

# INTERNET BANKING PHONESERVICE AND MOBILE BANKING

*Formerly CU Online, PhoneService  
and Mobile Banking Terms and Conditions of Use*

Effective from 1 March 2018



**Queensland**  
COUNTRY  
CREDIT UNION



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## 1. PRODUCT INFORMATION BROCHURE

This document forms part of the Product Information Brochure (PIB) and sets out the terms and conditions of use that apply to a Member's use of Queensland Country's *Internet Banking, PhoneService and Mobile Banking facilities*.

The PIB generally comprises of three (3) different parts. Each part contains important information you need to read before you first use Internet Banking, PhoneService or Mobile Banking. These parts should be read together:

- Specific product features brochure called *Personal Savings and Transaction Accounts PIB (for personal accounts)* and *Business Banking*;
- This Internet Banking, PhoneService and Mobile Banking brochure; and Fees and Charges brochure.

These documents together comprise the contract between the Member and Queensland Country Credit Union Limited ('Queensland Country').

## 2. ABOUT THIS DOCUMENT

Before you use Internet Banking, PhoneService or Mobile Banking you should read these *Terms and Conditions of Use* and any other documents we give you containing conditions and other information.

They apply to:

- all transactions initiated by you through PhoneService through the combination of an identifier and an Access Code;
- all transactions initiated by you through Internet Banking through the combination of an identifier, Access Code, SMS Code, Token Security Code (where applicable); and
- all transactions initiated by you through Mobile Banking using an identifier, Access Code, SMS Code and Token Security Code (where applicable).

If you fail to properly safeguard your Queensland Country Access Code for Internet Banking, PhoneService or Mobile Banking you may increase your liability for unauthorised use.

Your first use of Internet Banking, PhoneService or Mobile Banking will automatically constitute your understanding and acceptance of these *Terms and Conditions of Use*.

There are fees and charges that apply to accounts provided by Queensland Country and transactions on these accounts. Please read this document and the Fees

and Charges brochure carefully to find out when and how we impose fees and charges.

If these *Terms and Conditions of Use* are not clear to you please contact Queensland Country **BEFORE** using Internet Banking, PhoneService or Mobile Banking.

### **3. IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT**

- memorise your Access Code and never store it with or near your identifier.
- never tell anyone your Access Code, SMS Code or Token Security Code.
- don't choose an Access Code that is easily identified with you such as your birth date, an alphabetical code which is a recognisable part of your name, or your car registration.
- don't choose an Access Code that is merely a group of repeated numbers or letters.
- try to prevent anyone else seeing you enter your Access Code when using PhoneService or Access Code, and SMS Code or Token Security Code (whichever is applicable) when using Internet Banking, PhoneService or Mobile Banking.
- don't record your Access Code anywhere near the equipment used to access Internet Banking, PhoneService or Mobile Banking.
- change your Access Code at frequent intervals.
- immediately report the loss, theft or unauthorised use of your identifier and Access Code to Queensland Country.
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use.

### **4. INTRODUCTION**

Generally speaking, these *Terms and Conditions of Use* apply to an identifier used in conjunction with an Access Code for PhoneService and an Access Code, SMS Code or Token Security Code (where applicable) for Internet Banking and Mobile Banking to perform electronic transactions.

Queensland Country may attach other services to PhoneService and Internet Banking by notice to you in writing.

In accepting your Access Code from Queensland Country you acknowledge that you have read, and understand, these *Terms and Conditions of Use* and are obliged to comply with them.

## 5. APPLICATION OF CODES

Queensland Country warrants that it will comply with the requirements of the ePayments Code as established by the Australian Securities and Investments Commission ('ASIC').

The provisions of the Customer Owned Banking Code of Practice ('COBCOP') also apply to the use of Internet Banking, PhoneService and Mobile Banking.

If you would like a copy of the COBCOP please contact Queensland Country.

## 6. ACCESS CODE SECRECY

You agree that:

- you will not record your Access Code on anything with or near your identifier;
- you will not record your Access Code anywhere near the equipment used to access Internet Banking, PhoneService or Mobile Banking;
- you will not tell anyone your Access Code or let anyone see it;
- you will try to prevent anyone else seeing you enter your Access Code when using PhoneService or Access Code, SMS Code or Token Security Code (where applicable) when using Internet Banking or Mobile Banking;
- you will change your Access Code at frequent intervals;
- if you think that your Access Code has become known to someone else, you will notify Queensland Country immediately.

