TERMS AND CONDITIONS

Welcome to our BPAY® facility. You may choose to access our *BPAY* facility by calling (02) 9929 6555 and following the voice prompts or logging onto the Internet at www.resourcescu.com.au.

IMPORTANT: 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*. These Terms and Conditions must be read in conjunction with your account's and/or card's Conditions of Use.

To safeguard your usage of BPAY We recommend that you take these steps:

- Change your Password at regular intervals
- Never reveal your *Password* to anyone
- Never write your *Password* down
- Immediately notify us of any change of address

Where doubt exists about the security of your *Password*, you may change your Password, by calling (02) 9929 6555 and following the voice prompts or logging onto the Internet at www.resourcescu.com.au.

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.

1. DEFINITIONS

- Account/s – means your nominated account/s that we agreed can be accessed for the purpose of effecting BPAY transactions.
- *BPAY* - means the electronic payment scheme called *BPAY* operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in *BPAY,* either via telephone or internet access or any other access method as approved by us from time to time.
- *BPAY Internet site* - means our *BPAY* Internet site accessed via address www.resourcescu.com.au or at any other address advised to you by us from time to time.
- *BPAY payment* - means a payment transacted using *BPAY.*
- *business day* - means any week-day banks are open for business in Sydney.
- *card* - means the REDICARD or VISA CARD we issued to you or any other *card* as we advise you from time to time.
- *Card Hotline* - means a dedicated telephone service line established by the credit union industry solely for cancelling Credit Union REDICARDS and VISA CARDS.
- 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.
- Password - means a unique alphabetical and or numeric combination given to you by us that will enable you to have secure access to *BPAY*. To ensure the security of your access you will have a separate Password for Telephone Banking and Internet Banking.

In addition, references to:

- "we", "us" or "our" are references to us, the credit union through which you have elected to gain access to *BPAY*; and
- "you" or "your" are references to you, the account holder(s) in respect of the account with us which may be accessed via to *BPAY*.

2. CREDIT UNION CODE OF PRACTICE

The relevant provisions of the Credit Union Code of Practice apply to these Terms and Conditions.

3. SECURITY BREACHES

a. If you suspect for any reason that any one has discovered or may discover *your Password*, then you may change your *Password* by ringing (02) 9929 6555 or logging onto Internet Banking and following the access prompts.
If you also suspect that your *card* or your *card* details are accessible to that person (particularly if you are unable for any reason to change your *Password*) then we recommend you cancel your *card*, by calling the ***CARD HOTLINE***.

b. If your *card* is lost or stolen or you suspect for any reason that someone has a record of your *card* details and may use them to access your account, you must report this to the ***CARD HOTLINE*** to have your *card* cancelled.

c. The ***CARD HOTLINE*** will give you a reference number. Please retain this number as evidence of the date and time of your report.

d. The ***CARD HOTLINE*** is staffed 24 hours a day, 7 days a week. However, if the ***CARD HOTLINE*** is not operating at the time you attempt to call to cancel your *card*, we will be liable for any losses which:

- are incurred after you attempt to call; and
- are due to the failure to cancel,

BUT ONLY if you do call and cancel your *card* within a reasonable time of the ***CARD HOTLINE*** again becoming available.

***CARD* HOTLINE**
Australia wide toll free
1800 224 004
Sydney Metropolitan Area
(02) 9959 7309

e. As the ***CARD HOTLINE*** is a dedicated call line established and operated by the credit union industry solely for cancelling REDICARDS VISA CARDS issued by credit unions:
- it cannot assist you with *BPAY* enquiries, system problems or *Password* issues; and
- even if you report your *card* as lost or stolen to the ***CARD HOTLINE,*** you should then also contact us, your credit union, to advise us of this cancellation and request a replacement card.

4. USING BPAY

a. *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*.

b. Unless you are advised otherwise, you may use *BPAY* only to make payments from the Account.

c. We will debit the value of each *BPAY payment* and any applicable fees to the account from which the relevant *BPAY payment* is made.

d. 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.*

5. PROCESSING OF *BPAY PAYMENTS*

a. A *BPAY payment* instruction is irrevocable. Except for future-dated payments (addressed in condition 6) you cannot stop a *BPAY payment* once you have instructed us to make it and we cannot reverse it.

b. A *BPAY payment* is treated as received by the biller to whom it is directed:
- on the date you direct us to make it, if we receive your direction by the Cut Off Time on a *business day*; and
- otherwise, on the next *business day* after you direct us to make it.

c. Notwithstanding this, a delay may occur processing a *BPAY payment* if a biller, or another financial institution participating in *BPAY*, does not comply with its *BPAY* obligations.

