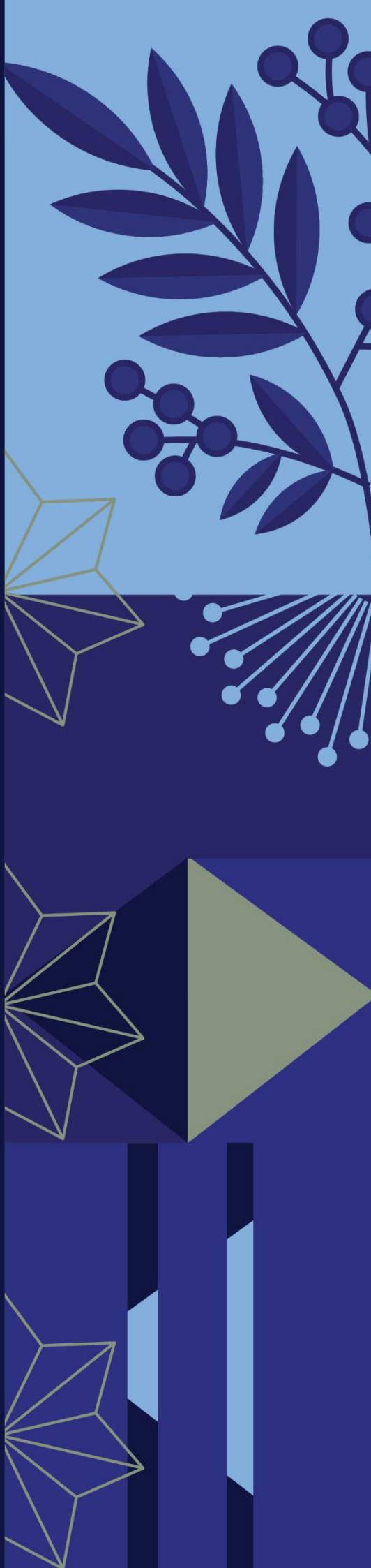
Electronic Banking Terms of Use

Effective: 23 October 2025



Australian Military Bank

How to Contact Us

Our Details
Phone: 1300 13 23 28 (Monday to Friday, 8am – 6pm and Saturday, 9am – 12pm, Sydney time)
Email: service@australianmilitarybank.com.au
Website: australianmilitarybank.com.au
Mail: Australian Military Bank, PO Box H151, Australia Square NSW 1215

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

Other Important Numbers
To report the loss, theft or unauthorised use of your Visa card, call our card hotline (available 24/7):
Calling from within Australia: 1800 648 027
Calling from overseas: +61 2 8299 9101

Financial Hardship
At some point in our lives, we all may experience financial hardship. We're here to help – if you are worried about your financial situation, call us on **1800 855 810** as soon as possible (Monday to Friday, 8am – 4pm, Sydney time).

Financial Abuse
Financial abuse is a serious form of domestic, family or elder abuse and often involves misusing or taking control of a partner's or family members' money, financial resources, property or assets, without their knowledge, consent or understanding. In accordance with the **Closing or suspending accounts section** in the Account & Access Facility Terms & Conditions we will suspend or close your account without notice to protect you if we reasonably suspect improper conduct or offensive, threatening or controlling behaviour or that a person has used our products to perpetrate financial abuse on you. Where warranted, we will also report suspicion of financial abuse to law enforcement. If you are impacted by domestic or family violence, please contact us on 1300 13 23 28 and we can work with you to provide support tailored to your situation.

Privacy
In order to provide services to you, we'll collect personal information about you. We'll handle it in accordance with our Privacy Policy which is available at australianmilitarybank.com.au/privacy. If you have any questions about our Privacy Policy please call us on 1300 13 23 28 or email us at privacy@australianmilitarybank.com.au.

Consumer Data Right
Consumer Data Right (CDR) also known as Open Banking provides Australian Military Bank members with the ability to share your banking data with third parties that have been accredited by the ACCC. You can manage your data sharing arrangements within internet and mobile banking. For more information, please view our Consumer Data Right Policy, available at australianmilitarybank.com.au/disclosuredocuments.

Contents

1. Introduction

These terms of use are a summary of the terms and conditions that apply to your use of electronic banking facilities covered by the ePayments Code:

- electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions,
- pay anyone banking facility transactions,
- online transactions performed using a card number and expiry date,
- online bill payments (including BPAY),
- transactions using facilities with contactless features,
- direct debits,
- transactions using mobile devices.

This document should be read in conjunction with:

- Account and Access Facility Terms and Conditions which includes details about the account types available to use electronic banking facilities ;
- Fees and Charges Schedule which includes details of any fees and charges payable for using electronic banking facilities depending on your account type; and
- Our Consumer Data Right (CDR) Policy.

By accessing, viewing or using our internet or mobile banking services, you accept these Terms of Use. We may update these Terms of Use at any time by letting you know the next time you log into internet and/or mobile banking. A copy is also available on our website at australianmilitarybank.com.au/disclosuredocuments.

ePayments Code
We are bound by and comply with the ePayments Code. More information about the ePayments code can be found at **asic.gov.au**.

Customer Owned Banking Code of Practice
We commit to complying with the Customer Owned Banking Code of Practice (COBCOP). You can download a copy of the COBCOP at **customerownedbanking.asn.au**.

2. Protecting your accounts

You have a responsibility to protect your Visa card/s, internet and mobile banking accounts, devices and passwords / passcode from unauthorised transactions.

Password and passcode security
Below are your obligations regarding passwords and passcodes:

- When setting your PIN, passwords and passcodes, do not select ones that are easily identifiable such as a birth date, name, etc.
- Never write or save your passwords and passcodes on your Visa card, mobile phone, computers, etc even if disguised.
- Never voluntarily share your passwords or passcodes with others.
- Use care to prevent anyone seeing the passcode being entered on a device.
- Never share one-time-passcodes (OTPs) with anyone, including us.
- Set a passcode to access your device/s.
- Always reject any request to provide or to confirm details of your PIN, password or passcode. We will NEVER ask you to provide us with these details.
- Notify us immediately when you become aware or suspect that your passwords and/or passcodes have been compromised.

Protecting your Visa Card
Below are your obligations regarding your Visa Card:

- Sign your Visa card as soon as you receive it.
- When setting your PIN, do not select ones that are easily identifiable such as birth date.
- Never lend your Visa card to someone and take care that people can't see you enter your PIN.
- Check your statements regularly for any unauthorised use.
- Notify us immediately when you become aware or suspect that your Visa card has been lost, stolen or compromised.

