banking to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

## 12. TRANSACTION AND OTHER FEES

- a) We may charge fees (as disclosed in our Schedule of Fees and Charges) for:
  - i. issuing your Pass Code or any additional or replacement Pass Code;
  - ii. using your Pass Code;
  - iii. any BPAY Payment;
  - iv. giving you access to BPAY; or
  - v. 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.



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### 13. 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 facility, you will remain liable for that BPAY Payment.
- e) Your access to BPAY will be terminated when:
  - i. we notify you that your access to BPAY, Online Banking, Phone Banking, Visa Debit Card or the Account with us has been cancelled;
  - ii. you close the last of your Accounts with us which has BPAY access;
  - iii. you cease to be our member; or
  - iv. you alter the authorities governing the use of your Account(s) with BPAY access (unless we agree otherwise).

### 14. PRIVACY

- a) We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments.
- b) By using BPAY, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
  - i. Billers nominated by you;
  - ii. 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
  - iii. 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 14(b).
- 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 14(b) 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.

### 15. MISCELLANEOUS

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. To the extent of any inconsistency between these BPAY terms and conditions and the terms applicable to any of your Accounts or Devices, these BPAY terms and conditions will prevail.

## Visa Debit Card Terms and Conditions

### 1. INTRODUCTION

These conditions of use govern use of the Card to access your Linked Account(s) at Australian Military Bank. 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.

### 2. SECURITY OF YOUR CARD AND PIN

You should follow the guidelines in the box below to protect against unauthorised use of the 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 1, General Terms and Conditions, Part E – EFT Services and the ePayments Code.



#### **Guidelines for ensuring the security of the Card and PIN**

- Sign the Card as soon as you receive it; Keep the 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 Card.
- Never write the PIN on anything which is kept with or near the Card.
- Never lend the Card to anybody.
- Never tell or show the PIN to another person.
- Use care to prevent anyone seeing the Card number and PIN being entered at Electronic Equipment.
- Immediately report the loss, theft or unauthorised use of the Card to Australian Military Bank or to the Card Hotline.
- Keep a record of the Card number and the 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 Card has been used without your authority.
- Immediately notify Australian Military Bank of any change of contact details.

### **3. SIGNING THE CARD**

- a) You agree to sign your Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your Card.
- b) You must ensure that your Nominee signs the Card issued to them immediately upon receiving it and before using it.

### **4. PROTECTING THE PIN**

- a) Australian Military Bank will provide a PIN to use the Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the 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 Australian Military Bank that the PIN has been misused or has become known to someone else.
- d) Do not record the PIN on the Card or keep a record of the PIN on anything which is kept with or near the Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.
- e) A reasonable attempt to protect the security of a PIN record includes making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, including by:
  - i. hiding or disguising the PIN record among other records;
  - ii. hiding or disguising the PIN record in a place where a PIN record would not be expected to be found;
  - iii. keeping a record of the PIN record in a securely locked container; or
  - iv. preventing unauthorised access to an electronically stored record of the PIN record.
- f) You must not be extremely careless in failing to protect the security of the PIN. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

### **5. USING THE VISA DEBIT CARD**

- a) The Visa Debit Card may only be used to perform transactions on your Linked Account(s). Australian Military Bank will advise you of the accounts, including any credit facility, which you may link to the Visa Debit Card.
- b) Australian Military Bank 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 Debit Card (including all mail or telephone orders placed by quoting the Visa Debit Card number) and all other EFT Transactions, or credit your Linked Account(s) with the value of all deposit transactions at EFT Terminals.

- c) Australian Military Bank will advise you from time to time:
  - i. what EFT Transactions may be performed using the Visa Debit Card; and
  - ii. 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.
- e) If the Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the Card.
- f) If you have been issued with a VISA Debit PayWave card which is identifiable by the PayWave logo, you will be able to make faster purchases. Instead of swiping or inserting your card, you can tap your card against the contactless reader. Payments using the PayWave functionality can only be made at a participating Merchant outlet and if your purchase is under AU\$100. If your purchase is equal to or over AU\$100, you will need to enter a PIN. Australian Military Bank's security systems continue to protect you from unauthorised Transactions. The same conditions apply to your VISA Debit PayWave Transactions as your other VISA card Transactions.
- g) A purchase transaction performed by pressing the 'CR' button will enable you to take cash out. A PIN will always be required for these transactions.