6. FUTURE-DATED PAYMENTS*1

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:

a. You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated *BPAY payments* (and any other drawings) on the day(s) you have nominated for payment.
b. If there are insufficient cleared funds, the *BPAY payment* will not be made and you may be charged a dishonour fee.
c. You are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly.
d. You should contact us on (02) 9955 6046 if there are any problems with your future-dated payment.
e. You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the *BPAY payment* on or after that date.

1- This is an optional facility depending on whether it is offered by your credit union.

7. BPAY TRANSACTIONS LIMITS

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

8. REFUSING BPAY PAYMENT DIRECTIONS

You acknowledge and agree that:

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

9. YOUR LIABILITY FOR *BPAY PAYMENTS*

a. You are liable for all transactions carried out via *BPAY* by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
b. Your liability for losses arising from unauthorised *BPAY* transactions on your Account depends on whether you contributed to the losses. You contribute to the losses by any of the following (as well as in other ways):
   (i) disclosing your *Password* to any person including a family member;
   (ii) recording your *Password* on your *card* or without making a reasonable attempt to disguise it;
   (iii) electing a *Password* that is easily recognisable, such as your name, date of birth or personal detail that can easily be identified;
   (iv) failing to protect the security of the *Password* by any other act recognised by any court, government agency or industry ombudsman as a serious act contributing to the loss; and
   (v) unreasonably delaying notification of loss or theft of the *card* or security breach in respect of the *Password*.

If you cannot memorise *your Password* and must record it, then **do not under any circumstances**:

- record your *Password* on *your* C*ard or if you do not have a Card, record it in an obvious place as a password*, or
- keep *your Password* record and C*ard* together, unless you have taken reasonable steps to disguise *your Password* carefully. (It is not reasonable to disguise *your Password* as a telephone number, a birth date or by changing the order of the characters in the *Password)*
- change *your Password* to a PIN generated by a non-financial institution.

c. If you contributed to the losses, you are liable for actual losses arising from unauthorised *BPAY payments* incurred during the "relevant times" except:

- as set out in conditions 9(e) and (f); and/or
- to the extent that the actual losses exceed the amounts you could lawfully have accessed from your account at the "relevant times", having regard to daily transaction limits, the account balance and any pre-arranged credit.

The "relevant times" for these purposes are:

- in respect of conditions 9(b)(i)-(iv): any time prior to reporting the loss or theft or unauthorised use or security breach in accordance with condition 3; or
- in respect of condition 9(b)(v) - the time from when you became aware of the loss or theft or unauthorised use or security breach (or should reasonably have become aware of any loss or theft of the *card* or unauthorised use) and the time when this was reported.

d. If it is not clear whether you contributed to the loss, your liability in respect of unauthorised *BPAY payments* is the lessor of:

- the actual losses prior to you reporting the loss or theft or unauthorised use or security breach;
- $50; or
- the balance in the affected Account (including any pre-arranged credit limit).

e. You are not liable for losses arising out of *BPAY payment*s if these *BPAY payment*s are the result of:

- fraudulent or negligent conduct of employees or agents of any organisation participating in *BPAY* (including us and any biller);
- the use of an *Password* or a *card* or details from a *card* which is forged, faulty expired or cancelled (as applicable);
- completing a transaction accepted into *BPAY* otherwise than in accordance with *your* instructions;
- a BPAY payment being debited twice to your account;
- a BPAY payment effected prior to you receiving your card or *Password*.

f. You will also not be liable for any unauthorised BPAY payment if:

(i) it was made after your report to us or to the ***CARD HOTLINE*** of the loss or theft or unauthorised use or breach of security of the *card* or *Password*; or

(ii) it can be shown that you did not contribute to any unauthorised *BPAY payment* made prior to your report of the loss or theft or unauthorised use or breach of security of the *card* or *Password.*

10. OUR LIABILITY IN RESPECT OF *BPAY*

a. You agree that subject to your rights which are implied by law and which cannot be excluded by these Terms and Conditions, we will not be liable for:

(i) any breakdown or interruption in the *BPAY payment* system due to circumstances which are not under our direct control;

(ii) any corruption of data or any breakdown or interruption to your computer or any other equipment utilised to access *BPAY*;

(iii) any error or delay in the execution of any *BPAY payment* instructions you provided if the error or delay is due to circumstances not under our direct control; or

(iv) any refusal of another party to receive any *BPAY payment* from you.

b. You agree that in the event of a breakdown or interruption to any *BPAY* system or any failure or error in any transmission of information in respect of *BPAY,* we will not be liable for any resulting loss EXCEPT that we will:
- reverse any erroneous entry to your account caused by the malfunction;
- refund any charges or fees imposed as a result; and
- re-transmit any information and/or repeat any interrupted service or process, as appropriate.

c. You agree that in any event, our liability to you in respect of any *BPAY payment* or for your use of *BPAY* does not include consequential, indirect or economic loss.