General security tips

- Install the latest software and security updates when available,
- Lock your device when not in use and don't leave it unattended,
- Check your statements and transaction listing within internet or mobile banking regularly for any unauthorised use.
- Use internet and mobile banking to manage how your Visa card can be used such as limiting international online purchases or to lock your card if you lose it.
- Notify us immediately when you become aware or suspect that your device is lost or stolen, or when your device passcode / internet banking password / mobile banking passcode have been compromised.
- Only access internet banking service using the official URL address
- Don't click on links from emails, SMS and other electronic messages.
- When borrowing someone's device, always clear your browsing history.

Note: These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised payments. Your liability for unauthorised transactions is determined in accordance with the ePayments Code (refer to **section 18 – Unauthorised transactions**).

If you fail to ensure the security of your Visa card, internet or mobile banking accounts, passwords / passcode and device or delay advising us they are compromised and this contributes to an unauthorised transaction, then you may be held responsible for those transactions.

3. Internet and mobile banking

We provide electronic banking facilities through internet and mobile banking, which allows you to access, manage and transact on your accounts and any other accounts you are authorised to operate. To use our internet and mobile banking services you must be at least 11 years of age. Internet and mobile banking is provided free of charge, however you may incur data charges from your internet or mobile network provider. You should be particularly mindful of this when using internet and mobile banking while travelling overseas as we are not liable for any of these costs.

The services and features available within internet and mobile banking such as external transfers and BPAY payments may vary depending on your account type. Refer to the Account and Access Facility Terms and Conditions for more details. Note: some features in internet banking may not be available in mobile banking (and vice versa). You may incur charges for completing different types of transactions within internet and mobile banking such as external transfers and BPAY payments depending on your account type. Refer to the Fees and Charges Schedule for more details.

When accessing internet and mobile banking, you'll need to provide your member number and password/passcode. To perform selected activities within internet and mobile banking, you may be required to enter a one-time passcode (OTP), which will be sent to you by SMS or email depending on your communication preferences.

Never share OTPs with anyone, including with us. If you do, you may be responsible for any financial losses as a result.

If you are transferring money to someone you haven't paid before or raising your transaction limits, we may ask you additional questions, provide warnings or delay the transaction to protect you from falling victim to a scam.

We may send you statements and other communications about your account using internet and mobile banking as well as email and SMS. You can manage your communication preferences within "My Profile – Settings – Contact Preferences" in internet and mobile banking.

We reserve the right to cancel or suspend your internet and/or mobile banking access without notice where reasonable (including limiting services, delaying or not processing transactions), such as to protect you or us from potential harm or loss (e.g. scams) or comply with our legal and regulatory obligations (including our own policies).

We're not able to support all devices, browsers and operating systems. You're responsible for ensuring you have a compatible device and software to use these services. We do not warrant that the information about you and your accounts within internet and mobile banking are always up to date, that the data is totally secure, or that it will be available 24 hours a day, 7 days a week.

4. PayID

A PayID is an identifier you can register to receive payments, by linking your bank account to a memorable piece of information, such as your phone number, email address, or ABN. PayID is also the name of the service that enables direct payment through this identifier so you can send payments to a PayID without the need to remember BSB and account numbers.

4.1. Making and receiving payments using PayID

- The PayID Service may be used to make payments, including Osko Payments.
- In order to receive a payment into your account, you must provide the payer with a PayID that is linked to that account in the same way that you would provide your BSB and account number for standard payments into your account.
- You can only create a PayID in respect to an Eligible Account.
- Before you can use your PayID to receive payments into your account, you must satisfy us that you own, or are authorised to use, your chosen PayID. We may ask you to provide evidence to establish this to our satisfaction.
- Whether or not you choose to create a PayID for your account, you and any third party signatories may use a payee's PayID to make a payment to the payee from your account provided that:
  - the account allows you to make PayID payments;
  - both we and the payee's financial institution support the PayID Service;
  - the payee's account is able to receive the particular PayID payment; and
  - the PayID is not locked. (refer to **section 4.7 – Locking and Unlocking a PayID).**
- If you make a payment to a payee from your account using the payee's PayID, you must ensure that you input the payee's PayID correctly and check the payee's PayID name before sending the payment.

4.2. Choosing a PayID and receiving a PayID name

- Your PayID must be a supported PayID type. We may update the PayID types that we support from time to time. You can review the most up to date list of PayID types we support on our website.
- Some PayID types, for example Organisation IDs, are restricted to business customers and organisations. Only eligible customers will be able to register a PayID that is a restricted PayID type.
- Your PayID name may be displayed to payers who send PayID payments to you.
- At the time that you create your PayID, we will allocate to you a PayID name that displays to payers.

4.3. Creating your PayID

- You can create a PayID using internet banking, mobile banking or by calling us.
- You may choose to create more than one PayID for your account.
- If your account is a joint account, each joint account holder can create a unique PayID for the account.
- If you have a third party signatory on your account, they may create a unique PayID for the account.
- Once a PayID is created and linked to your account, it may not be used in relation to any other account with us or with any other financial institution unless it is transferred to another account in accordance with **section 4.4 – Transferring your PayID**.
- You may not create a PayID that already exists within the PayID Service, whether or not that PayID is attributable to you. If you try to create a PayID for your account which is identical to another PayID in the PayID Service, we will notify you that this PayID already exists and cannot be used. If you receive such a notification, you can contact us by calling our Member Contact

Centre on 1300 13 23 28. We cannot disclose personal information in connection with duplicate PayIDs.

4.4. Transferring your PayID to another account

- You can transfer your PayID to:
  - another account you hold with us by submitting a request to us in internet or mobile banking or by calling us; or
  - an account you hold with another financial institution by calling us to submit a request.
- A transfer of your PayID to another account you hold with us will generally be effective immediately, unless we notify you otherwise.
- A transfer of your PayID from your account to another financial institution is a two-step process initiated by you and completed by that financial institution. First, ask us to put your PayID into a transfer state and then complete the transfer via your new financial institution. Until the transfer is completed, payments made using your PayID will be directed to your account. If the other financial institution does not complete the transfer within 14 days, the transfer is deemed ineffective and your PayID will remain with your account with us until such time as an effective transfer is carried out. You can try to transfer your PayID again at any time.
- You cannot transfer your PayID if it is locked (refer to **section 4.7 – Locking and Unlocking a PayID).**

4.5. Transferring your PayID from another financial institution to your account

- To transfer a PayID that you created for an account held with another financial institution to your account, you will need to start the process with that financial institution and then complete the transfer with us.

4.6. Closing a PayID

- You can close your PayID through internet banking, mobile banking or by calling us.
- You must notify us immediately if you no longer own or have authority to use your PayID.

4.7. Locking and unlocking a PayID

- We monitor PayID use to manage PayID misuse and fraud. We will lock your PayID if we reasonably suspect misuse of your PayID or that your PayID is being used to procure payments fraudulently.
- You can request to unlock your PayID by calling us.

