



## Internet Banking and BillPay Terms and Conditions

### ***Our obligation to you.***

It's our commitment to make all the details about your banking as clear as we possibly can. That's what this document is for. We encourage you to read this document before you decide to register for Internet Banking and Bill Pay. Once your registration has been accepted keep it handy so you can refer to it when you have questions. We also encourage you to talk to us any time about how you can pay as little for your banking as possible.

### **1.0 Definitions and Interpretation**

For the purpose of these terms and conditions:

**"Access Authority"** means a form in which Users may subscribe for Internet Banking and if required nominate Nominees to have prescribed levels of access to the subscribing User's accounts where the Nominees have their own Customer Number and Passwords. For Business Customers this may involve Dual Authorisation.

**"Access Codes"** means any one or more of your Customer Number, Password and any other code we provide to you from time to time, that enables you to gain access to or use Internet Banking.

**"Account Holder"** means the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.

**"Authoriser"** means the Nominee who you gave authority to approve an Internet Banking operation such as Payment after an Initiator initiated it.

**"Banking Business Day"** means any day on which banks in the place where you are registered for Internet Banking are open, –not including weekends, public holidays or bank holidays. Saturday and Sunday are not classified as banking business day's even though some branches may be open for business.

**"Biller"** means an organisation participating in Bill Pay and wishing to receive Payments via Bill Pay.

**"Bill Pay"** means an electronic payments scheme whereby you may be able to make Payments to Billers.

**"Business Customer"** means an Internet Banking customer who uses Internet Banking as a business and may require Initiator and Authoriser functions.

**"Customer Number"** means a ten digit number given to you by us which must be entered with your Password to identify you via Internet Banking.

**"Dual Authorisation"** means a process under which a Business Customer may appoint an Initiator and an Authoriser to perform certain operations under Internet Banking.

**"Help File or Help Text"** means the information contained under the Help icon found in the top right hand corner of our Internet Banking site.

**"Internet Banking"** means use of a computer to connect you to us via the Internet and carry out a range of transactions and obtain information about your accounts.

**"Initiator"** means the Nominee you authorise to initiate an operation under Internet Banking where the operation also requires authorisation by an Authoriser.

**"Nominee"** means,

1. You, if you are an individual operating Internet Banking for yourself
2. A person authorised by the account owner on an Access Authority to operate Internet Banking.

**"Overseas Payment"** means the transfer of value to a beneficiary outside of the country in which the account from which payment is made is held.

**"Password"** means a confidential alphanumeric containing a number of characters predetermined by us. When used with your Customer Number it gives access to our Internet Banking site.

**"Payment"** including "Pay Others" or Bill Pay means a transfer of value from your account held with us to:

1. An account of someone other than you where the other account is held with us
2. An account held at another domestic financial institution or an overseas financial institution that accepts such payments (in foreign currency) and includes a transfer to an account held by you at such institution

**"Payment Cut-Off Time"** means with respect to a Banking Business Day, the time specified in our Help Files.

**“Periodic Payment”** means a Payment as defined above, but excludes transfer to an overseas financial institution, and is an instruction from you to debit your accounts(s) with a fixed amount on specified dates.

**“Services”** means the services provided to you whenever you use Internet Banking.

**“User”** means,

1. If you are the account owner, then you.
2. If you are not the account owner, but have been authorised to operate accounts under an Access Authority then you are also the User.

**“We, us or our”** means the BSP entity on whose website these terms and conditions appear.

**“You and your”** means the subscriber to Internet Banking and includes a Nominee or User where applicable.

**Important Note:** VALUE TRANSACTIONS such as bill payments and funds transfer may be able to be conducted from your accounts which are linked to the service by use of your Access Codes. Some options allow funds to be transferred to third parties. Over time new functionality may also be added. Please ensure that you are satisfied with value transactions being carried out using this service. If any new functionality involving value transactions causes you concern please advise us straight away so that we can discuss other alternatives that may suit your needs.

## **2.0 General**

### **2.1 Your Use to be in Accordance with these Terms and Conditions**

- a) Your use of Internet Banking is to be in accordance with these terms and conditions and use of Internet Banking signifies your acceptance of these terms and conditions.
- b) The terms and conditions applicable to each product or service accessed by Internet Banking remain in full force and effect.

