

Internet & Mobile Banking Terms & Conditions

The terms and conditions for BNK Bank Internet Banking (IB) and Mobile Banking (MB) are as follows:

Definitions

A reference to 'BNK Bank' 'we' 'us' or 'our' refers to BNK Banking Corporation Limited trading as "BNK Bank".

'IB and MB' means the Internet or phone access and electronic information service that enables customers to receive information about accounts, perform transactions and to transmit instructions to us electronically.

'Password' or "PIN" is your personal code enabling access to the service.

"Device" is your debit card or credit card or other contactless device.

Eligibility

IB is available to all customers of BNK Bank. MB & Card access is available on selected products for more information contact us on (08) 9021 6444

Liability

Let's start with what most people care about – security of your money. What is your responsibility and what is BNK Bank's? As a subscriber to the voluntary "E-Payments Code" liability for losses resulting from unauthorised transactions will be determined by the Code. The full code is available to read here: http://download.asic.gov.au/media/3798542/epayments-code-published-29-march-2016.pdf but a useful summary is provided below.

Naturally you are liable for all genuine transactions carried out by you or by anybody carrying out a transaction with your authority, knowledge or consent, regardless of when the transaction is processed to your account.

Unauthorised transactions is another story. Generally you are not liable for loss arising from unauthorised transactions if the loss:

- was caused by fraud or negligence by our employees, third parties or merchants.
- was conducted using a card or device we provide that is faulty, expired or cancelled.
- was from a transaction performed before receiving your card or passcode.
- was caused by the transaction being incorrectly debited more than once.
- occurred after you informed us that your card or device was lost or stolen or security had been breached.

However you may be liable for losses where in the balance of probability you contributed to a loss through fraud, or breaching pass code security requirements.

You will generally be considered to have contributed to a loss which is a result of unauthorised use by:

- Voluntarily disclosing your password to another person;
- Keeping a written or electronic record of your password in a form that can be readily identified as a password and if lost or stolen, enables unauthorised use:
- Selecting a password that does not comply with the Tips below;
- Unreasonably delaying in advising BNK Bank that your password or PIN has been lost or stolen or known to someone else;
- Leaving your card in an ATM (most ATMs try to warn you before you walk away).

Don't worry too much, even in these cases your liability for any losses will be the lesser of:

- The actual losses;
- The amount you are able to withdraw from your account (which is why we keep default limits low);
 or
- The total amount you would have been able to withdraw on the days that the unauthorised use occurred.

Other Tips

None of us want the bad guys getting hold of your hard earned savings by deception. So please follow the useful tips below:

- You should change your PIN or Password if a record of the PIN/Password has been lost or stolen.
- You should always report your card lost and stolen to BNK Bank as soon as possible by phoning 1300 GO 4 GOLD or logging onto IB/MB to cancel your card.
- Do not select a PIN or password which can be linked to your date of birth or alphabetical code (such as a word from the dictionary), this can make it easier for other people to guess the code.
- Tips when choosing your PIN: use a song or phrase that you like and then take the first letters from each word, for example: Humpty Dumpty Sat on the Wall = HDSotW. Then add some numbers and punctuation that you'll remember.
- Only add punctuation and numbers if you think you can remember it. Research shows adding symbols that you can't remember actually makes passwords LESS safe because people tend to write them down – never write down your PIN or password.
- You should destroy any Card that is no longer valid by cutting it diagonally in half. Remember to try and cut the chip in two.

Making payments using a BSB and account number

Payments will be processed by BSB and account number only, without using an account name. Some institutions with unique account numbers may disregard the BSB number. Please take care to enter the correct BSB and account number as you may not be able to recover a payment if it is credited to a mistaken account for example, if there are no funds in the account.

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Initial Passwords

Upon acceptance of your application for IB/MB, BNK Bank will provide you with an initial password. You must change this password and select a new password when first using the service.

The password you choose for IB and MB can be either numerical or alpha or a combination of both and between 4 to 6 characters.

If you forget your password you will need to contact BNK Bank.

Use of BNK Bank IB and MB

IB and MB are available for enquiries and transactions. You will only be able to perform transactions when you are the account holder or authorised signatory.

Requests to withdraw access to IB and MB must be received in writing (by emailing info@bnk.com.au) . You will remain liable for any transactions made on your account until the request has been received and actioned by BNK Bank.