4.8. Making Payments

- We are responsible for ensuring that your PayID and account details are accurately recorded in the PayID Service.
- When we and the sending financial institution determine that a payment made to your account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your account, an amount up to the original amount of the Mistaken Payment or Misdirected Payment. We will notify you if this occurs.
- If you have made a Mistaken Payment or a Misdirected Payment you need to notify us as soon as possible. There is no guarantee the funds can be returned.

4.9. Privacy

- By creating your PayID you authorise:
  - us to record your PayID, PayID name and account details (including account name) (PayID Record) in the PayID Service which provides access to payers' financial institutions to use your PayID Record for the purposes of constructing PayID payment messages, enabling payers to make PayID payments to you, and

- to disclose your PayID name to payers for payment validation.

- To the extent that the creation and use of the PayID Record constitutes a disclosure, storage and use of your personal information within the meaning of the Privacy Law, you consent to that disclosure, storage and use.

5. Transaction limits

- We may limit the value of your daily withdrawals, payments or transfers you make, either generally or in relation to a particular service.
- Below are the current maximum daily limits (and are subject to change):

Type of Transaction	Maximum Daily Limit
Internal transfer to another Australian Military Bank account	$30,000
External transfers "Pay Anyone" (excluding Osko)	$30,000
External transfers "Pay Anyone" (using Osko)	$10,000
Overseas	$5,000
ATM	$1,000 (combined with EFTPOS but excludes any transactions when 'credit' is selected)
BPAY	$30,000
EFTPOS	$1,000 (combined with ATM but excludes any transactions when 'credit' is selected)

- When you open an account, we may set the transaction limits lower. You can manage your daily maximum limits through internet and/or mobile banking or by calling us. We may, in our discretion, agree to vary a transaction limit on your request.
- We may also require you to apply for new transaction limits if you change any passcode or contact details. We will require you to provide proof of identity that satisfies us. We may reduce transaction limits to zero for security reasons.
- Merchants, billers or other financial institutions may impose additional restrictions on the value you can withdraw, pay or transfer.
- If you need to transfer funds for higher amount than the daily limit, please contact us and we may organise a SWIFT transfer, a staff assisted external transfer or a temporary increase in your limit depending on when the funds are required. Refer to the Fees and Charges Schedule.

6. Visa card

A Visa Card allows you to deposit and withdraw cash at Bank@Post, withdraw cash from ATMs as well as make purchases (online and in-person) at any retailer displaying the Visa Card logo, anywhere in the world.

You may load your Visa Card on to your mobile phone in a Digital Wallet app (refer to **section 7 – Digital Wallets**).

6.1. Important information about chargebacks for Visa Card

If you wish to dispute a Visa Card transaction you should notify us as soon as possible. Under the card scheme rules we can seek a refund of Visa Card purchases from the merchant's financial institution in certain circumstances, such as non-delivery of goods or services ordered, unauthorised purchases, or payments under a regular payment arrangement that you had already cancelled. This is called a 'chargeback.'

The card scheme rules impose strict timeframes on requesting chargebacks. We will need to investigate a disputed transaction to determine if we have a right to a chargeback on your behalf. You must provide us with any information or material we request to investigate the transaction and support the chargeback request. If we determine that we have a right to a chargeback on your behalf, we will seek it without delay.

Please note that chargebacks do not apply to BPAY® payments using your Visa Card.

Reporting loss, theft or unauthorised use of your Visa card or PIN

- If you believe your Visa card has been misused, lost or stolen or the passcode has become known to someone else, you must immediately contact us during business hours or the card hotline available 24/7.

  Within Australia: 1800 648 027
  Outside Australia: +61 2 8299 9101
- If the card hotline is not operating when you attempt notification, you still have an obligation to report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the card hotline is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

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

6.2. Foreign currency transactions

- All transactions made in a foreign currency on the Visa 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).
- All transactions made in foreign currency or with a merchant located overseas (even if the transaction is in Australian currency) using a Visa Card are subject to a conversion fee. Please refer to the Fees and Charges Schedule for the current conversion fee.
- Some overseas merchants and electronic terminals charge a surcharge for making a transaction using your Visa Card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- Some overseas merchants and electronic 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.

6.3. Regular payments

- A regular payment arrangement means either a recurring or instalment payment agreement between you (the cardholder) and a Merchant in which you have authorised the Merchant to bill your account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.
- To change or cancel any regular payment arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment.
- Should your card details change (for example if your Visa Card was lost, stolen or expired and has been replaced) or you close your accounts with us, 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.

6.4. Visa Secure

Visa Secure is a 3D secure fraud prevention measure that adds an additional layer of security when you are shopping with a participating online merchant.

- When making an online purchase or other transaction for which Visa Secure 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 card, such information includes, but is not limited to, a One Time Passcode (OTP). The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
- 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 card payment for that transaction, and you may be unable to complete an online transaction using your Visa card.

6.5. Exclusions of Visa card warranties and representations

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

7. Digital Wallets

Digital Wallets allow users to download an app, provision a virtual Visa Card and make contactless payments using a compatible mobile device. The minimum age limit to use this feature is 13 years of age and depends on your Digital Wallet provider such as Apply Pay and Google Pay. Check with your Digital Wallet provider for details. These terms apply and are deemed accepted when you register and use a Visa Card in a Digital Wallet.

7.1. Your responsibilities to keep your card secure and notify us of errors or fraud

- You agree to protect and keep confidential your passcodes (including your mobile device lock passcode) and all other information required for you to make purchases with your card using the Digital Wallet.
- Always protect your passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your Digital Wallet. Try to memorise your passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode.
- If your device has been lost or stolen, or you believe your security credentials have been compromised, you must report this to us immediately. Your existing Terms and Conditions for your device require you to contact us immediately if you believe there are errors or if you suspect fraud with your card/account. This includes any fraud associated with a Digital Wallet.
- We will not be liable for any losses you incur except as specifically described in these Terms and Conditions or as otherwise provided by law.

If you let another person use your mobile device, or you share your confidential information required to make purchases with your card using the Digital Wallet, you will be deemed to have authorised that person to transact on your account. This means that any transaction conducted using the Digital Wallet initiated by that person using the information you provided will be authorised by you and the terms and conditions which deal with unauthorised transactions will not apply.

Generally, subject to protections afforded to you by law, you are liable for unauthorised transactions conducted using the Digital Wallet.