### **2.2 Changes to Functionality**

- a) We may introduce, change or remove functions of Internet Banking from time to time. You agree that your use of a function will be subject to these terms and conditions, any further terms and conditions that may appear with the function being accessed and the Help Files, even if the function is introduced or changed after you have accepted these terms and conditions.
- b) You agree that a Nominee may access introduced or changed functions without us needing to obtain further consent from you.

### **2.3 Changes to Terms and Conditions**

We may from time to time change the terms that apply to Internet Banking. We will always let you know if, for any reason, the terms and conditions for Internet Banking change.

We will always let you know in writing if we intend to:

- Introduce any new fee that applies to you
- Increase fees relating solely to your use of Internet Banking and Bill Pay
- Increase the Accounts Holder’s liability for losses relating to transactions
- Impose, remove or adjust transaction limits which apply to the use of Internet Banking and Bill Pay.

We will notify you through Internet Banking at least 30 days before the change comes into effect. You agree that we may provide this information to you through Internet Banking. By accepting these terms and conditions you are instructing us that you accept to receive notices from us in this way. In this case we are not required to provide notice to you by other methods. You will need to ensure that you access Internet Banking regularly to receive notice of changes.

Other changes may also occur, such as:

- A new or varied government charge that directly or indirectly affects you
- A variation of an existing fee.

If this happens you agree to receive notice at your electronic address last notified to us, on Internet Banking or by placing a notice in a major newspaper or in writing, in advance of the day on which the change comes into effect.

However, advance notice may not be given when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts.

Provided that you have agreed to us doing so, we may notify you of any of the above types of changes either by:

- electronic communication to a device, electronic equipment or electronic addresses nominated by you; or
- making the particulars of such changes available at Internet Banking on our website

You may vary your electronic address or terminate your agreement to receive notification on Internet Banking at any time.

### **2.4 Acceptance of changes to terms and conditions.**

Use of our Internet Banking after notification by a method referred to above will constitute your acceptance of the variation.

## **2.5 Account Authority**

You operate Internet Banking alone or by Nominees you nominate on an Access Authority. This method of operation is independent of any other account authority relating to your accounts. We are not required to consider any other account authority or change thereto relating to your accounts including the number of signatories.

## **2.6 Transmission and Storage of Information**

By applying for our Internet Banking, you consent to the use by us for the purpose of providing those Internet Banking services, of all data (which may include personal information) held by us, and/or our related entities responsible for providing access to our Internet Banking, and you acknowledge that the data may be encrypted, transmitted and stored by, or at the request of us outside of the place where you are registered for Internet Banking, and that, except as otherwise provided by the law of the place where you are registered for Internet Banking, we shall have no liability in respect of such data.

## **2.7 Money Laundering Prevention**

In accepting these terms and conditions, you will also be taken to have accepted the release by us of any information we possess (or have access to) concerning an Internet Banking transaction where an enquiry has been made to us, or any of the related entities, into the legality or good faith of the transaction, by a Regulator or Government Agency in a jurisdiction other than where you are registered for Internet Banking. For the purposes of this clause, the terms 'Regulator' and 'Government Agency' mean a body in that other jurisdiction authorised by the law of the jurisdiction to make such an enquiry.

You acknowledge that we are subject to anti-money laundering laws in force in the jurisdiction in which you are registered for Internet Banking and certain other countries, which may prohibit us from entering or concluding transactions involving certain persons or entities or jurisdictions. You agree that we may (and will incur no liability to you if we do) delay or block any transaction, or refuse to pay any money in the reasonable belief that a transaction may contravene any such law or otherwise in compliance with any such law.

## **2.8 Products and Services Accessed Online**

Terms and conditions of the products and services you access online continue to apply.

## **2.9 Privacy**

BSP is committed to protecting the confidentiality of customer information. You can find out how BSP is committed to protecting the privacy and security of the personal information you provide to it at our website under the heading Privacy.

In addition to BSP's obligations under legislation, it has a general duty of confidentiality towards you, except in the following circumstances where:

- Disclosure is compelled by law
- There is a duty to the public to disclose
- The interests of BSP require disclosure
- Disclosure is made with your express or implied consent.