#### **6. USING THE VISA DEBIT CARD OUTSIDE AUSTRALIA**

- a) Use of the Visa Debit Card outside Australia must comply with any exchange control requirements.
- b) All transactions made overseas on the Visa Debit Card will be converted into Australian currency by Visa Worldwide, 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. Please refer to our Schedule of Fees and Charges for the current fee. 2% of the value of the transaction is payable to Cuscal, as the principal member of VISA Worldwide. The rest of the fee is payable to Australian Military Bank. The amount of this currency conversion fee is subject to change from time to time and Australian Military Bank will advise you in advance of any such change.
- 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) Some overseas Merchants and EFT Terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.
- f) Before travelling overseas, you or your Nominee should consult Australian Military Bank to obtain the Card Hotline number for your country of destination.
- g) A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify as a consequence of a failure to comply with them.

#### **7. WITHDRAWAL AND TRANSACTION LIMITS**

- a) You agree that the Card will not be used to:
  - i. overdraw any of your Linked Account(s); or
  - ii. exceed the unused portion of your credit limit under any pre-arranged credit facility such as line of credit or overdraft.
- b) If clause 7(a) is breached, Australian Military Bank may:
  - i. dishonour any payment instruction given; and
  - ii. charge you an administrative fee as advised to you from time to time.
- c) Australian Military Bank may at any time limit the amount of an EFT Transaction.
- 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.

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## 8. AUTHORISATION

- a) Generally, all EFT transactions will need to be authorised by Australian Military Bank before they can proceed. If we give an authorisation, we reduce the Available Balance by up to the amount of the authorisation.
- b) Some Merchants, for example, hotels and car rental agencies, may request confirmation that your Account has sufficient Available Balance to meet the estimated cost of goods and services they will supply. Australian Military Bank treats such requests as a request for authorisation. Once the authorisation is given, the Available Balance is reduced by up to the amount of the estimated cost of the goods and services. This may result in differences between the balance of your Account and the Available Balance of your Account, including no Available Balance.
- c) If the purchase or other transaction is not completed, the Available Balance may continue to be reduced until the authorisation is cleared by the Merchant.
- d) Please note that card purchase transactions made using the 'credit' button or made at a contactless terminal may take some weeks to be processed and debited to your Account. Please consider this whenever you reconcile your account statement.
- e) When the goods and services have been supplied, Merchants may request a further authorisation for the actual costs. This may have the effect of reducing the Available Balance by the sum of multiple authorisation amounts.
- f) You should ensure that the Merchant cancels an authorisation once payment for the goods or services provided has been completed or where the purchase or other EFT transaction is not completed.
- g) Australian Military Bank has the right to deny authorisation for any EFT Transaction for any reason.
- h) Australian Military Bank 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.

## 9. 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 Australian Military Bank.
- b) Your deposit is accepted once Australian Military Bank has verified it in the following way:
  - i. your deposit envelope will be opened in the presence of any two persons authorised by Australian Military Bank;
  - ii. should the amount you record differ from the amount counted in the envelope, Australian Military Bank may correct your record to the amount counted;
  - iii. Australian Military Bank's count is conclusive in the absence of manifest error or fraud; and
  - iv. Australian Military Bank will notify you of any correction.
- c) If the amount recorded by the EFT Terminal as having been deposited should differ from the amount counted in the envelope by Australian Military Bank, Australian Military Bank 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.
- d) Australian Military Bank is responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to Australian Military Bank's verification of the amount you deposit).

## 10. ACCOUNT STATEMENTS

- a) Australian Military Bank will send you an account statement for the Linked Account at least every six months for active accounts. 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, Australian Military Bank will send you an account statement monthly.
- c) You may request a copy of your account statement at any time.
- d) Australian Military Bank may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

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## 11. 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.