7.2. Using a wallet

- Registering a card into a Digital Wallet is subject to us identifying and verifying you, and is at our discretion.
- We do not make any guarantees that the Digital Wallet will be accepted at all merchants.
- We are not the provider of the Digital Wallet and are not responsible for its use and function. You should contact the Digital Wallet provider's customer service if you have questions concerning how to use the Digital Wallet or problems with the Digital Wallet.
- We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Digital Wallet.
- We are not responsible if there is a security breach affecting any information stored in the Digital Wallet or sent from the Digital Wallet. This is the responsibility of the Digital Wallet provider.

We will not be liable for any loss arising from your use of the Digital Wallet to the extent that the loss was caused by:

- Your fraud
- Your use of the Digital Wallet in a manner that is inconsistent or not permitted by the issuer of the Digital Wallet, or
- Subject to the requirements at law, limited service caused by matters beyond our reasonable control.

7.3. Applicable fees

The card's terms and conditions describe the fees and charges which apply to your card. We do not charge any additional fees for adding or using a card in the Digital Wallet. You are responsible for any charges that you may incur from your telecommunications provider.

7.4. Suspension or removal of a card from a Digital Wallet by us

- We can block you from adding an otherwise eligible card to the Digital Wallet, suspend your ability to use a card to make purchases using the Digital Wallet, or cancel entirely your ability to continue to use a card in the Digital Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your card, if you have an overdue or negative balance on your card account, if applicable laws change or if directed to do so by the Digital Wallet provider or the applicable card scheme,
- We may also cease supporting the use of cards in Digital Wallets at any time, if you are in default of your card terms and conditions, for any other reason.

7.5. Suspension or removal of a card from a digital wallet by you

You may remove a card from the Digital Wallet by following the Digital Wallet provider's procedures for removal.

7.6. Devices with same Digital Wallet provider account

If you add a card to one of your devices and have other devices sharing the same account ("other devices"), this may permit the card to be added to the other devices and permit users of the other devices to see card information. Please contact your Digital Wallet provider for more information.

7.7. Your information

- You agree that we may exchange information about you with the Digital Wallet provider and the applicable card scheme (such as Visa) to facilitate any purchase you initiate using a card registered in a Digital Wallet.
- By registering your card in a Digital Wallet, you are providing consent for your information to be shared with these parties.
- We may also share your information to make available to you in the Digital Wallet information about your card transactions, or to assist the Digital Wallet provider in improving the Digital Wallet. We are not responsible for any loss, injury or other harm you suffer in connection with the Digital Wallet provider's use of your information.

We may collect information relating to your device for the following reasons (but not limited to):

- to ensure that your card properly functions in the Digital Wallet
- for security purposes and to identify fraud
- for us to better provide assistance to you
- to tell you about other Australian Military Bank products and services that may be of interest to you.

We may exchange information with the Digital Wallet provider (e.g. Apple Pay, Google Pay™, etc.) and related service providers (e.g. Cuscal, Visa, etc.):

- to facilitate any purchase you initiate using a card registered in the Digital Wallet
- to enable activation of your new card or ordered replacement card in the Digital Wallet
- to improve the functionality of the Digital Wallet
- in relation to persons involved in suspected security breaches or fraud.

We are not responsible for any loss, injury or other harm you suffer in connection with the use of this personal information by the Digital Wallet provider or any related service provider.

If you do not want us to collect or disclose this information as described, you should not register a card for use with the Digital Wallet. If you do not want to receive marketing information, please contact us to opt out.

Our Privacy Policy is available on our website and provides further details regarding the collection and handling of your information.

7.8. Biometric information

You may elect to enable biometric authentication to access the Digital Wallet using a biometric identifier registered on your device. A biometric identifier may include facial data, a fingerprint, or other means through which the manufacturer of the device enables a user to authenticate their identify in order to unlock their device. Biometric identifiers are stored on the user's device, we do not store or collect biometric information.

You must ensure that your biometric identifier is the only biometric identifier stored on your device. If another person has stored their biometric identifier on the device you use to access your Digital Wallet in breach of these Terms and Conditions, then you acknowledge:

- they will be able to access your Digital Wallet and conduct certain transactions using your Digital Wallet
- these transactions will be treated as having been authorised by you and conducted with your consent and knowledge for these terms and conditions.

8. ATMs

You can use your Visa ~~Debit~~ card to withdraw cash at ATMs of major banks as well as independent ATM operators. Please note that you may be charged a fee by some ATM operators, but you'll be notified on the ATM screen and only be charged if you accept the fee and proceed with the transaction.

9. EFTPOS

When you use your Visa Debit card for purchases, you may have the option to select "savings". This is classified as an EFTPOS transaction.

9.1. EFTPOS Secure

EFTPOS Secure is a 3D secure fraud prevention measure to add an additional layer of security when you are shopping with a participating online merchant.

- When making an online purchase or other transaction for which EFTPOS Secure 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 EFTPOS card, such information includes, but is not limited to, a One Time Passcode (OTP). The information that you provide may be validated against information we hold about you and may be validated against information held by third parties
- 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 EFTPOS card or payment for that transaction, and you may be unable to complete an online transaction using your EFTPOS Visa card.

9.2. Important information on use of EFTPOS

When using EFTPOS:

- responsibilities in relation to use of Visa Debit card in these Terms and Conditions applies to EFTPOS transactions.
- you will contact us immediately if you believe there are errors or if you suspect fraud.
- we will not be liable for any losses you incur except as specifically described in these Terms and Conditions or as otherwise provided for by law.
- you agree that we may exchange information about you with the EFTPOS provider to facilitate any transaction you initiate. By initiating the transaction, you are providing consent for your information to be shared with these parties.

10. BPAY payments

We are a member of the BPAY Scheme and subscribe to the electronic payments system known as BPAY Payments. We'll let you know if this changes.

10.1. Using BPAY

- You can use BPAY to pay bills bearing the BPAY logo from those accounts that have the BPAY facility.
- When you tell us to make a BPAY payment you must tell us the Biller's Biller Code number and Customer Reference Number (found on your bill), the amount to be paid and the account from which the amount is to be paid.
- You should ensure the account you pay from is correct and has sufficient funds. If you have insufficient funds in your account (or available credit), the BPAY payment will not be made.
- You cannot stop a BPAY payment once it's been made. Make sure it's for the correct amount and that you've used the correct Biller Code and Customer Reference Number.
- You can set up future-dated payments. However, if they fall on a date that is not a Business Day may be processed the next Business Day. You are responsible for ensuring there are sufficient funds in the account before the payment is made. You are also responsible for checking your account transaction details or account statement to ensure any future-dated payments are made correctly. You can manage and cancel future-dated payment instructions within internet and mobile banking.
- Delays may happen if your BPAY payment is made on a weekend, public or bank holiday or if the Biller or another financial institution does not comply with the BPAY rules.