If you:

- i. Hold an account together with someone else (for example a joint account)
- ii. Have permitted someone else to view your accounts as a Nominee; you consent to your personal details being disclosed to that other person when that other person views a statement of the account. This may include your address details.

## **2.10 Your e-mail address**

We may use your e-mail address to advise you of any enhancement or changes to Internet Banking which may alter our delivery of, or your ability to use Internet Banking.

We may also use your e-mail address to send our regular communications to provide information on what's new and special offers on financial products and other products you may purchase on the Internet.

It is our policy to only e-mail customers who give us permission to do so. By agreeing to the Internet Banking terms and conditions you give us this permission. If we send you an e-mail for a commercial purpose, we will give you the option of not receiving further communications of this nature. This will allow you to opt-out at any time you wish.

You need to keep your e-mail address current. You may update your e-mail address using the facility within Internet Banking.

Your e-mail address will not be shared with any organisation external to the BSP Group (BSP and its subsidiaries). It is our policy not to sell, trade, or rent your personal information to any third Party.

## **3.0 Access**

We will provide you or your Nominee with:

- A Customer Number

- A Password.

### **3.1 Our Reliance and Authority**

We are authorised by you to allow operations on your account for which the correct Customer Number and Password have been provided.

### **3.2 Misuse of Internet Banking**

You acknowledge that, subject to the provisions herein excluding you from liability, you will be liable for any misuse of Internet Banking including transactions on your accounts or any failure by a Nominee to observe these terms and conditions.

### **3.3 Nominees may Incur Fees and Charges**

You acknowledge that in addition to your own use a Nominee may also incur fees and charges, which you will be required to pay to us.

### **3.4 Time**

Unless stated otherwise references to time means the time in the location you are registered for Internet Banking. This may include the time recorded on transaction records.

## **4.0 Security and Access Codes**

### **4.1 What You Need To Do**

- a) You acknowledge and accept that we cannot verify by way of signature comparison whether access quoting the correct Access Codes is a User or a Nominee.
- b) Your Access Codes allow anybody using them to conduct the type of operations on an account for which Access Codes provide access and we are authorised by you to permit such access. Because of this you must take special care to protect them.
- c) You must change the Password component of your Access Codes on initial access to Internet Banking and ensure any Nominee does the same.
- d) You should in addition-periodically change the Password and should require any User to periodically change their Password.
- e) You must ensure that the Access Codes are kept at all times secure and not disclosed to anyone except us in the course of using our Internet Banking. Where you have authorised a Nominee to use Internet Banking that Nominee will be advised of Access Codes separately. You must ensure that the Nominee does not disclose their Access Codes to anyone except us in the course of his/her use of Internet Banking.

### **4.2 Protecting your Access Codes.**

If you make a record of your Access Codes you must keep it separate and well away from your computer unless the Access Codes are reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on your account, it is best to keep your Access Codes, even if disguised, separate and well apart from your computer.

For example, you must not keep your computer and undisguised Access Codes together:

- In your office or at home in the same room
- In any other situation where your computer and Access Codes can be found and used.

To protect your Access Codes you must:

- Try to memorise them
- Destroy any documentation we issue to you containing AccessCodes
- Not write your Access Codes on your computer, even if disguised
- Not keep a record of your Access Codes with or near your computer
- Not tell anyone your Access Codes, including family members, friends and our staff
- If you select your own Access Codes, not select a number or word that can easily be associated with you, such as your date of birth, telephone number, driver's licence number and so forth
- Make sure that nobody watches you or hears you when you are entering or using your Access Codes at electronic equipment.

If you select your own Access Codes, for security reasons you should endeavour to change them at regular intervals (we suggest and recommend every 6 months).

If you make a record of your Access Codes you must either take reasonable steps to prevent unauthorised access to that record or ensure such record is reasonably disguised. We will not consider that you have made a reasonable attempt to disguise Access Codes if you only:

- Record it in reverse order
- Record it as a series of numbers with any of them marked to indicate the Access Codes
- Record the Access Codes as a telephone number with the Access Codes in its correct sequence within the telephone number
- Record the Access Codes as a telephone number where no other telephone numbers are recorded
- Disguise the Access Codes as a date or as an amount.

