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Website: [bankofchina.com/au](http://bankofchina.com/au)

### Great Wall International Debit Card Email and 24 Hour Customer Service Hotline:

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Australia: 1800095566

Overseas: +61 3 96706200

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Email : [ebanking.au@bankofchina.com](mailto:ebanking.au@bankofchina.com)

Australia: 1800095566

Overseas: +61 3 96706200

中国银行 全球服务

ALWAYS WITH YOU

# Account Access Methods

## Terms and Conditions

Effective as at 1 May 2020



Prepared by Bank of China (Australia) Limited ABN 28 110 077 622 AFS Licence No 287322

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## Conditions of Use

These Account Access Methods Conditions of Use contain information about the following methods for accessing your Accounts:

- Great Wall International Debit Card (“**GWI Debit Card**”)
- Cheques
- Internet Banking
- Mobile Banking
- Over the counter deposits and withdrawals
- Over the counter Remittance Services
- Passbook
- Direct Debit and Direct Credit

These Conditions of Use govern the use and operation of the above (“**Account Access Methods**”). You can obtain the current version of Our Conditions of Use on Our website at any time or from Our Retail Branches during normal business hours free of charge.

Bank of China (Australia) Limited

140 Sussex Street Sydney NSW 2000

Customer Service: 1800 095 566

Overseas: +61 2 8871 5888

Email: [personal.au@bankofchina.com](mailto:personal.au@bankofchina.com)

Website: [bankofchina.com/au](http://bankofchina.com/au)

Details for each of Retail Branches are available on our website at [bankofchina.com/au](http://bankofchina.com/au)

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Australia: 1800095566

Overseas: +61 3 96706200

Internet Banking Email and 24-Hour Customer Service Hotline:

Email : [ebanking.au@bankofchina.com](mailto:ebanking.au@bankofchina.com)

Australia: 1800095566

Overseas: +61 3 96706200

## **Section 1: GENERAL INFORMATION**

### **1 Conditions of Use effective date**

These Conditions of Use apply on the later of:

- the date on the front cover; or
- the date You first agree to the Conditions of Use.

These Conditions of Use must be read together with the:

- Transactional and At Call Deposit Accounts Terms and Conditions, for Transactional and At Call Account holders; and
- Term Deposit Terms and Conditions for Term Deposit Account Holders.

These Conditions of Use apply to the methods for accessing your Account maintained with Us. Where any condition in these Conditions of Use conflicts with any other term or condition applying to your Account(s) in respect of an Account Access Method or Transaction, these Conditions of Use prevail.

### **2 Agreeing to these conditions of use**

You agree to these Conditions of Use the first time You, or a person authorised by You:

- make a deposit to or withdrawal from your Account
- register for Internet Banking
- register for Mobile Banking
- use GWI Debit Card or other Account Access Method

By agreeing to these Conditions of Use You acknowledge that We have the right to monitor and, where required by law or at Our sole discretion, refuse to transmit or post any Transactions or instructions made using an Account. By accessing and/or transacting on your Account via the Internet Banking Services or the Mobile App You agree that:

- You are responsible for all internet access, data download and other network charges arising from the use of your Account (including any global roaming charges if You use your Account outside Australia) and You acknowledge and agree that We have no responsibility or liability for those charges;
- You need to access your Account through a compatible mobile device and operating system;
- if another person is liable to pay charges under the relevant mobile SIM data plan Account You acknowledge and agree that You have obtained that person's consent to your use of your Account on that Device;
- You are responsible for the operation and maintenance of your Device;
- You will not authorise or permit any other person to use your Account on your Device;
- except as otherwise provided for in these Conditions of Use and to the extent permitted by law, You are responsible and liable for the actions of, and any Transactions made by, any other person on your Account on your Device; and
- You will keep your Device safe.

### **3 What happens if You breach these Conditions of Use?**

If You breach any of these Conditions of Use, We may do any or all of the following:

- cancel, delay, block or refuse to make any payment or Transaction
- cancel any Account Access Method

- cancel your GWI Cards
- require the destruction and return of any GWI Card
- require the return of unused cheque forms
- place restrictions on your Account
- refuse to open another Account for You
- take legal action against You to recover any loss incurred by Us.

You may be liable for Our expenses in enforcing Our rights against You.