## 7. REPORTING THE LOSS OR THEFT OF YOUR IDENTIFIER AND ACCESS CODE OR MOBILE PHONE

If you believe your identifier and/or Access Code have been lost, stolen or have become known to someone else, you should **IMMEDIATELY** report this to Queensland Country and change your access code through Internet Banking, PhoneService or Mobile Banking.

If you lose your mobile phone or change your mobile phone number you should notify Queensland Country **IMMEDIATELY** and arrange for your membership and Internet Banking details to be updated with your new mobile phone number.

## 8. USING YOUR IDENTIFIER AND ACCESS CODE

When you apply for access to Internet Banking or PhoneService you are issued with a default Access Code when we accept your registration for the service. You must enter the default code to access PhoneService or Internet Banking within 24 hours. You will be asked to select a new Access Code the first time you access the PhoneService or Internet Banking service.

To use Mobile Banking you will need to download one of the iPhone, iPad or Android mobile banking Apps we make available for you and use a PIN. The first time you open the App and enter Mobile Banking you will be asked to:

- enter your Customer Number and Internet Banking Access Code;
- register a unique 4 to 8 digit PIN; and
- give your device a name.

Then you only need to use your PIN when logging into Mobile Banking in the future.

You may register more than one device to use Mobile Banking but only one user can be registered per device.

If you forget your Access Code, you will need to make a new application as Queensland Country cannot access your personal Access Code once changed by you. You can change your Access Code through PhoneService, Internet Banking or Mobile Banking at any time.

Queensland Country will advise you:

- what transactions your identifier and Access Code will enable you to perform in Internet Banking PhoneService and Mobile Banking;
- the accounts that may be accessed using your identifier and Access Code, which can be changed at anytime.

Queensland Country will debit and credit your linked accounts with the value of all transactions carried out using your identifier and Access Code through Internet Banking, PhoneService or Mobile Banking.

If any of your linked accounts are in the name of more than one person, then the liability of those persons under

these *Terms and Conditions of Use* is joint and several for transactions carried out on those accounts.

Transactions will not necessarily be processed to your account on the same day they occur.

You will continue to be liable to Queensland Country for the value of any debit transaction occurring after you have closed your accounts or after you have resigned your membership with Queensland Country.

## 9. TRANSACTION LIMITS

You agree that you will **NOT** use your access method in Internet Banking, PhoneService or Mobile Banking to:

- overdraw the balance in any of your linked accounts; or
- exceed the unused portion of your credit limit under any pre-arranged credit facility.

Queensland Country:

- may set limits on the minimum and maximum transaction amounts, on a daily or cumulative basis;
- will advise you of the daily transaction limits at the time you apply or change your access method; and
- may change the transaction and periodic limits that apply to your accounts or our Internet Banking PhoneService and Mobile Banking, or impose new limits, from time to time by giving you such notice as is required by the ePayments Code and the COBCOP, if any.

## 10. AUTHORISATIONS

You:

- acknowledge that Queensland Country has the right to refuse authorisation for you to effect any transaction for any reason; and
- agree that Queensland Country will not be liable to you or anyone else for any loss or damage that you or anyone else suffers as a result of its refusal to authorise any transaction.

## 11. CANCELLATION OF ACCESS

Queensland Country may demand you and your nominee cease using your access method or cancel your access to Internet Banking PhoneService and Mobile Banking at anytime:

- for security reasons; or

- if you breach these *Terms and Conditions of Use* or the terms and conditions of the accounts linked to Internet Banking, PhoneService or Mobile Banking; or
- for any other reason, on giving you reasonable prior notice.

You may cancel your or your nominee's access to Internet Banking, PhoneService or Mobile Banking.

## **12. CONDITIONS AFTER CANCELLATION OR EXPIRY OF ACCESS**

Neither you or your nominee can use your access method to access Internet Banking, PhoneService or Mobile Banking after access has been cancelled or expires.

You will continue to be liable to reimburse Queensland Country for any indebtedness incurred through such use whether or not you have closed your linked accounts at Queensland Country.