There may be other forms of disguise that may be similarly unsuitable because of the ease of another person identifying your Access Codes.

### 4.3 What you must do if you suspect a breach of security of your Access Codes

If you suspect that the security of your Access Codes has been breached you must ensure that:

- a) The Password is immediately changed
- b) We are immediately informed of the suspected breach.

### 5.0 Currency of and availability of Information

Information available through Internet Banking concerning transactions and balances may not always be completely up to date, although, in most cases should at least reflect the transactions and balances of an account up to the close of business on the previous day on which we were open for general banking business.

Not all services and functions offered through Internet Banking are available at all times.

### 6.0 Liability

#### 6.1 When you will be liable for operations conducted through Internet Banking:

Except as stated in clause 6.2 under the heading below "When you are not liable" you will be liable for any transaction or operation conducted through our Internet Banking:

- a) Whenever access to Internet Banking correctly quotes a User's Access Codes.
- b) If any User discloses an Access Code to another person, whether intentionally or otherwise.
- c) You will remain liable until such time as you or the Nominee, as the case may be, notifies us that the Access Codes may have become known to someone not entitled to know them. You will not be liable for unauthorised transactions or operations that take place after the time you notify us.

The Account Holder will be liable for actual losses resulting from unauthorised transactions caused by the User or a Nominee:

- o Engaging in fraud
- o Voluntarily disclosing any Access Codes to anyone, including a family member or friend
- o Keeping a record of an Access Code without making a reasonable attempt to disguise it or to prevent unauthorised access to it in accordance with clause 4.2
- o Writing their Access Codes or a disguised record of their
- o Access Codes on the electronic equipment
- o Selecting an Access Code which represents the User's or a Nominee's birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such an Access Code and told them of the consequences of doing so
- o Acting with extreme carelessness in failing to protect an Access Code.

The Account Holder will also be liable for losses resulting from the User or a Nominee accessing Internet Banking via a computer that the Account Holder knows contains software that has the ability to reveal to a third party, or to otherwise compromise, Access Codes and/or customer information, including, but not limited to, account information. The Account Holder will also be liable for actual losses resulting from unauthorised transactions caused by the User or Nominee unreasonably delaying notifying us of:

- The misuse of an Access Code
- Loss of an Access Code
- An Access Code becoming known to someone else.

In these three cases an Internet Banking Account Holder's liability will only extend to losses which occur between the time when the User or Nominee became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

#### 6.2 When you are not liable:

The Account Holder will not be liable for losses resulting from unauthorised transactions where it is clear that the User or Nominee has not contributed to the loss. You may have contributed to the loss if you do not follow our guidelines for Access Code security in clause 4.2.

- a) You will not be liable for unauthorised operations on an account for which the correct Access Codes are used if any User or Nominee were in no way responsible for the Access Codes becoming known to an unauthorised user provided:
  - i. The User or any Nominee, as the case may be, notify us immediately upon becoming aware of or suspecting that an unauthorised operation has taken place
  - ii. You check your account statements for unauthorised operation as soon as you receive them
  - iii. You provide all necessary assistance and co-operation with regard to any investigation of the circumstances giving rise to the unauthorised transaction
- b) You are not liable for loss of funds if:
  - i. Unauthorised use took place before the User or any Nominee, as the case may be, obtained the Access Codes from us; or
  - ii. Unauthorised use took place after we were informed that Access Codes have been lost, stolen, or used by someone without your authorisation and the User or any Nominee changed the Access Codes as soon as we advised the User or any

Nominee to change them

- c) In the situations described in paragraphs (a) and (b) of this sub- clause we will credit that amount to your account but will have no further or other liability to you.

The Account Holder will not be liable for losses resulting from unauthorised transactions that:

- o Are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements;
- o Happen before the User or Nominee receives or selects their Access Codes(s);
- o Happen after we have been notified that an Access Code has been misused, lost or stolen or that the security of any Access Codes has been breached;
- o Are the result of the same transaction being incorrectly debited more than once to the same account.