## **4 Dispute Resolution Process**

### **4.1 Do you have a complaint or query?**

The Bank prides itself on the standards of service and fairness with which we treat you, our valued customer. However, if you feel we have fallen short of these ideals, these guidelines have been prepared to assist you to have your complaint or query dealt with speedily and effectively.

When responding to complaints, we will endeavour to provide reasons for the decision taken and adequately address the issues that were raised in the initial complaint. This is part of our effort to provide you with a higher quality of service and to help ensure our performance always meets your expectations.

### **4.2 Who is eligible for this service?**

All of the Bank's customers have access to the Bank's dispute resolution process. The Dispute Resolution Process is the process referred to in this clause 4. Any reference of a complaint to the Australian Financial Complaints Authority (AFCA) is limited to individuals and small businesses as defined by AFCA. These definitions can be found on the AFCA website [afca.org.au](http://afca.org.au).

### **4.3 How to make a complaint?**

- In the first instance, you should contact the Bank on +61 2 8871 5888. To help us understand the issues provide us with any supporting documents and other evidence relating to your grievance and consider how you would like the Bank to resolve the matter;
- If your complaint has not been resolved to your satisfaction within 24 hours, please contact us and ask to speak to the Manager of the Bank's Personal Banking Department. We expect that the complaint should be dealt with within 5 Business Days of reference to the Manager, although best endeavours will be used to resolve the complaint within 24 hours. Allowance should be made for cases that require the Bank to contact overseas offices (e.g. international transactions) or other banks;
- If your complaint still has not been resolved to your satisfaction within 5 Business Days, you are invited to contact the Bank's Complaint Officer on (02) 8871 5888;
- A response should be received within 7 Business Days;
- If We are unable to resolve Your complaint within 21 days, We will tell You that we need more time to investigate the complaint;
- If We are unable to resolve Your complaint within 45 days, We will:
  - tell you the reasons for the delay;
  - tell you the date by which you can reasonably expect to hear the outcome of the investigation;
  - give you monthly updates on the progress.



However, We do not have to keep you informed in this way if You have not responded to requests for additional information from Us, and Your non-response is preventing Us from dealing with Your complaint.

- (g) If an issue has not been unresolved to your satisfaction, you can contact our Customer Advocate on (02) 8871 5888, who may assist you. You can also lodge a complaint with the Bank's external dispute resolution provider, the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

If your complaint is not resolved in this way, You can contact the Australian Financial Complaints Authority (AFCA) are as follows:

#### **Australian Financial Complaints Authority**

Website	afca.org.au
Email	info@afca.org.au
Telephone	1800 931 678 (free call) 9am to 5pm AEST/AEDT weekdays
Fax	(03) 9613 6399
In writing to	Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

## **5 Fees and charges for Account access**

Fees and charges may apply for Transactions on your Account. Full details of the fees and charges (including any government charges) that apply to Accounts are disclosed in the Schedule of Fees and Charges available at Our Website or from Our Retail Branches.

You agree to pay all fees and charges applicable and in relation to your Account and Transactions from and to your Account, including those incurred by another Account Holder or Authorised Signatory. When You or an Authorised Signatory or an authorised third party operate your Account You authorise Us to debit any applicable fees to your Account.

A fee may apply to replace a lost or stolen passbook, cheque book, E-token. Please refer to the Schedule of Fees and Charges for details.

## **6 Our right to freeze Accounts or refuse Transactions**

We may delay, block, freeze or refuse a Transaction without prior notice to you, where We have reasonable grounds to believe:

- that the Transaction may breach Australian law or sanctions (or the law or sanctions of any another country);
- that the Transaction involves fraudulent or illegal activity;
- that doing so will protect You or Bank of China from incurring a loss; or
- that the funds involved in the Transaction may directly or indirectly be applied for the purposes of criminal or unlawful conduct.

If a Transaction is delayed, blocked or refused for any of the above reasons, We are not liable to You for, and You indemnify Us against, any and all loss incurred by You or any other person arising from such delay, block or refusal of a Transaction or application.

We may freeze or block any or all of your Accounts.

We will not be liable for any loss or damage caused (including consequential loss) as a result of Our delaying, blocking, freezing or refusing to process a Transaction in these circumstances.