## **13. YOUR LIABILITY IN CASE YOUR ACCESS METHOD IS LOST OR STOLEN IN THE CASE OF UNAUTHORISED USE**

- (1) You are not liable for any unauthorised use of your access method in Internet Banking, PhoneService or Mobile Banking:
  - a. in relation to a transaction processed by Internet Banking, PhoneService or Mobile Banking before you have actually received our Access Code;
  - b. after you have reported the Access Code lost or stolen under paragraph **7**; and
  - c. if you did not contribute to any unauthorised use of your access method
- (2) For the purpose of paragraph **13(1)(c)** you will be taken to have contributed to any loss caused by unauthorised use of your access method if:
  - a. in relation to transactions carried out using your identifier and Access Code through PhoneService or your identifier, Access Code, SMS Code or Token Security Code (where applicable) through Internet Banking or Mobile Banking, you:
    - i. voluntarily disclose your Access Code to anyone, including a family member or friend;

- ii. voluntarily allow someone else to observe you entering your identifier and Access Code when using Internet Banking, PhoneService or Mobile Banking;
  - iii. write or indicate your Access Code on an article containing the identifier;
  - iv. write or indicate your Access Code (without making any reasonable attempts to disguise the Access Code) on any article carried with your identifier;
  - v. allow anyone else to use your identifier and Access Code;
  - vi. unreasonably delay notification of:
    - your identifier or Access Code record being lost or stolen; or
    - unauthorised use of your access method; or
    - the fact that someone else knows your Access Code.
- (3) If you are taken to have contributed to the unauthorised use of your access method under paragraph **13(2)**: you will be liable for:
- a. the actual loss when less than your account balance (including the unused portion of your credit limit under any pre-arranged credit facility);
  - b. your account balance (including the unused portion of your credit under pre-arranged credit facility); or
  - c. an amount calculated by adding the actual losses incurred for each day, up to the current daily transaction limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your access method, up to and including the day you make your report.
- (4) In determining liability under paragraph **13(3)**:
- a. where your access method has been lost or stolen, the number of days will be calculated by reference to the day when you **should reasonably have become aware** that it was lost or stolen; and
  - b. the current daily withdrawal limit is the limit applicable at the time of the transaction for your access to Internet Banking, PhoneService or Mobile Banking.

- (5) Where it is unclear whether or not you have contributed to any loss caused by unauthorised use of your access method, your liability will be the lesser of:
- a. \$150, or a lower figure determined by Queensland Country;
  - b. your account balance (including the unused portion of your credit limit under any pre-arranged credit facility); or
  - c. the actual loss at the time Queensland Country is notified of the misuse, loss or theft of your access method.
- (6) In determining your liability under paragraph **13(5)**:
- a. Queensland Country will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
  - b. the fact that an account is accessed with the correct access code, while significant, is not of itself conclusive evidence that you have contributed to the loss.
- (7) Your liability for such losses occurring as a result of unauthorised access will be determined under the ePayments Code. The guidelines set out at the beginning of these *Terms and Conditions of Use* to safeguard your account are guidelines only and may not cover all situations.

## **14. RESOLVING ERRORS ON ACCOUNT STATEMENTS**

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Queensland Country. You may also be asked to provide Queensland Country with the following information:

- the type of facility;
- where relevant, the identifier;
- the type of device and/or code (SMS Code or Token Security Code) used to perform the transaction;
- your name, address and Customer Number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error.

If Queensland Country is unable to settle your complaint within five (5) business days to your satisfaction, it will advise you in writing of the procedure for further investigation and resolution and may request further relevant information for you.

Within 21 days of receiving the further relevant details from you, Queensland Country will:

- complete its investigation and advise you in writing of the outcome; or
- advise you in writing of the need for more time to complete its investigation.

Unless there are exceptional circumstances, Queensland Country must complete its investigation within 45 days of receipt of the complaint.

If Queensland Country finds that an error was made, it will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

When Queensland Country advises you of the outcome of its investigations, it will:

- give you reasons for its decisions by reference to these *Terms and Conditions of Use* and the ePayments Code;
- advise you of any adjustments it has made to your account; and
- provide you with details about our internal dispute resolution process, and how to access our external dispute resolution scheme provider, Credit and Investments Ombudsman Limited (CIO) if you are not satisfied with Queensland Country's decision.

If Queensland Country decides that you are liable for all or any part of a loss arising out of unauthorised use of your access method, it will:

- give you access to copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system malfunction at the time of the transaction.

If Queensland Country fails to carry out these procedures or causes unreasonable delay, Queensland Country will be liable for the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

## **15. MALFUNCTION**

Queensland Country undertakes to make all reasonable efforts to ensure that a service you use is available to

you during the hours specified by Queensland Country from time to time but we are not liable to you for or in connection with:

- failure of a Service to perform, in whole or in part, any function which we have specified it will perform;
- the unavailability of a Service to you in whole or in part because of the failure of the Communication Network, your equipment/ software or any circumstances beyond our reasonable control; or
- delays or errors in the execution of any transaction or instruction because of the Communication Network, your equipment/software or any circumstances beyond our reasonable control.