The Account Holder will not be liable to pay for:

- o That portion of the losses incurred which exceed the balance of their account(s), including any pre-arranged credit;
- o Incurred on any accounts which the Account Holder and BSP had not agreed could be accessed using Internet Banking.

For Internet Banking the Account Holder's liability is subject to BSP proving on the balance of probability that the User contributed to the losses in one or more of the ways listed above.

### **6.3 When we are not liable**

Subject to, (i) clause 6.4 headed Non-excludable Warranties and Conditions; and (ii) our liability to re-credit funds to your account where you are not liable as set out above, we will not be liable for:

- a) Any party's reliance on the information obtained through use of Internet Banking
- b) Any failure or delay of Internet Banking to provide information or perform operations requested including a failure to process a request received before a cut-off time on the same or next Banking Business Day or failure or delays caused by third parties
- c) In any event, other than for our proven negligence, fraud or willful misconduct, any amount in excess of 500 units of the currency in the country in which you are registered
- d) Indirect, consequential or special loss or damage (including but not limited to loss of or damage to your data, software, computer, telecommunications or other equipment caused by your use of Internet Banking unless such loss or damage is directly and solely caused by our negligence or deliberate default), howsoever caused, including negligence arising from using our Internet Banking
- e) Unavailability of Internet Banking (including if the use of Internet Banking is not permitted by local law for any reason), and events beyond our control such as but not limited to an Internet connection.

### **6.4 Non-excludable Warranties and Conditions**

Nothing in these terms and conditions shall operate so as to exclude, restrict or modify the application of any of the provisions of any legislation that BSP, any User or Nominee is subject to, the exercise of a right or duty conferred by such legislation, or our liability for a breach of a condition or warranty implied by such legislation where to do so would breach such legislation or is otherwise illegal.

### **7.0 Availability and variation to these conditions including fees and charges**

#### **7.1 Where You can see the Terms and Conditions**

These conditions of use will be available for viewing on the Internet Banking sign in page.

#### **7.2 How We Can Give Notices to you including Notice to Vary these Terms and Conditions**

We may vary these conditions generally by either providing written notice to you before a change becomes effective:

- a) By notice displayed on the screen
- b) Written notice to you addressed to the last address we have recorded for you
- c) Advertisement in a newspaper
- d) Notice displayed in our branches

We may adopt the above methods of giving notice anytime we are required to provide notice to you unless it is illegal to do so.

#### **7.3 Continued Use is Acceptance of Change**

Use of Internet Banking after notification by a method referred to above will constitute your acceptance of the variation.

#### **7.4 Help Files are Part of These Terms and Conditions**

Help Files and on screen notices form part of these terms and conditions. By using the function to which the Help File or on screen notice applies you accept the Help File and on screen notices are part of these terms and conditions.

### **8.0 Fees and Charges**

## **8.1 Normal Account and Transaction Fees**

Normal transaction fees apply to the accounts which you access using Internet Banking. These fees are stated in the terms and conditions of those accounts or are available from us.

## **8.2 Notice of Fees**

Fees and charges (if any) applicable to Internet Banking will be advised to you from time to time by one of the methods referred to herein.

## **8.3 Account for Payment of Fees and Charges**

You may be asked to nominate an account held by you with us to which fees, charges and any taxes and government charges applicable to Internet Banking may be debited. If you do not nominate an account we are authorised by you to debit any of your accounts held with us (whether alone or jointly with any other person).

## **9.0 Termination**

### **9.1 Termination by You**

You or your Nominee may terminate your Internet Banking access at any time by giving to us written notice or informing our Internet Help Desk. This notice shall not be effective until we have received it and may be given to a secure message function of BSP.

### **9.2 Termination by Us**

We may terminate your use of Internet Banking by giving written notice addressed to the last address notified by you to us or by one of the methods referred to in clause 7.2 dealing with variation of conditions.

### **9.3 Suspension or Termination by us without notice**

We may suspend or terminate your use of Internet Banking without giving you notice for any reason where we reasonably believe such access should be suspended or terminated, for example in order to protect the integrity or security of our website, for maintenance or reasons beyond our control such as internet outages, when lawfully directed to do so, or where an enquiry has been made to us of the type identified in clause 2.7, or you have not accessed Internet Banking for a lengthy period.