10.2. Mistaken BPAY payments

- The ePayments Code may apply to your BPAY transaction.
- If you've made a mistaken BPAY payment, please tell us immediately. We'll try to fix it by trying to get it back from the Biller, but we're not liable for any loss or damage you suffer as a result of making a mistaken BPAY payment, except in the circumstances described below.
- If a BPAY payment is made incorrectly and not in accordance with your instructions, we'll refund the amount to your account.
- However, if we have refunded the amount to your account and subsequently determine that you're responsible for the mistake, and we can't recover the amount from the recipient within 20 business days of us trying, you have to pay us back.

10.3. Unauthorised BPAY payments

- If a BPAY payment was made without your authority, but looked like it came from you, we'll refund you the amount to your account. However, if you didn't comply with our security requirements, and we can't recover the amount from the recipient within 20 business days of us trying, you have to pay us back.

10.4. Fraudulent BPAY payments

- If you are the victim of fraud by someone involved in the BPAY Scheme, the perpetrator needs to refund you the money. If they don't, then you bear the loss, unless some other person involved in the BPAY Scheme, knew or should have reasonably known of the fraud, in which case that other person needs to refund you the money that the perpetrator didn't refund.

10.5. Disputing a BPAY transaction

- Except Mistaken, Unauthorised and Fraudulent BPAY payments, BPAY payments are irrevocable and no refunds are available through BPAY for disputes with Billers about goods/services. You will need to resolve any disputes regarding goods/services directly with the Biller.
- If you want us to investigate an unauthorised BPAY transaction, you have to give us written consent addressed to the relevant Biller, allowing us to obtain from them information about your transaction and payment with them, as well as any other necessary information to investigate the disputed transaction.
- If you don't provide us with this consent, the Biller doesn't have to give us the information that we need to investigate.
- If you have a complaint about how we have handled a disputed transaction under this section, we'll deal with the complaint under our internal dispute resolution procedures. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority. Please refer to **section 20 – Complaints and feedback** for more details.

10.6. Liability for loss

- We are not liable for any loss or damage you suffer as a result of using the BPAY Scheme, unless we acted negligently or breached a condition or warranty regarding the supply of goods or services which can't be excluded or limited under law.
- You indemnify us against any loss or damage we suffer (whether directly or indirectly) as a result of any negligent or fraudulent conduct by you.

10.7. Privacy - BPAY

- By using BPAY service to make BPAY Payments, you agree that we may need to disclose Personal Information relating to you, to BPAY and/or other BPAY Participants in order to facilitate this service.

11. Osko payments

Osko is a secure payment service which enables you to send and receive near real-time payments via internet and mobile banking. We subscribe to Osko under the BPAY Scheme and will let you know if this changes.

When using Osko:

- You can use Osko to make payments from accounts that have the Osko facility.
- When you tell us to make an Osko payment you must tell us the payee's BSB and account details or their PayID, the amount to be paid and the account from which the amount is to be paid.
- You should ensure the account you pay from is correct and has sufficient funds. If you have insufficient funds in your account (or available credit), the Osko payment will not be made.
- You cannot stop an Osko payment once it's been made. Make sure it's for the correct amount and that you've used the payee's details.

12. Direct Debit

- You can authorise a participating biller to debit amounts from your account, as and when you owe those amounts to the biller. The biller will provide you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to provide them with this authority.
- To cancel the DDR Service Agreement, you can contact either the biller or us. If you contact us, we will promptly stop the facility within one business day. We suggest that you also contact the biller, to prevent any potential fees that they may impose.
- We will not charge you a fee for cancellation of direct debit facilities.
- If you believe a direct debit initiated by a biller is wrong, you should contact the biller to resolve the issue. Alternatively, you may contact us. If you give us the information we require we will forward your claim to the biller. However, we are not liable to compensate you for your biller's error.
- If you set up the payment on your Visa ~~Debit~~ card, please contact us directly about unauthorised or irregular debits.
- We can cancel your direct debit facility, in our absolute discretion, if 2 consecutive direct debit instructions are dishonoured. If we do this, billers will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.
- This section does not apply to PayTo payment agreements, which provides an alternative method to pre-authorise a biller to debit amounts from your eligible account. Refer to **section 13 – PayTo Payment Agreements**.

13. PayTo payment agreements

13.1. Creating a PayTo Payment Agreement

- PayTo allows you to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer this service as a payment option.
- If you establish a Payment Agreement with a Merchant or Payment Initiator that offers this service, you will need to provide that Merchant or Payment Initiator with your personal information including your BSB and account number, or your PayID. You are responsible for ensuring the details are correct. Personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions.
- Payment Agreements must be recorded in the Mandate Management Service to be processed. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your Account or PayID details. We will notify you of the creation of the Payment Agreement, and provide details of the Merchant or Payment Initiator named in the Payment Agreement, the payment amount and payment frequency (if these are provided) to seek your confirmation of the Payment Agreement. You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be deemed to be effective. If you decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.
- We will process payment instructions received from the Merchant's or Payment Initiator's financial institution when you have confirmed the Payment Agreement and it is effective. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have confirmed.
- If a Payment Agreement requires your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.

- If you believe the payment amount or frequency or other detail presented is in incorrect, you may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.
- Consent for establishing a Payment Agreement must be consistent with the term of operations for that account. For example, a joint account set to "all to sign" will require both account holders to consent to the Payment Agreement before it becomes effective.

13.2. Amending a PayTo Payment Agreement

- Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.
- We will notify you of proposed amendments to a Payment Agreement requested by the Merchant or Payment Initiator. You may confirm or decline any amendment request presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be effective. If you decline, the amendment will not be made and they Payment Agreement will continue on its existing terms.
- Amendment requests which are not confirmed or declined within 5 calendar days of being sent to you, will be deemed to be declined.
- If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.
- Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.
- Once a Payment Agreement has been established, you may amend your name or Account details in the Payment Agreement only. Account details may only be replaced with the BSB and account number of an account you hold with us. If you wish to amend the Account details to refer to an account with another financial institution, you may give us a transfer instruction (refer to **section 13.4 - Transferring your Payment Agreement**). We may decline your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

13.3. Pausing your PayTo Payment Agreement

- You may instruct us to pause and resume your Payment Agreement. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. We will not process payment instructions under a Payment Agreement that is paused. We are not liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.
- Merchants and Payment Initiators may pause and resume their Payment Agreements. If the Merchant or Payment Initiator pauses a Payment Agreement to which you are a party, we will promptly notify you of that, and of any subsequent resumption. We are not liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the Merchant or Payment Initiator.

13.4. Transferring your PayTo Payment Agreement

- When available, you may ask us to transfer a Payment Agreement to an account at another financial institution. We will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.