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, Queensland Country will not be liable if you were aware, or should have been aware, that the service or device you were using was unavailable for use or was malfunctioning.

## **16. STATEMENTS AND RECEIPTS**

For transactions processed through PhoneService you will have the opportunity to hear details of the financial transaction carried out. You should obtain, check and record all transaction record details available to you for checking against your account statement.

For transactions processed through Mobile Banking you will have an opportunity to email a receipt for completed transactions.

For transactions processed through Internet Banking you will have the opportunity to print a transactions record slip for each financial transaction carried out. You should obtain, check and retain all transaction record slips available to you for checking against your account statement.

Queensland Country will send you an account statement at least every three (3) months unless you have nominated to access your account statement electronically. You may request more frequent account statements.

You may request a copy of your account statement at any time.

## **17. FEES AND CHARGES**

Queensland Country reserves the right to charge a fee for any transactions processed through Internet Banking,

PhoneService or Mobile Banking or for issuing access codes or replacement access codes and Queensland Country is irrevocably authorised to debit your linked account with those fees.

You will be advised by Queensland Country of any applicable fees and charges at the time you apply for your Access Code.

Queensland Country may change the fees and charges applicable to your accounts and Internet Banking PhoneService and Mobile Banking, or impose new fees and charges, at any time by giving you such notice as is required by law, the ePayments Code or the COBCOP.

## **18. GOVERNMENT FEES AND CHARGES**

Queensland Country reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of the Internet Banking, PhoneService or Mobile Banking by government or by any regulatory authority. Queensland Country is also irrevocably authorised to debit your linked accounts with those fees, charges, duties and taxes.

## **19. CHANGE TO CONDITIONS OF USE**

Queensland Country reserves the right to change these *Terms and Conditions of Use* and to vary the fees and charges that apply to our Internet Banking, PhoneService and Mobile banking.

We may use various methods to notify you of these changes which may include one or more of the following: notification on or with your account statement; notification by letter or other direct communication; notification in Internet Banking PhoneService or Mobile Banking, announcement via our newsletter or website; or advertisement in the local media or national media. Subject to any applicable laws, the method of notification will depend on the nature and extent of the change and the cost and effectiveness of different methods of notification.

You will be taken to have received a written notice from Queensland Country under this paragraph **19** in the due course by post if it is mailed to the last address for you known to Queensland Country. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain the use your access method after notification of any authorised changes your use of your access method shall be subject to those changes.

With your consent, information which we are required to provide to you in relation to Internet Banking PhoneService and Mobile Banking may be provided to you electronically by:

- a. sending the information in a form of electronic communication nominated by you,
- b. notifying you that we have made the information available electronically, or
- c. another manner which has been agreed between Queensland Country and yourself.

In providing information to you electronically, we will provide you with an effective and convenient process for updating your contact details and will make it easy for you to retrieve, read and store the information.

If we give you information by notifying you that the information is available electronically we will make the information available in that form for a reasonable period.

## **20. EXCLUSION OF CREDIT UNION LIABILITY**

Queensland Country bears no liability for any refusal of a merchant, agent or other third party to accept your transaction through Internet Banking, PhoneService or Mobile Banking.

Queensland Country does not give warranty for any goods or services obtained from a merchant, agent or other third party through the use of Internet Banking, PhoneService or Mobile Banking. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant for those goods and services.

## 21. PAYMENTS

### 21.1 Making payments using Internet Banking PhoneService and Mobile Banking

a. Payments made through Internet Banking PhoneService and Mobile Banking ('payments') will be made using the payment information you provide to Queensland Country which may be:

- the BSB and account number for the account you are making payment to;
- a PayID that has been created for the account you are making payment to; or
- combination of a BPAY® biller code and Customer Reference Number (CRN) for the BPAY® biller you are making payment to.

Any error in entering the above details may result in a payment being made to an incorrect payee or the payment not being made at all. You must ensure that you always provide Queensland Country with the correct payment details.

b. Under these *Terms and Conditions of Use*, Queensland Country is not required to and does not check that any BSB and account numbers provided by you correspond with the financial institution and account name of the payee provided by you nor does Queensland Country confirm that the BPAY biller code and CRN combination provided by you is correct. If you make a payment using a PayID and Queensland Country displays the PayID name that is recorded for the PayID, you must ensure that the PayID name is the name of the person you intend on making the payment to before you confirm your instruction and must cancel your instruction if it is not. Queensland Country is not responsible or liable for any inaccuracy in instructions given by you or any loss you suffer as a result a payment being sent to the wrong person or account where the payment is processed in accordance with the information you provided.