## **10.0 Value Limits and Cut Off Times**

### **10.1 Imposition and Variation**

We may at any time and from time to time without notice impose daily or other limits, and vary such limits, on the maximum amount you may transfer from your account using Internet Banking.

### **10.2 Impact of change to Value Limits**

This may also affect your ability to make a Payment using Internet Banking and may affect value limits you have authorised where your nominated value limit is higher than one we impose. Value limits applicable to specific functions appear in the Help Files.

### **10.3 Cut Off Times**

Instructions received after a cut off time may not be processed until the next Banking Business Day. This may be the case even if Internet Banking shows a change in account balances resulting from the operation. Different cut off times apply to different instructions. For details of current cut off times refer to our Help Files.

### **10.4 Variation of Cut Off Times**

We may vary cut-off times at any time. We will advise you of permanent or long term variations to cut off times however, we may need to make temporary changes without notice.

## **11.0 Payments**

### **11.1 General**

- a) You may nominate a function allowing for Payments to be made. If you select this option you need to be aware that any Nominee with value access (as nominated on the Access Authority) will also be able to make Payments from your account(s).
- b) You must ensure that Payment details are correct. The User or any Nominee is solely responsible for providing correct Payment details including amount and payee details. We have no liability to you or any Nominee for any Payment made in accordance with details provided by you or such Nominee.

### **11.2 Future Dated Payments**

You can ask us to make a Payment at some future time up to 90 days. Cleared funds must be available at least a day before the Payment is due. A Payment may not be able to be made due to insufficient funds or an invalid account.

### **11.3 Periodic Payments**

- a) You can create or delete a Periodic Payment between 7am and 3pm on a Banking Business Day and at anytime on the weekend or on a public holiday. Requests to create or delete a Periodic Payment received after the above cut off times or on a non-Banking Business Day will not be processed until the next Banking Business Day.
- b) A Periodic Payment cannot be created or deleted immediately if the next payment is due either the same day or on a weekend or public holiday. A minimum of one Banking Business Day's notice is required.
- c) If the due date for a payment falls on a day other than a Banking Business Day we may make the payment on the next Banking Business Day.
- d) If there are insufficient cleared funds in the account to be debited on either the day before the Periodic Payment is due or on the due date and no other arrangement exists at that time to allow the account to be overdrawn, the Bank:
  - i) Does not have to make the payment on that date
  - ii) May make the payment on the due date and charge an account overdrawn without arrangement fee
  - iii) May delay the payment to a later date when cleared funds are available (but will not be obliged so to do) and may charge a fee
  - iv) May charge a Periodic Payment not made fee.
- e) We may debit your account for any Bank fees or government taxes or charges that apply to Periodic Payments from time to time and will notify you of any such fee.
- f) We may discontinue making payments at any time, but will advise you in writing if we do so (unless we discontinue the payments because the payee, or the payee's bank refuses to accept them).
- g) Periodic Payments created via Internet Banking are subject to your daily payment limit. Creating a new Periodic Payment may impact on other Payments you intend to make because the Periodic Payment will take up some of your daily payment limit. You need to allow for this.
- h) You cannot modify, temporarily stop or make additional payments via the Periodic Payment function through Internet Banking. If you want to change a Periodic Payment by using Internet Banking you must delete the current instruction and create a new one.
- i) If you modify or stop a Periodic Payment other than through using Internet Banking it may be regulated by other terms and conditions. For example, if a change is made through a branch the daily payment limit will not apply. This change may be subject to alternative fees and charges.

#### **11.4 Overseas Payments**

- a) Unless you instruct us to the contrary, any Overseas Financial Institution handling charges will be borne by the beneficiary.
- b) In the event that an overseas payment is returned by an Overseas Financial Institution, we will credit your account with the local currency equivalent of the amount received, at our prevailing buying rate of exchange for that currency on the date of the transaction.
- c) If we are unable to send the Overseas Payment direct to the Beneficiary's Financial Institution nominated by you, then we may send the Payment through an Overseas Financial Institution of our choice.
- d) Any time we facilitate a Payment overseas that involves currency conversion, the exchange rate to be used is determined by us. Fees may be charged by the beneficiary's bank.
- e) The use of Internet Banking outside the country in which you have registered for Internet Banking ("your country") is subject to:
  - i. any exchange control regulations of the central bank of your country or any fiscal or exchange control regulations operating in the country where the transaction is effected or requested; and
  - ii. the laws and regulations of your country, and the country where the transaction is effected or requested.