Transactions made through BNK Bank IB and MB are governed by the terms and conditions of the various accounts.

We will take reasonable precautions to ensure that information transmitted by BNK Bank will remain confidential and protected from unauthorised access. Reasonable steps will be taken to ensure this information is updated regularly.

BNK Bank will endeavour to provide IB and MB 24 hours a day, 7 days a week but are not responsible for any breakdown or interruption in service due to circumstances beyond our control.

We have no obligation to verify the authenticity of instructions received from you or purporting to have been sent by you using IM and MB service and may without further enquiry, act on these instructions, which on its face purports to be genuine.

Transactions made through BNK Bank IB and MB will either be processed immediately or on the next business day.

BNK Bank will endeavour to effect transactions provided there are sufficient funds available in your account. BNK Bank will not have any responsibility or liability for any refusal or omission to make all or any of the payments or for late payment or for any omission to follow any instructions, due to circumstances beyond our reasonable control.

Should a payment be returned, BNK Bank will attempt to advise you of this and will credit your account with the funds.

Monetary limits for transfers and Bill payments have been set by BNK Bank at \$1,000 per day. If you need temporarily higher limits please contact BNK Bank. BNK Bank reserves the right to cancel, discontinue or withdraw the IB and MB access without notice.

Accuracy and Checking Records

You should check your account records carefully and contact BNK Bank as soon as possible if you believe a transaction is incorrect or if information received through these service are wrong. If we do not agree that there is an error we will let you know within 10 business days, giving you the reasons for our decision.

If we find an error in your account, we will promptly correct the error, adjust interest and charges to the account accordingly and tell you.

If you are not satisfied with our answer, you may lodge a complaint with our Complaints Officer by emailing info@bnk.com.au.

Chargeback Rights – Dispute a card transaction to secure a refund

Criminal fraud flourishes in today's society. Many cardholders aren't surprised when they learn unauthorised transactions have been made on their account. Filing chargebacks on fraudulent card transactions can protect you as an innocent victim to recoup your money.

The process is a little bit like this...a dissatisfied customer (you) contacts the bank (BNK Bank) and asks for a refund.

The issuer (Cuscal) reviews the chargeback request.

Each chargeback is accompanied by a reason code. These reason codes offer an explanation as to why the consumer is disputing the transaction (for example, "goods or services not as described"). Each code has its own set of rules (filing time limits, necessary documentation, etc.). The issuer will check the cardholder's chargeback claim, and you will be advised of the outcome. There is a fee per investigation (transaction) which may be on-charged.

BPAY® Facility

If you access BPAY then you will be taken to have read, understood and accepted the BPAY Terms and Conditions

in this booklet.

Upon such use, these Terms and Conditions apply to every BPAY payment on your account and you will be legally bound by them.

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1. Using BPAY

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.

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

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

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.

2. Processing of BPAY Payments

A BPAY payment instruction is irrevocable. Except for future-dated payments (addressed in condition 3) you cannot stop a BPAY payment once you have instructed us to make it and we cannot reverse it.

A BPAY payment is treated as received by the biller to whom it is directed:

- Not withstanding 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.
- Not withstanding 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.

3. Future-dated Payments

- You may arrange BPAY payments up to 30 days in advance of the time for payment. If you use this option you should be aware that:
- 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.
- If there are insufficient cleared funds, the BPAY payment will not be made and you may be charged a dishonour fee.
- You are responsible for checking your account transaction details or account statement to ensure the future dated payment is made correctly.
- You should contact us on (08) 9021 6444 if there are any problems with your future-dated payment.
- You must contact us if you wish to cancel a futuredated payment after you have given the direction but before the date for payment. You cannot stop the BPAY payment on or after that date.

4. BPAY Transactions Limits

We may limit the amount of BPAY payments you may make on any one day.

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.

We will advise you of all such transaction limits.

5. Refusing BPAY Payment Directions

You acknowledge and agree that:

- 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
- 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.

6. Cancellation of BPAY Access

You may cancel your access to BPAY at any time by giving us written notice. 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 alter the authorities governing the use of your Account or Accounts with BPAY access (unless we agree otherwise).

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

7. Reversals And Chargebacks

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