\* Registered to BPAY Pty Ltd ABN 69 079 137 518

- c. Once you authorise a payment to be processed it is irrevocable and you will not be able to stop, withdraw, suspend, reverse or delete it or change any details.
- d. It may not be possible to recover funds from an unintended recipient.
- e. Where we allow you to send a description or reference with a payment, you must ensure that it does not contain, reference or link to:
- any swearing, profanity, offensive, discriminatory, threatening or abusive content;
  - any information that is confidential or must be kept secret;

- sensitive personal information of any person (including information or an opinion about a person's racial or ethnic origin, political opinions or membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information);
- anything which infringes the intellectual property rights of any person; or
- anything which is illegal or seeks to promote illegal activity.

Where we consider it appropriate to do so, we may disclose the information you include in a payment description or reference to appropriate law enforcement authorities or, in the case of personal information about another person, to the person the personal information relates to.

The payment reference or description you send with a payment may not be included in your account statement or may be included in a truncated form.

## **21.2 Processing Your Instructions**

Where you instruct Queensland Country to make a payment and it is possible to effect it using more than one payment service or channel, Queensland Country may choose which payment service or channel to use to effect the payment.

Queensland Country will generally process your payment as an Osko Payment if the financial institution at which the payee account is held is a subscriber to the Osko service and advises Queensland Country that the payee account is able to receive Osko Payments. Queensland Country will tell you if, for any reason, Queensland Country ceases to be able to offer you Osko Payments.

Notwithstanding the above, Queensland Country may choose to send a payment using a different payment service or channel, and not as an Osko Payment, at Queensland Country's discretion.

Queensland Country will tell you if your payment will be processed as an Osko Payment (for example, by displaying the Osko logo) when Queensland Country accepts your payment instruction from you.

Regardless of how your payment is processed, the account you nominate for Queensland Country to debit the payment to will be debited immediately.

In order to process a payment instruction, it may be necessary for Queensland Country to disclose your personal information to third parties such as Queensland Country's payment intermediaries or service providers, the payee and the payee's financial institution, and the operator(s) of the payment service or channel used to effect the payment (such as BPAY Pty Ltd).

By requesting that Queensland Country make a payment, you consent to Queensland Country disclosing your personal information to such third parties, and the use of the personal information by such third parties, as necessary to make the payment and for related purposes.

### **Osko Payments**

Where Queensland Country processes a payment as an Osko Payment, the transfer of funds will be processed and will usually be available to the payee on a 24/7 near real-time basis.

You can see within Internet Banking if a payment that Queensland Country has processed as an Osko Payment fails.

### **Other Payments**

If Queensland Country processes your payment instruction otherwise than as an Osko Payment, it will generally be processed:

- On the same day, if you asked Queensland Country to make the payment before Queensland Country's processing cut-off time of 4:00pm (Eastern Standard Time & 3:00pm during Eastern Daylight time) on a business day;
- By the end of the next business day, if you asked Queensland Country to make the payment after the abovementioned processing cut-off time on a business day or on a weekend or public holiday or other non-business day; or
- On the date requested (or, if that date is not a business day, the following business day), if it is a future-dated transaction.

Depending on the arrangements and processes of the financial institution to whom the payment is being sent, the payment will generally be available to the payee by the end of the business day after the business day on which we process the payment. However, payments may take longer to be credited to the payee account and you should not assume that the payment will be credited to the payee account or available to the payee within any specific timeframe.

### **Delays**

Queensland Country cannot control when, or even if, a payee's financial institution processes payments. To help ensure that you know when or if your payment has been successfully received, you should confirm with the payee that your payment has been received.

Delays may occur in processing payments where:

- (a) Queensland Country experiences a services disruption which prevents Queensland Country from accepting or processing transactions;
- (b) Queensland Country is required to delay processing a transaction in compliance with any applicable laws (including any laws relation to anti-money laundering and sanctions);

- (c) you fail to comply with your obligations under these Terms and Conditions of Use for any reason;
- (d) the receiving financial institution or the payee fails to comply with their obligations or is experiencing a services disruption which prevents them from processing transactions;
- (e) the receiving institution decides to delay processing; or
- (f) Queensland Country delays processing to investigate and review the payment instruction to ensure it is not fraudulent, illegal or improper or to confirm that it has been properly authorised by you.