#### **12.0 Unenforceable provisions**

If any provision in these Terms and Conditions is held to be unlawful or unenforceable by the applicable law of a jurisdiction, it shall not, to the extent permitted by that law, affect the validity and enforceability of the remaining provisions and shall be replaced by a provision that is enforceable that, to the extent possible, reflects the provision that is unlawful or unenforceable.

#### **13.0 Governing law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the country in which you registered for Internet Banking. You and we expressly agree to submit any dispute arising under these Terms and Conditions to the non-exclusive jurisdiction of the courts of that country.

### ***Bill Pay Terms and Conditions***

#### **1.0 Our Role in the Bill Pay Scheme**

We are a member of the Bill Pay electronic payments scheme. BillPay is:

- a) An electronic payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the Bill Pay Scheme.
- b) You may choose to pay them electronically using internet banking or telephone banking or any other payment method accepted by the Biller.

## **2.0 How to use the Bill Pay Scheme**

- Bill Pay Payments can be made from most accounts held with us.
- When you tell us to make a Bill Pay Payment, you will be required to provide the biller code and reference number (and other information) as appears on the bill or statement.
- You must comply with the terms and conditions applying to the account to which you request us to debit a Bill Pay Payment, to the extent that those account terms are not inconsistent with or expressly overridden by the Bill Pay terms and conditions. The Bill Pay Terms set out herein are in addition to those terms.
- If in relation to your use of Bill Pay there is any inconsistency between the terms and conditions applying to the account and the Bill Pay terms and conditions or an inconsistency between the other provisions relating to Internet Banking within these terms and conditions and the Bill Pay terms and conditions, the Bill Pay terms and conditions will apply to the extent of that inconsistency.
- In the event of insufficient funds BSP may, in accordance with the Terms and Conditions applicable to your account, a) Use its discretion to honour the payment; and b) Charge a fee to your account.
- You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that Biller.
- Details of Bill Pay Payments, including your receipt number, will appear on your account statement from which the payment was made.
- You can ask us to make a Bill Pay Payment at any time in the future up to 90 days. Cleared funds must be available the day before payment is due.
- If we are not able to make the Bill Pay Payment at that future payment date we will advise you by letter. A Payment may not be able to be made due to insufficient funds, an invalid account or because the Biller no longer participates in the Bill Pay Scheme. In the event of insufficient funds BSP may (a) use its discretion to honour the payment; and (b) charge a fee to your account for doing so.

## **3.0 Information you must give us**

You must be careful to ensure that you tell us the correct amount you wish to pay. We will then debit the account you specify with the amount of that Bill Pay Payment. If you instruct us to make a Bill Pay Payment and you later discover that:

- a) The amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess
- b) The amount you told us to pay was less than the amount you needed to pay, you can make another Bill Pay Payment for the difference
- c) You do require a complete Bill Pay payment refund, you must contact the biller to obtain a refund.

You acknowledge that we are not obliged to effect a Bill Pay Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## **4.0 Bill Pay Payments**

### **4.1 Stop Bill Pay Payment**

We will not accept an order to stop a Bill Pay Payment once you have instructed us to make that Bill Pay Payment.

### **4.2 Mistake**

You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a Bill Pay Payment, or if you did not authorise a Bill Pay Payment that has been made from your account.