## 12. ADDITIONAL CARDS

- a) You may authorise Australian Military Bank, if it agrees, to issue an additional Card to your Nominee provided this person is over the age of 18 (unless Australian Military Bank agrees to a younger age).
- b) You acknowledge that where you have more than one Linked Account, your Nominee will have access to all those Linked Accounts.
- c) You will be liable for all transactions carried out by your Nominee on the Card.
- d) Australian Military Bank will give each Nominee a PIN.
- e) Your Nominee's use of the Card and PIN is governed by the conditions of use.
- f) You must ensure that each Nominee protects their Card and PIN in the same way as these conditions of use require you to protect your Card and PIN.

## 13. RENEWAL OF THE CARD

- a) Unless you are in breach of these conditions of use or Australian Military Bank deems otherwise for the security of the EFT System or individual accounts, Australian Military Bank will automatically provide you and your Nominee with a replacement Card before the expiry date of the current Card or additional Card.
- b) If you do not wish to receive a replacement Card, either for yourself or for your Nominee, you must notify Australian Military Bank before the expiration date of the current Card. You must give Australian Military Bank reasonable time beforehand to arrange cancellation of the issue of a replacement Card.

## 14. CANCELLATION AND RETURN OF THE CARD

- a) The Card always remains the property of Australian Military Bank.
- b) Australian Military Bank can immediately cancel the 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 Card at any EFT Terminal.
- c) Australian Military Bank may, at any time, cancel the 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 Card or any Card issued to your Nominee at any time by giving Australian Military Bank written notice.
- e) If you or Australian Military Bank cancel the Card issued to you, any 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 Card before the Card is cancelled but which are not posted to your Linked Account until after cancellation of the Card.
- g) You must return your Card and any Card issued to your Nominee to Australian Military Bank when:
  - i. Australian Military Bank notifies you that it has cancelled the Card;
  - ii. you close your Linked Account(s);
  - iii. you cease to be a member of Australian Military Bank;
  - iv. you cancel your Card, any Card issued to your Nominee, or both; or
  - v. you alter the authorities governing the use of your Linked Account(s) unless Australian Military Bank agrees otherwise.

## 15. USE AFTER CANCELLATION OR EXPIRY OF THE CARD

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

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

- a) If you or your Nominee believe the Card has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact Australian Military Bank (if during business hours) or the Card Hotline at any time on its emergency number. Refer to Page 2 - Important Numbers for the contact details.
- b) The Card Hotline or Australian Military Bank will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting Australian Military Bank or the Card Hotline.
- c) When contacting the Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at Australian Military Bank's office.
- d) The Card Hotline is available 24 hours a day, 7 days a week.
- e) If the Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to Australian Military Bank as soon as possible during business hours. Australian Military Bank will be liable for any losses arising because the Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to Australian Military Bank 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 then confirm the loss, theft or misuse of the Card:
  - i. with Australian Military Bank by telephone or priority paid mail as soon as possible; or
  - ii. by telephoning the Card Hotline number for the country you are in, which you must obtain from Australian Military Bank prior to your departure in accordance with clause 6(f) of these conditions of use.

**17. TRANSACTION AND OTHER FEES**

- a) Australian Military Bank will advise you whether there is an applicable fee, and the amount of such a fee, for transactions including but not limited to:
  - i. any Transactions;
  - ii. issuing the Card or additional or replacement Cards;
  - iii. using the Card;
  - iv. issuing the PIN or any additional or replacement PINs;
  - v. using the PIN;
  - vi. issuing account statements; or
  - vii. any other service provided in relation to the Card.

Refer to the current Schedule of Fees and Charges for further details.

- b) Australian Military Bank will also advise you whether we will debit any of your Linked Accounts with Government charges, duties or taxes arising out of any transaction.
- c) You may be charged an annual fee for use of a card. The fees and charges payable in respect of the Card are set out in the Schedule of Fees and Charges.
- d) You may be charged an ATM withdrawal fee that is directly charged by the ATM operator and debited directly from your account. You should carefully read notices displayed at ATMs as they may contain information about the possible imposition of fees by ATM operators.

**18. EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS**

- a) Australian Military Bank does not warrant that Merchants displaying Visa signs or promotional material will accept the Card in payment for goods and services. You should always enquire before selecting goods or services.
- b) Australian Military Bank does not accept any responsibility should a Merchant, bank or other institution displaying Visa signs or promotional material, refuse to accept or honour the Card. Australian Military Bank does not warrant that EFT Terminals displaying Visa signs or promotional material will accept the Card.