- Your new financial institution is responsible for obtaining your consent to the transfer of the Payment Agreement and for updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will become effective upon being updated in the Mandate Management Service.
- Until the Transfer is completed, the Payment Agreement will remain linked to your Account with us and payments under the Payment Agreement will continue to be made from your Account with us. If the other financial institution does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your Account with us.
- To Transfer a Payment Agreement that you have with another financial institution to us, you will need to obtain a Transfer ID from that institution and provide it to us. We will use reasonable endeavours to process transfer requests within 14 days, however not that all Payment Agreements will be Transferrable to us and we will notify you if a transfer is not possible.

13.5. Cancelling your PayTo Payment Agreement

- You may instruct us to cancel a Payment Agreement on your behalf. We will act on your instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation. We are not liable for any loss that you or any other person may suffer as a result of you cancelling a Payment Agreement.
- Merchants and Payment Initiators may cancel Payment Agreements. We will notify you promptly if they do so. We will not be liable to you or any other person for loss incurred as a result of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

13.6. Migration of direct debit arrangements

- Merchants and Payment Initiators who has an existing Direct Debit arrangements with you, may migrate it to a Payment Agreements, as a Migrated DDR Mandates. You will not be required to confirm or decline a Migrated DDR Mandate. A Migrated DDR has the effect of Payment Agreement.
- You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, and will receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, in the same manner as for other Payment Agreements.
- Once the migration is completed it is the responsibility of the Merchant or Payment Initiator to cancel the existing Direct Debit arrangement.

13.7. General PayTo provisions

- A Payment Agreement can only be linked to an account that has the PayTo Facility.
- You must ensure that you carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.
- You must notify us immediately if you no longer hold or have authority to operate the Account from which a payment under a Payment Agreement or Migrated DDR Mandate have been/will be made.
- You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You are

responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate, including for a breach of any agreement that you have with that Merchant or Payment Initiator. Any disputed payments should be referred to your Merchant or Payment Initiator in the first instance.

- You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates. We are not responsible for any loss that you suffer as a result of your account having insufficient funds under a Payment Agreement. Fees may be payable to third parties in accordance with their terms and conditions.
- If you receive a Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting, or you experience any other activity that appears suspicious or erroneous, please report this activity to us immediately.
- From time to time we may ask you to confirm that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing the Payment Agreement/s or Migrated DDR Mandate/s.
- We recommend that you allow notifications from Australian Military Bank on your smartphone to ensure that you're able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.
- When using our services, you must ensure that:
  i. all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date
  ii. you do not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person
  iii. you keep all passcodes and PINs confidential and ensure these are not disclosed to any other person.
- All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with these Terms and Conditions.
- We may cancel or suspend your use of PayTo at any time and at our absolute discretion.
- You must comply with all applicable laws in connection with your use of PayTo.
- We will accurately reflect all information you provide to us in connection with a Payment Agreement (including a Migrated DDR Mandate) in the Mandate Management Service.
- We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreement or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues. We will promptly notify you by of any such action to pause or cancel your Payment Agreement.
- If you become aware of a payment being made from your Account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us immediately and submit a claim. We will respond to all claims and if the claim is founded, we will refund your account. We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.
- We may impose limits on the value of payments that can be made using PayTo. We may reject any payment instructions from a Merchant or Payment Initiator that will cause you to exceed any such limit. We are not liable for any loss that you or any other person may suffer as a result of us rejecting a payment instruction.
- We accept no liability for delayed or failed payments caused by service interruptions to PayTo or other NPP services.
- If your Payment Agreement is linked to a PayID:

- transferring your PayID to another financial institution/account (whether with us or another financial institution) will not automatically transfer the Payment Agreement to that financial institution/account, and payments under the linked Payment Agreement will fail. This must be done separately.
- closing your PayID will cause payments under the linked Payment Agreement to fail. This must be done separately.

13.8. Privacy – PayTo

- By confirming a Payment Agreement and/or permitting the creation of a Migrated DDR Mandate against your Account with us, you acknowledge that you authorise us to collect, use and store your personal information and the details of your Payment Agreement/s and Migrated DDR Mandates in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.

14. Processing electronic transactions

- We will debit your transactions received on any one day in the order we determine in our absolute discretion. Transactions may not be processed to your account on the same day.
- We can reverse a direct credit if we do not receive full value for the direct credit.
- We have the right to decline to accept your authorisation for any transaction if we are uncertain for any reason of the authenticity or validity of the authorisation, or your legal capacity to give the authorisation.
- We may block, delay or not process a transaction for the reasons set out in the **Closing or suspending accounts section in the Account & Access Facility Terms & Conditions**. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our action.
- If you close your account before a transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that transaction. Refer to the Fees and Charges Schedule for details.
- We will use best endeavours to ensure that we process transactions initiated by both you and us, correctly. However sometimes errors do occur. If this happens, we may (as appropriate), take the necessary action required to make the necessary adjustments to rectify the error. For example, if a transaction or fee is applied to your account incorrectly, we may reverse that transaction

15. Future-dated payments

- You can set up one off or regular future-dated payments.
- You are responsible for ensuring there are sufficient funds in the account before the payment is made.
- You are also responsible for checking your account transaction details or account statement to ensure any future-dated payments are made correctly.
- You can manage and cancel future-dated payment instructions within internet and mobile banking.

16. Confirmation of Payee

Confirmation of Payee Service is an industry-wide service that matches the bank account details you enter with the account details held by the recipient's bank. It also means then when someone is making a payment to your account, their bank will confirm a match to your details. To enable this service, we are required to disclose your personal information including account details to our payment providers, other financial institutions and government agencies. This information is only used for the sole purpose of verifying payments. You can check your details within internet or mobile banking or by calling us on 1300 13 23 28.

When you are making a payment using BSB, account number, and account name, the Confirmation of Payee Service provides a response if the payee details are a match, close match, or no match to the details held by the recipient's financial institution. These results are intended to assist your decision to proceed, cancel, or double-check the payee details.

The Confirmation of Payee Service will not prevent a payment from being processed. If incorrect details are entered, funds may be irretrievable, and we may not be able to recover them on your behalf.

We may suspend or limit access to Confirmation of Payee if we reasonably believe it's necessary to protect against fraud, scams, or misuse. Service availability may vary due to factors beyond our control (eg. system maintenance, outages, internet connection).

You may request to opt-out of the Confirmation of Payee Service by contacting us on 1300 13 23 28 or emailing service@australianmilitarybank.com.au.

17. Mistaken and misdirected payments

- Mistaken payment means a payment by a user through a pay anyone banking facility and processed by a financial institution when 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 definition of mistaken internet payment is intended to relate to typographical errors when inputting an identifier or selecting the incorrect identifier from a list. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.
- The table underneath sets out the process we'll follow under the ePayments Code if you make or receive a Mistaken Payment.