## **5.0 Delay in Processing**

A delay may occur in processing a Bill Pay Payment where:

- a) There is a public or bank holiday on the day after you tell us to make a Bill Pay Payment
- b) You tell us to make a Bill Pay Payment either on a non Banking Business Day, or after the Payment Cut-off Time on a Banking Business Day

- c) Another financial institution participating in the Bill Pay Scheme does not comply with its obligations under the Bill Pay Scheme
- d) A Biller fails to comply with its obligations under the Bill Pay Scheme

While it is expected that any delay in processing under this agreement for any reason as set out in this clause will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

## **6.0 Correct Details**

You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a Bill Pay Payment and you later discover that:

- the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess
- the amount you told us to pay was less than the amount you needed to pay, you can make another Bill Pay Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay

You acknowledge that we are not obliged to effect a Bill Pay Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

## **7.0 Liability**

### **7.1 Mistaken payments, unauthorised transactions and fraud**

We will attempt to make sure that your Bill Pay Payments are processed promptly by the participants in the Bill Pay Scheme, including those Billers to whom your Bill Pay Payments are to be made. You must tell us promptly if:

- You become aware of any delays or mistakes in processing your Bill Pay Payments
- If you did not authorise a Bill Pay Payment that has been made from your account
- If you think that you have been fraudulently induced to make a Bill Pay Payment.

We will attempt to rectify any such matters in relation to your Bill Pay Payments in the way described in this clause. However, we will not be liable for any loss or damage you suffer as a result of using the Bill Pay Scheme.

### **7.2 Mistaken payments**

If a Bill Pay Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

### **7.3 Unauthorised payments**

If a Bill Pay Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- a) We can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it.
- b) The payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

### **7.4 Fraudulent payments**

If a Bill Pay Payment is induced by the fraud of a person involved in the Bill Pay Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the Bill Pay Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

### **7.5 Indemnity**

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- a) Did not observe any of your obligations under these terms and conditions
- b) Acted negligently or fraudulently in connection with this agreement.

### **7.6 Biller consent**

If you tell us that a Bill Pay Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that Bill Pay Payment, consenting to us obtaining from the Biller information about your account with that Biller or

the Bill Pay Payment, including your customer reference number and such information as we reasonably require to investigate the Bill Pay Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that Bill Pay Payment.

## **8.0 Suspension**

### **8.1 We may suspend**

We may suspend your right to participate in the Bill Pay Scheme at any time. The circumstances in which we may suspend your right to participate are:

- a) You are in breach of these terms and conditions or our Internet Banking terms and conditions, or we have the right under our Internet Banking terms and conditions to suspend or terminate Internet Banking
- b) You or someone acting on your behalf is suspected of engaging in fraudulent conduct
- c) You are engaging in conduct that is in our sole opinion disruptive to the operation of our Internet Banking service and or Bill Pay.

## **9.0 Cut-off times**

If you tell us to make a Bill Pay Payment after a cut off time it may not be processed until the next banking day. This may be the case even if Internet Banking shows a change in account balances resulting from the operation. Different cut off times apply to different instructions. For details of current cut off times refer to our Help Files.

### **9.1 Variation of Cut Off Times**

We may vary cut-off times at any time. We will advise you of permanent or long term variations to value limits and cut off times however, we may need to make temporary changes without notice.

## **10.0 When a Biller cannot process a payment**

If we are advised that a Biller cannot process your payment, we will:

- a) Advise you of this
- b) Credit your account with the amount of the Bill Pay Payment
- c) Take all reasonable steps to assist you in making the Bill Pay Payment as quickly as possible.

## **11.0 Payment records**

You should check your account records carefully and promptly report to us as soon as you become aware of any Bill Pay Payments that you think are errors or are Bill Pay Payments that you did not authorise or you think were made by someone else without your permission.

## **12.0 Consequential damage**

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the Bill Pay Scheme, unless you suffer direct loss or damage due to our negligence or we breach any condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## **13.0 Privacy**

### **13.1 Disclosure and Use of Information**

If you register to use the Bill Pay Scheme, you agree to our disclosing such personal and transactional information as is necessary to facilitate your registration and usage of the Bill Pay Scheme to Billers nominated by you and if necessary the entity operating the Bill Pay Scheme and any agent appointed by it from time to time, that provides the electronic systems needed to implement the Bill Pay Scheme.

### **13.2 Notify us if personal information changes**

You must notify us, if any of your personal information changes and you consent to us disclosing such updated personal information to all other participants in the Bill Pay Scheme.

### **13.3 Consequence if you do not disclose information**

If your personal information detailed above is not disclosed to us or the Bill Pay Schemes agent, it will not be possible to process your requested Bill Pay Payment.