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- c) Australian Military Bank is not responsible for any defects in the goods and services acquired by you through the use of the 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.
  - d) Where you have authorised a Merchant to transact on the account by providing your Card number or used your Card to make a purchase, you may be entitled to reverse (chargeback) the Transaction where you have a dispute with the Merchant. For example, you may be entitled to reverse a Transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.
  - e) Please note we are not able to reverse (chargeback) direct debit Transactions set up using your default deposit account number and branch number (BSB).
  - f) To avoid losing any rights you may have for Transactions other than unauthorised Transactions you should:
    - i. tell us within 30 days after the date of the statement which shows the Transaction; and
    - ii. provide us with any information we ask for to support your request.

#### **19. 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 malfunction occurs and you or your Nominee should have been aware that the EFT Terminal was unavailable for use or malfunctioning, Australian Military Bank 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.

#### **20. REGULAR PAYMENT ARRANGEMENT**

- a) You should maintain a record of any regular payment arrangement that you have entered into with a Merchant.
- b) To change or cancel any regular payment arrangement you should contact the Merchant at least 15 days prior to the next scheduled payment. If possible, you should retain a copy of this change/cancellation request. Should the Merchant fail to act in accordance with your instructions to change or cancel a regular payment arrangement, you should contact us in accordance with clause 14 of the General Terms and Conditions.
- c) Should your Card details be changed (for example if your Card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so, your regular payment arrangement may not be honoured, or the merchant may stop providing the goods and/or services.
- d) Should your Card be cancelled for any reason, or should your Card expire, you should immediately contact the Merchant to change or cancel your regular payment arrangement, as the Merchant may stop providing the goods and/or services.

# PART F - Verified by Visa

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## 1. IMPORTANT INFORMATION

- a) The Verified by Visa service is designed to provide you with improved security when your Visa Debit Card is used to make a purchase online.
- b) These Conditions of Use govern the Verified by Visa service and form the agreement between you and us regarding the use of the service.

## 2. ACCEPTING THESE CONDITIONS OF USE

- a) By completing or attempting to complete a Verified by Visa transaction, you are deemed to accept these Conditions of Use.
- b) You agree to be bound by these Conditions of Use each time you use Verified by Visa.

## 3. DEFINITIONS

In these Conditions of Use:

**Account Terms** means the terms and conditions that apply to your Visa Debit Card.

**account** means your Visa Debit Card account.

**account holder** means the person or persons in whose name the account is held.

**additional cardholder** means a person other than the account holder who has been nominated by an account holder to operate the account by use of a Visa Debit Card.

**participating online merchant** means a retailer or merchant who offers goods or services for sale online, who is a participant in Verified by Visa.

**we, us or our** refers to Australian Military Bank.

**you, your or yours** means an account holder (or an additional cardholder), as relevant, who makes an online transaction using Verified by Visa.

**Visa Debit Card** means the Visa debit or credit card issued to you or an additional cardholder by Australian Military Bank.

## 4. APPLICATION OF CONDITIONS OF USE

These Conditions of Use apply to the Verified by Visa service and the Verified by Visa transactions conducted on your account. In addition to these Conditions of Use, the Account Terms still apply. If there is any inconsistency between these Conditions of Use and your Account Terms, your Account Terms will apply to the extent of the inconsistency.

## 5. GUIDELINES FOR MAINTAINING THE SECURITY OF YOUR VISA DEBIT CARD

- a) Never lend your Visa Debit Card to anybody.
- b) Use care to prevent anyone seeing the Visa Debit Card details being entered at the time of authentication.
- c) Immediately report unauthorised use of the Visa Debit Card to Australian Military Bank.
- d) You should examine periodical statements of your account immediately upon receiving them to identify and report, as soon as possible, any instances where the Visa Debit Card has been used without your authority.

## 6. USING THE VERIFIED BY VISA SERVICE

- a) You may use Verified by Visa to make purchases online. However, the Verified by Visa Service may only be available in connection with participating online merchants.
- b) When making an online purchase or other transaction for which Verified by Visa applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa Debit Card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
- c) If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa Debit Card or payment for that transaction and you may be unable to complete an online transaction using your Visa Debit Card.
- d) In order to use Verified by Visa, you must have the equipment and software necessary to make a connection to the Internet.
- e) In the event you have a question regarding the authentication process or a transaction using your Visa Debit Card, you should contact us.