YOU MADE A PAYMENT	YOU RECEIVED A PAYMENT
If a report is made within 10 Business Days	
• If you report a mistaken payment, we'll assess your request and contact the other financial institution within 5 business days if we are satisfied that a mistaken payment has happened. • If the other financial institution is satisfied that you made a mistaken payment, they must return the funds to us. This may take up to 10 business days.	• If another financial institution reports to us that you've received a mistaken payment and we are satisfied that a mistaken payment has occurred, we must return the funds to the sending financial institution. This may take up to 10 business days. • If there are insufficient funds in your account, we may debit your other account/s if those accounts have funds

▸ If the receiving financial institution is not satisfied that you made a Mistaken Payment, they may ask for the recipient to consent to the return of the funds to us. ▸ If the recipient has insufficient funds, the receiving financial institution will take reasonable steps to return the funds to us. ▸ If we receive the funds back from the recipient, we'll return them to you as soon as practicable. ▸ If we are not satisfied that you made a Mistaken payment, we'll not take any further action. ▸ Either way, we'll advise you of the outcome in writing within 30 days of the report being made.	or work with you to make other arrangements. ▸ If we are not satisfied that a Mistaken Payment has occurred, we may ask for your consent to return the funds. ▸
If a report is made between 10 Business Days and 7 months	
▸ If you report a mistaken payment, we'll assess your request and contact the other financial institution within 5 business days if we are satisfied that a mistaken payment has happened. ▸ The receiving financial institution has 10 business days to investigate the request. ▸ If they are satisfied that a mistaken internet payment has occurred, they will place a hold on the funds and give the recipient 10 business days to establish that they are entitled to the funds. ▸ If the recipient cannot establish that they are the entitled to the funds, the funds will be returned to us within 2 business days. We'll return the funds to you as soon as practicable. ▸ If the recipient has insufficient funds, the receiving financial institution will take reasonable steps to return the funds to us. ▸ If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder. ▸ If a Mistaken payment has not occurred, the receiving financial institution may seek consent from the recipient to return the funds. ▸ If we are not satisfied that you made a Mistaken payment, we'll not take any further action. ▸ Either way, we'll advise you of the outcome in writing within 30 days of the report being made.	▸ If another financial institution reports to us that you've received a mistaken payment and we have 10 Business Days to investigate the request. ▸ If we are satisfied that a mistaken internet payment has occurred, we'll place a hold on the funds and give you 10 business days to establish that you are entitled to those funds. ▸ If there are insufficient funds in your account, we may debit your other account/s if those accounts have funds or work with you to make other arrangements. ▸ If you cannot establish that you are the entitled recipient to the funds, we'll return the funds to the other financial institution within 2 business days. ▸ If we are not satisfied that a Mistaken Payment has occurred, we may ask for your consent to return the funds.

If a report is made after seven months	
▸ If you report a mistaken payment, we'll assess your request and contact the other financial institution within 5 business days if we are satisfied that a mistaken payment has happened. ▸ If the receiving financial institution is satisfied that a mistaken payment has occurred, they will ask for the recipient to consent to the funds being returned. ▸ If the recipient has insufficient funds, the receiving financial institution will take reasonable steps to return the funds to us. ▸ If we receive the funds back from the recipient, we'll return them to you as soon as practicable. ▸ Either way, we'll advise you of the outcome in writing within 30 days of the report being made.	▸ If another financial institution reports to us that you've received a mistaken payment and we'll investigate the request. ▸ If we are satisfied that a mistaken internet payment has occurred, we'll ask for your consent to return the funds to the sender. ▸ If there are insufficient funds in your account, we may debit your other account/s if those accounts have funds or work with you to make other arrangements.

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

- If no request has been made by another financial institution and we reasonably believe that a Mistaken Payment has occurred, we may restrict access to those funds in your account while we conduct further investigations.
- We are not liable to you for, and you indemnify us against any and all loss incurred by you or any other person arising from us returning the Mistaken Payment.
- If you are unhappy with how we have dealt with the report of an unauthorised transaction or mistaken payment you can raise a complaint and we will deal with the complaint under our internal dispute resolution procedures, and will not require you to complain to the Receiving Financial Institution. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority. Please refer to **section 20 – Complaints and feedback** for more details.

18. Unauthorised payments

An unauthorised transaction is a transaction that is not authorised by a user. This does not include transactions carried out by the account holder or an authorised user, or by anyone who performs a transaction with the knowledge or consent of the account holder or any authorised user.

18.1. When you are not liable for loss

a. You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:
   - fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent
   - a device, identifier or passcode which is forged, faulty, expired or cancelled
   - a transaction requiring the use of a device and/or passcode that occurred before the user received the device and/or passcode (including a reissued device and/or passcode)
   - a transaction being incorrectly debited more than once to the same facility
   - an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached.

b. You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a passcode or device. When a transaction can be made using a device, or a device and an identifier, but does not require a passcode, you are liable only if you unreasonably delay reporting the loss or theft of the device.

c. You are not liable for loss arising from an unauthorised transaction when it is clear that you have not contributed to the loss.

d. In a dispute about whether you received a device or passcode:
   - there is a presumption that you did not receive it, unless we can prove that you did receive it
   - we can prove that you received a device or passcode by obtaining an acknowledgement of receipt from you
   - we may not rely on proof of delivery to your correct mailing or electronic address as proof that you received the device or passcode.

18.2. When you are liable for loss

If the **section 18.1 - When you are not liable for loss** does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this section.

a. When we can prove on the balance of probability that you contributed to a loss through fraud, or breaching the passcode security requirements (refer to **section 2 – Protecting your accounts**):
   - you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of passcode security is reported to us
   - you are not liable for the portion of losses:
     i. incurred on any one day that exceeds any applicable daily transaction limit
     ii. incurred in any period that exceeds any applicable periodic transaction limit
     iii. incurred that exceeds the balance on the facility, including any pre-arranged credit
     iv. incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the transaction.

b. When:
   - more than one passcode is required to perform a transaction, and
   - we prove that you breached the passcode security requirements for one or more of the required passcodes, but not all of the required passcodes, you are liable under **section 18.2 (a)** only if we also prove on the balance of probability that the breach of the passcode security requirements under **section 2 – Protecting your accounts** was more than 50% responsible for the losses, when assessed together with all the

contributing causes.

c. You are liable for losses arising from unauthorised transactions that occur because you contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

d. When we can prove, on the balance of probability, that you contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all passcodes has been breached, you:
   - are liable for the actual losses that occur between:
     i. when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
     ii. when the security compromise was reported to us.
   - are not liable for any portion of the losses:
     i. incurred on any one day that exceeds any applicable daily transaction limit
     ii. incurred in any period that exceeds any applicable periodic transaction limit
     iii. that exceeds the balance on the facility, including any pre-arranged credit
     iv. incurred on any facility that we and you had not agreed could be accessed using the device and/or passcode used to perform the transaction.