Queensland Country will not be liable to you for any delay in a payment being processed or received by the payee for any reason.

### **Suspension of access to Queensland Country's payment facility**

Queensland Country may suspend your right to make payments through Internet Banking, PhoneService and Mobile Banking at any time without prior notice to you if you are suspected of acting in an illegal or fraudulent manner or if Queensland Country believes doing so is necessary to protect the security or integrity of Queensland Country's systems or to prevent you or Queensland Country suffering any loss or damage.

### **Account restrictions**

Payments cannot be made from all account types. Queensland Country will advise you of the types of accounts from which payments may be made using Internet Banking, PhoneService and Mobile Banking from time to time.

### **Failed Payments**

If Queensland Country is advised that your payment cannot be processed by the receiving financial institution, or it fails and cannot be completed for any reason, Queensland Country will credit your account with the amount of the payment. Where Queensland Country has transferred funds to another financial institution as part of processing a payment that has failed or cannot be completed, Queensland Country is not required to credit your account with the amount of the payment until the funds have been returned to Queensland Country from the other financial institution.

### **Mistakes and issues with payments**

You must be careful to ensure you tell Queensland Country the correct amount you wish to pay. If you make a payment and later discover that:

- the amount you paid was greater than the amount you needed to pay, you must contact the holder of the account to which you instructed us to make the payment to obtain a

refund of the excess. If Queensland Country processed the payment as an Osko Payment, Queensland Country may be able to request that the funds, or just the overpaid amount, be returned on your behalf if you ask Queensland Country to do so. However, the amount may not be returned to you unless the person or business to whom the funds were transferred consents to their financial institution returning the funds; or

- the amount you paid was less than the amount you needed to pay, you will need to make another payment for the difference between the amount you actually paid and the amount you needed to pay.

You should notify Queensland Country immediately if you think that:

- you have made a mistake when making a payment;
- you did not authorise a payment that has been debited to your account or you think a payment has not been processed in accordance with your instructions;
- you become aware that a payment made using a PayID was directed to an incorrect payee; or
- you were fraudulently induced to make a payment.

In the case of Mistaken Internet Payments, the timing of your report may impact Queensland Country's ability to recover your funds (see clause 21.3 below for more information about Mistaken Internet Payments).

Where Queensland Country considers it appropriate and is reasonably able to do so, Queensland Country may request that the financial institution to whom the funds were transferred returns the funds to you, on your behalf. However, depending on the circumstances, the financial institution to whom the funds were transferred may not return the funds unless the relevant accountholder consents.

Where the transferred funds are returned to Queensland Country, Queensland Country will credit them to your account and make them available to you as soon as practicable.

You indemnify Queensland Country against, and will be liable to Queensland Country for, any direct or indirect loss, damage, charge, expense, fee or claim Queensland Country may suffer or incur as a result of the return of funds to Queensland Country where Queensland Country requests that a payment be returned on your behalf. Queensland Country may debit any such loss, damage or cost to any account you hold with Queensland Country.

### **Refunds and chargebacks**

Except as provided in clause 21.3 (Mistaken Internet Payments), refunds cannot be processed in respect of payments.

Where a payment has been correctly completed but you have a dispute with the person to whom the funds were transferred, you will need to resolve the dispute directly with that person.

No “chargeback” rights are available in relation to payments made through Internet Banking, PhoneService or Mobile Banking, even if the payment has been made from a credit card account or another account with a payment card linked to it.

### **21.3 Mistaken Internet Payments**

**Mistaken internet payment** means a payment by a ‘user’ (as defined by the ePayments Code):

- through a ‘Pay Anyone’ internet banking facility and processed between ADIs which have subscribed to the ePayments Code, through direct entry, where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number and/ or identifier that does not belong to the named and/or intended recipient as a result of the user’s error, or the user being advised of the wrong BSB number and/or identifier, not including payments made using BPAY; or
- that is an NPP Payment which, as a result of the user’s error, is directed to the wrong account.

You should notify Queensland Country immediately if you believe that you have made a mistaken internet payment .

The process taken will depend upon when you report the mistaken payment to us.

If we are satisfied that a mistaken internet payment has occurred, we will contact the financial institution that received the payment, who within five business days will advise us whether there are sufficient funds in the unintended recipient’s account to cover the mistaken internet payment.

Where the report is made **within 10 business days of the payment date, and the funds are still available** and the receiving institution is satisfied a mistaken internet payment has occurred, the funds will be returned by the receiving institution within 10 business days of Queensland Country notifying the receiving institution.