11. RESOLVING ERRORS ON ACCOUNT STATEMENTS

a. All *BPAY payments* and applicable fees will be recorded on the account statements of the accounts to which they are debited.

b. If you believe a *BPAY* transaction entered on your statement is wrong, contact your credit union and give the following details:
- *y*our name, account number and linked *card* number;
- the date and amount of the transaction in question;
- the date of the account statement in which the transaction in question first appeared;
- a brief and clear explanation of why you believe the transaction is unauthorised or an error.

c. If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.

d. Within 5 days of receipt from you of the details of *y*our complaint, we will do any of the following:
- advise you in writing of the results of our investigation; or
- advise you in writing that we require further to complete our investigation.

e. In exceptional circumstances that we must tell you about in writing, we may require more time to complete our investigation. In such circumstances we will 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. 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.

g. When we advise you of the outcome of our investigation, we will give you reasons for our decision by reference to these Terms and Conditions. We will advise you of any adjustments we made to your affected account and also advise you in writing of other avenues of dispute resolution. You may use these avenues of dispute resolution if you are not satisfied with our decision, including the right to request that the decision be reviewed by our senior management.

h. If we decide that you are liable for all or any part of a loss arising out of unauthorised *BPAY payment*, we will:
- give you copies of any documents or other evidence we relied upon in reaching this decision; and
- advise you whether or not there was any system malfunction at the time of the transaction complained of.

i. If we fail to carry out these procedures or cause unreasonable delay, we will be liable for the amount of the disputed transaction if our failure or delay has prejudiced the outcome of the investigation.

12. TRANSACTION RECORDING

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

13. TRANSACTION AND OTHER FEES

a. We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
- any *BPAY payment*; or
- giving you access to *BPAY*; or
- any other service provided in relation to *BPAY*.

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 payment*s that have failed due to insufficient funds in the relevant Account.

14. CHANGES TO TERMS AND CONDITIONS

a. We may change these Terms and Conditions and *BPAY* fees and charges from time to time.

b. We will notify you in writing at least 30 days before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:

- impose or increase charges for *BPAY payment*s; or
- increase *y*our liability for unauthorised use; or
- adjust daily limits on amounts which may be transacted via *BPAY*; or
- make any changes to your account(s) in respect of which the law requires that notice be given to you.

c. If you do not wish your daily limit on transacted amounts via *BPAY* to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.

d. We may notify you of other changes by:

- notices on, or with, periodic account statements;
- direct written notice to you or;
- press advertisements in national or local media;

e. We are not obliged to give you advance notice if an immediate change to the Terms and Conditions is deemed necessary for security reasons.

f. We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations.

g. *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.

15. CANCELLATION OF BPAY ACCESS

a. You may cancel your access to *BPAY* at any time by giving us written notice.

b. Your access to *BPAY* will be terminated when:

- we notify you that your *card* or the Account with us has been cancelled;
- you close the last of your accounts with us which has *BPAY* access;
- you cease to be our member;
- you alter the authorities governing the use of your Account or Accounts with *BPAY* access (unless we agree otherwise).

c. In addition, we may cancel *y*our access to *BPAY* by providing you with 30 days written notice. The cancellation notice does not need to provide reasons for cancellation.

16. MISCELLANEOUS

a. These Terms and Conditions govern your *BPAY* access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that account is subject. In the event of any inconsistency between these *BPAY* Terms and Conditions and the terms applicable to any of *y*our Accounts, these *BPAY* Terms and Conditions will prevail.

b. You agree that you will promptly notify us of any change of address.

c. We may post all account statements and notices to you at your registered address as provided for in our rules.

d. You authorise us to disclose to any participant in *BPAY*, the transaction details of any *BPAY payment* which in any way affects that participant, to the extent permitted under privacy laws.

e. we have developed a dispute resolution procedure and have employed an external body to resolve disputes that are unable to be resolved between you and us. Further details of such a dispute resolution mechanism can be obtained at our branch or by calling (02) 9955 6046.