   Note: You may be liable under this section if you were the user who contributed to the loss, or if a different user contributed to the loss.

e. When a passcode was required to perform an unauthorised transaction, and **sections (a) to (d)** above do not apply, you are liable for the least of:
   - $150, or a lower figure determined by us
   - the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or passcode, including any prearranged credit
   - the actual loss at the time that the misuse, loss or theft of a device or breach of passcode security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

f. In deciding whether on the balance of probabilities we have proved that you have contributed to losses under **section (a) to (d)**:
   - we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring
   - the fact that a facility has been accessed with the correct device and/or passcode, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the passcode security requirements
   - the use or security of any information required to perform a transaction that is not required to be kept secret by you (for example, the number and expiry date of a device) is not relevant to your liability.

g. If you report an unauthorised transaction on a credit card account, debit card account or charge card account we will not hold you liable for losses under this section for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).

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

19. Liability for loss caused by system or equipment malfunction

- You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network, includes retailers, merchants, third party payment initiators, communications services providers and other organisations offering facilities, merchant acquirers and subscribers, to complete a transaction accepted by the system or equipment in accordance with your instructions.
- When you should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
  - correcting any errors
  - refunding any fees or charges imposed on you.

20. Complaints and feedback

If you have a complaint or would like to provide us with any feedback, we would like to hear from you. We have an internal dispute resolution system to deal with any complaints you may have, and we ensure that we deal with any complaint sympathetically and efficiently.

There is no fee for making a complaint.

If you want to make a complaint, you can contact our staff:

- Email: complaints@australianmilitarybank.com.au
- Telephone: 1300 13 23 28 from Australia or +61 2 9240 4122 from overseas (Monday to Friday, 8am to 6pm, Sydney time)
- In person: at any one of our branches
- In writing: Member Resolution Team, Australian Military Bank, Reply Paid 151, Australia Square NSW 1214.

Our staff will advise you about our complaint handling process and the timeframe for handling your complaint. We have an easy to read guide about our dispute resolution system available at australianmilitarybank.com.au/disclosuredocuments.

If you are not satisfied with the way in which we resolved your complaint, you may refer the complaint to the Australian Financial Complaints Authority (AFCA) using the below details:

- Mail: GPO Box 3, Melbourne VIC 3001
- Toll-free number: 1800 931 678
- Email: info@afca.org.au
- Website: afca.org.au

Customer Owned Banking Code Of Practice Compliance

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice, you can contact the Customer Owned Banking Code Compliance Committee. Please be aware that the Committee is not a dispute resolution body and cannot provide financial compensation. You can contact the Committee at:

- Postal Address: Customer Owned Banking Code Compliance Committee; PO Box 14240, Melbourne VIC 8001
- Website: cobccc.org.au
- Email: info@codecompliance.org.au
- Telephone: 1800 931 678

21. Definitions

access facility means an arrangement through which you can perform transactions on an account
account means your account with us
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 Visa card
ATM means automatic teller machine
business day means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned
card means the Visa Card you can access your account via an ATM or point of sale terminal
device means a device we give to a user that is used to perform a transaction. Examples include:

- ATM card
- Visa Card, whether physical or digital
- token issued by a subscriber that generates a passcode
- contactless devices

digital wallet provider is the service provider who enables you to access your Visa Card to make purchase through your device such as Apple Pay, Google Pay, etc.
EFTPOS means electronic funds transfer at the point of sale—a network for facilitating transactions at point of sale
eligible account means: Transaction Accounts, Savings Accounts, Personal Loan Accounts and Home Loan Accounts
financial abuse means a serious form of domestic and family violence that may occur through a pattern of control, and results in exploitation or sabotage of money and finances which affects an individual's capacity to acquire, use and maintain economic, well-being and which threatens their financial security and self-sufficiency.
identifier means information that a user:

- may know but is not required to keep secret, and
- must provide to perform a transaction
- Examples include an account number, member number or PayID. An identifier also includes a token generated from information that would otherwise be an identifier.

lock in relation to a PayID, means the temporary suspension of a PayID in the PayID service.
mandate management service means the central, secure database of Payment Agreements
misdirected payment means a payment that we mistakenly credit to your account because of an error on our part in recording PayID information in the PayID service.
mistaken payment means a payment, made by a payer who is a 'user' for the purpose of the ePayments Code, which was erroneously credited to an account because of the payer's error.
one time passcode (OTP) means a single instance authentication method used to authenticate an online merchant payment made by an account through the provision of a unique code that is sent to that account holder by their preferred communication method such as SMS or email
Osko payment means a payment made through the Osko payment service
participating online merchant means a retailer or merchant who offers goods or services for sale online, who is a participant in EFTPOS or Visa Secure
passcode means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A passcode may consist of numbers, letters, a combination of both, or a phrase. Examples include:

- personal identification number (PIN)
- internet banking password
- mobile banking passcode
- secret question
- code generated by a physical security token
- code provided to a user by SMS, email or in a mobile application
- one-time passcodes

A passcode does not include a number printed on a device (e.g. a security number printed on a Visa Card).
PayID means the identifier that you choose in order to receive PayID payments into your account.
PayID name means the name we give you to identify you to payers (for example, your full name or entity name).
PayID service means the service through which Pay IDPayments can be made and received by use of a PayID.
PayID type means the type of PayID you select, which, subject to availability, may be your mobile number, email address, Australian company number, Australian business number or Organisation ID.
PayTo means the service which enables us to process payments from your account in accordance with and on the terms set out in a Payment Agreement you have established with a PayTo merchant or payment initiator that subscribes to the service
pay anyone banking facility means a facility when a user can make a payment from one bank account to a third party's bank account by entering, selecting or using a Bank/State/Branch (BSB) and account number, PayID or other identifier, but does not include BPAY® or PayTo payments
privacy law means the Privacy Act 1988 (Cth) and any regulations made under that Act.
transfer ID means a unique identification number generated by the Mandate Management Service in connection with a request to Transfer one or more Payment Agreements
unauthorised transaction means a transaction that is not authorised by you and occurs when a transaction has been made without your knowledge or consent. It does not include any transaction that is performed by you or another user, or by anyone who performs a transaction with the knowledge and consent of you or another user.
we, us or our means Australian Military Bank Limited
you, your or yours means you as the account holder (or any additional signatories / cardholders for your account).

Australian Military Bank

Contact us

- 1300 13 23 28
- Visit your local branch
- service@australianmilitarybank.com.au
- australianmilitarybank.com.au

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