Where the report is made **after 10 business days but before seven months after the payment date, and the funds are still available**, the receiving institution has 10 business days to investigate your claim. If it is satisfied that a mistaken internet payment has occurred, the receiving institution must freeze the funds and provide the unintended recipient with 10 business days to establish their entitlement to the money. If no entitlement is established, the mistaken internet payment will be returned by the receiving institution within 2 business days after the expiry of the second 10 day period.

Where the report is made **after seven months of the date**

**of the payment, and funds are still available**, the receiving institution is required to seek the consent of their customer before returning the mistaken internet payment.

Where Queensland Country and the receiving institution are satisfied that a mistaken internet payment has occurred but the funds are no longer available in the unintended recipient's account, the receiving institution must use its reasonable endeavours to assist retrieve the funds.

Queensland Country will advise you of the outcome of the mistaken internet payment process in writing within 30 days of the date you notified us of the mistaken internet payment and will advise you of our complaints handling process if you are not satisfied with the outcome of the matter.

Contact us on:

Phone: Free Call 1800 075 078 (Contact Centre)

Email: [info@qccu.com.au](mailto:info@qccu.com.au)

## **21.4 Fees**

Fees may apply for payment and transfers requested through Internet Banking. These fees are detailed in the Fees & Charges brochure available on request from any branch, or our website [www.qccu.com.au](http://www.qccu.com.au).

## **21.5 Secure SMS**

Queensland Country's Internet Banking service employs an SMS validation system (Secure SMS) which when triggered, sends an authorisation code via SMS to your nominated mobile phone number. An alternative option to receive this code is available in the form of text to voice for landline or email (where available).

During the Secure SMS registration process, you will have the option to register:

- a mobile phone to receive a secure SMS code each time you perform a transaction or activity that is subject to Security SMS validation; or
- a home or business landline phone to receive a secure voice code each time you perform a transaction or activity that is subject to Security SMS validation.

Once registered, you will be prompted to request a unique SMS code and then enter the code sent to you when you perform certain

transactions such as transactions to payees (including BPAY) that are not in your current saved favourites list within Internet Banking.

Queensland Country may choose to require Secure SMS validation for any transaction or activity performed in Internet Banking in Queensland Country's discretion. If Queensland Country requests Secure SMS validation for a transaction or activity, Queensland Country may refuse to accept your

transaction request until it has been authorised by using the Secure SMS code.

When requesting the Secure SMS code, you will have the option to select a different phone number for receipt of the secure code from a selection of phone numbers that pre-populates from a listing we have recorded on your membership.

## **21.6 Security Token**

This is a security facility available to Members that are registered for Secure SMS.

Security tokens can be in the form of a smart phone VIP Access Application or a lightweight hardware security device. Both produce a 6-digit secure code every 30 seconds. This secure code must

be entered into Internet Banking each time you enter an area to perform a transaction or activity that is subject to Security Token authentication.

The security tokens are registered to your Customer Number and may be used to verify transactions on all accounts that your Customer Number is linked to. Queensland Country may choose to require secure code validation for any transaction or activity performed in Internet Banking in Queensland Country's discretion. If Queensland Country requests secure code validation for a transaction or activity, we may refuse to accept your instructions until authorised by using the secure code.

If a Security Token is issued to you, the Secure SMS Validation System provided for in Clause 21.6 will not apply. Please refer to the Fees and Charges brochure for Security Token fees.

## **21.7 Transfer Limit**

a. Queensland Country may impose a limit on the amount that can be transferred at one time, or a limit for the total of all transfers or payments processed within a day. The current Internet Banking daily transaction limits are:

- \$10,000 (Secure SMS or Security Token);
- internal transfer \$500,000;
- BPAY \$10,000 (Secure SMS or Security Token)
- within Queensland Country Credit Union \$500,000; and

b. Queensland Country may require transfer requests above a preset floor limit to be subject to SMS validation. Queensland Country may vary the floor limit from time to time.

c. Regardless of such limits, you will only be able to transfer up to the amount of cleared funds held in your accounts.

This clause is intended to operation with Clause 9 of these terms and conditions.

### **21.8 Joint or Business Accounts**

If your account is a joint or business account, you must make special precautions to protect access to this facility. Queensland Country has provided additional security by requiring entry of the Access Code, and where applicable an SMS Code or Token Security Code, to complete a transfer. It is your responsibility to control and protect who has access to your Access Code. By accepting these *Terms and Conditions of Use*, you accept responsibility for transactions conducted by anyone that you allow to have access to your Access Code.