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## 7. ADDITIONAL CARDHOLDERS

- a) Subject to the account terms and conditions, you will be liable for all transactions conducted on your account which are undertaken by an additional cardholder.
- b) Additional cardholders may use the Verified by Visa service, but may be required to confirm their identity using the primary account holders' details.

## 8. PRIVACY

- a) We (or our nominated service provider) may collect personal information about you for the purposes of providing the Verified by Visa service to you.
- b) You authorise us to disclose personal information to others in order to execute your instructions including, but not limited to, conducting the Verified by Visa service and investigating disputes or allegations of unauthorised transactions, or if it is required by law.
- c) For more details of how your personal information is handled, please refer to section 4 of Part A, General Terms and Conditions.

## 9. TERMINATION OF VERIFIED BY VISA

We may discontinue, terminate or suspend (permanently or temporarily) the Verified by Visa service, or any part of the Verified by Visa service, without giving you prior notice. We may also change any aspect or functionality of the Verified by Visa service at any time without giving you prior notice.

## 10. PARTICIPATING ONLINE MERCHANT

- a) You will know that an online merchant is a participating online merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online transaction with that merchant.
- b) We do not endorse or recommend in any way any participating online merchant.
- c) Your correspondence or business dealings with, or participation in promotions of, online stores through Verified by Visa, including payment for and delivery of related goods or services not purchased via Verified by Visa, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

## 11. EXCLUSION OF LIABILITIES

- a) Subject to any warranty which is imported into these Conditions of Use by law and which cannot be excluded, the Verified by Visa service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- b) We will not be liable for any damages whatsoever arising out of or in relation to:
  - i. your use of or access to (or inability to use or access) the Verified by Visa services; or
  - ii. any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction.
- c) If you are dissatisfied with any aspect of the Verified by Visa service, your sole and exclusive remedy is to terminate participation in the Verified by Visa transaction or service, as provided in these Conditions of Use.



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## 12. YOUR CONDUCT

Whilst using the Verified by Visa service and Australian Military Bank's Online Banking services, you agree not to:

- a) impersonate any person or entity using the Verified by Visa authentication process;
- b) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Verified by Visa service or by us;
- c) spam or flood our Online Banking service and the Verified by Visa service;
- d) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa service;
- e) remove any copyright, trademark, or other proprietary rights notices contained in the Verified by Visa service;
- f) "frame" or "mirror" any part of the Verified by Visa service without our prior written authorisation;
- g) use any robot, spider, site search/retrieval application, or other manual or automatic Device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa service;
- h) otherwise interfere with, or disrupt the Verified by Visa service or our Online Banking services or servers or networks connected to us or the Verified by Visa service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Verified by Visa service; or
- i) intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Verified by Visa service.

## 13. YOUR LIABILITY

- a) Your liability for unauthorised transactions is governed by your Account Terms.
- b) If you breach these Conditions of Use, this may affect your liability for unauthorised transactions. If it is determined that you have contributed to the loss, you may be held liable for the transactions notwithstanding that they are unauthorised.
- c) If you suspect that your Visa Debit Card details have become known to someone else or there is a security concern, you must immediately notify us of such security concern. If you delay in notifying us of the security concern after you knew or ought to have known of the security concern, you may be in breach of these Conditions of Use and you may be liable for all transactions on the Visa Debit Card until notification occurs.
- d) For further details as to reporting a breach of card details, refer to your Account Terms.

## 14. ERRORS

If you believe a Verified by Visa transaction is wrong or unauthorised or a periodical statement contains any instances of unauthorised use or errors, you should contact us immediately.

## Contact Us

1300 13 23 28 (24hr banking)

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PO Box H151 Australia Square NSW 1215

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Australia wide branch network

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[service@australianmilitarybank.com.au](mailto:service@australianmilitarybank.com.au)

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[australianmilitarybank.com.au](http://australianmilitarybank.com.au)

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This is issued by Australian Military Bank Ltd  
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