Each party to a joint account is jointly and severally liable for all transactions through Internet Banking, PhoneService and Mobile Banking.

### **21.9 Change to Mobile Phone Number**

You agree that you will promptly notify Queensland Country of any changes to the mobile phone number provided by you for the purpose of facilitating SMS Validation of applicable transfer request.

## **22. OTHER TERMS AND CONDITIONS**

These *Terms and Conditions of Use* govern your Internet Banking, PhoneService and Mobile Banking access to your linked accounts at Queensland Country. Each transaction on a linked account is also governed by the terms and conditions to which the account is subject. If there is any inconsistency between these *Terms and Conditions of Use* and the terms applicable to any of your accounts these *Terms and Conditions of Use* prevail except to the extent that they are contrary to any applicable legislation, the ePayments Code or the Customer Owned Code of Practice.

You agree that you will promptly notify Queensland Country of any change of address for the posting or emailing of any notifications which Queensland Country is required to send you.

Queensland Country may post all statements and notices to you at your registered address as provided for in Queensland Country's Constitution.

## 23. PRIVACY AND PERSONAL INFORMATION

Queensland Country complies with the Australian Privacy Principles as set out in the *Privacy Act 1988*. You can access personal information Queensland Country holds about you and advise if any information held is inaccurate, incomplete or out of date. To access personal information held about you or to request a copy of Queensland Country's *Privacy Policy* write to:

The Privacy Access Officer  
Queensland Country Credit Union Limited  
PO Box 679  
Aitkenvale QLD 4814

A copy of our Australian Privacy Policy is available on our website.

## 24. DEFINITIONS

<b>Queensland Country, 'we', 'our' or 'us':</b>	Queensland Country Credit Union Limited
<b>Access Code:</b>	The secret code known to the user to access Internet Banking, PhoneService or Mobile Banking.
<b>Access Method:</b>	The use of both the Identifier and Access Code (where applicable), SMS Code or Token Security Code together.
<b>Internet Banking:</b>	Queensland Country's internet banking facility.
<b>Identifier:</b>	The code, known to the user, which the user is required to keep secret, and used to access PhoneService or Internet Banking. (The identifier will be the Customer Number.)

<b>Linked Account:</b>	An account you have with Queensland Country to which you may obtain access by use of Internet Banking, PhoneService or Mobile Banking.
<b>NPP:</b>	means the New Payments Platform operated by or for NPP Australia Ltd.
<b>NPP Payment:</b>	means a payment processed using the NPP and includes Osko Payments.
<b>Osko:</b>	means the Osko payment service operated by BPAY Pty Ltd.
<b>Osko Payment:</b>	means a payment processed using Osko.
<b>PayID:</b>	means a PayID which has been created for an account with a financial institution in the NPP PayID service.
<b>PhoneService:</b>	Queensland Country's phone banking facility.
<b>Receiving Financial Institution:</b>	The financial institution whose customer has received an internet payment.
<b>Sending Financial Institution:</b>	The financial institution whose customer has made an internet payment.
<b>SMS Code:</b>	The computer generated code sent via SMS to your nominated mobile phone number where a transfer request is subject to SMS Validation.
<b>Token Security Code:</b>	The computer generated, unique, 6 digit number shown on the Security Token device or Smart Phone VIP Access App. The number is shown for a 30 second period before disappearing and a new number will need to be entered.

## 25. INTERPRETATION

For the purpose of these Terms and Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Daylight Time, as the case may be, in Sydney.

A reference to:

- one gender includes the other gender; and
- the singular includes the plural and the plural includes the singular.

## HOW TO CONTACT US

If you have any questions or need more information, please contact us by:

Branch	Visit our website for a listing of all our branches
Post	PO Box 679, Aitkenvale QLD 4814
Phone	1800 075 078
Website	<a href="http://www.qccu.com.au">www.qccu.com.au</a>
Email	<a href="mailto:info@qccu.com.au">info@qccu.com.au</a>
BSB	704 640



Queensland Country Credit Union

### Read with

This *Internet Banking, PhoneService or Mobile Banking* product information brochure should be read together with:

Personal Savings & Transaction Account Product Information Brochure

Business Banking Product Information Brochure

Fees and Charges Brochure

Home Loans and Lines of Credit Product Information Brochure

Students and Apprentices Product Information Brochure

Accounts For Young People Product Information Brochure