From time to time, We are required under Australian law to obtain additional information from You. If You refuse to or are unable to provide the information required within a reasonable timeframe, your Account may be blocked or frozen. We

will not be liable for any loss or damage caused (including consequential loss) as a result of blocking or freezing your Account in these circumstances.

You provide Us with the following undertakings:

- neither You nor any Additional Card Holder will initiate, engage in or effect a Transaction with a card that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the activities for which the card, and any additional card, will be used to make any payment will not, on any occasion, breach any Australian law or sanctions (or the law or sanctions of any other country).

You will indemnify Us against any losses and potential losses arising from any breach by You of these undertakings.

## **7 Notification of changes**

We may, where We reasonably consider it appropriate in the circumstance to do so, change the terms of these Conditions of Use at any time by giving You notice of the change. For example, We may:

- change or introduce or remove any fee or charge;
- change or introduce or remove any concessions or benefits; or
- adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator.

Where We change the terms of these Conditions of Use We will provide 30 days' prior notice if We introduce any fee or charge, or increase the amount of any fee or charge (other than a government charge), or increase your liability. For other changes to these Conditions of Use We will give You notice of the change no later than the day on which the change takes effect.

We may give You notice of any change to these Conditions of Use by displaying a notice on Our Website, or by advertisement published in any national or local newspaper or other media or by giving written notice to You (for example, by post or email). We may give You a notice by any of these means, subject to applicable legislation.

Subject to this clause 7, We will not give You advance notice of any changes to these Conditions of Use if We consider an immediate change is necessary for the security of Our systems or your card.

## **8 Notification**

By applying for or continuing to use this product, You consent to receive notices from Us, including a notice of changes to these Conditions of Use for this product, such as a notice of any relevant service is temporarily not available to You, and an introduction of new features of this product, via Our Website, written notice (including email) or in an advertisement in a prominent newspaper circulating nationally.

## **9 Assignment**

We may assign any of Our rights under these Conditions of Use to any other person or business, by law or where We reasonably determine that the assignment will not cause any detriment to You.

## **10 Set-off arrangements**

If any of your Linked Account/s does not have sufficient funds to discharge your liabilities towards Us, in relation to the use of your Account Access Methods (including GWI Debit Card and any additional Card/s), We may set off, apply or transfer your funds available in any of your other Accounts with Us to discharge your liabilities toward Us. If the available funds are in a currency other than that the liability owing by You to Us is payable, We may, in accordance with Our normal practice, convert the available funds into the currency in which your liability is payable. We will inform You if this set-off right is exercised.

## 11 Severance

If any part of the terms of these Conditions of Use is found to be void or unenforceable for unfairness or any other reason (for example, if a court or authority declares to be so), the remaining parts of these Conditions of Use will continue to apply.

## 12 Rights

Our rights under these Conditions of Use are cumulative with and do not exclude any other right. We may, acting reasonably, exercise or not exercise a right (including making or not making of any determination) at its discretion.

## 13 Governing Law and jurisdiction

These Conditions of Use are governed by and will be construed in accordance with the laws of the State of New South Wales.

## 14 Customer Personal Information and Privacy

We collect and use personal information in compliance with Our Privacy Policy, available at [bankofchina.com/au](http://bankofchina.com/au) or from Us on request. By applying for and using Our products and services You agree that your personal information collected by Us in the course of the management and operation of your Account, will be treated in accordance with Our Privacy Policy, as amended from time to time.

If You are under 16 or have special needs, We may share your information with your parent or legal guardian or any person appointed to manage your affairs.

Our Privacy Policy also contains information about how You may access and correct the personal information that We hold about You and how to lodge a complaint relating to Our treatment of your personal information, and how We will deal with the complaint.

You may contact Us by writing to: Compliance Officer, Legal and Compliance, Bank of China Limited, 140 Sussex Street, SYDNEY, NSW 2000. Or by telephone on: 1-800-092-009 (toll-free) or 61 2 8299 8931 between 9:00am and 5:00pm Business Days AEDT.

## Section 2: GWI DEBIT CARD CONDITIONS

### 1 Introduction

The GWI Debit Card is a co-branded (EFTPOS & UnionPay) debit card which can be linked to one or more of your Accounts with Us. It allows You to access your Account to withdraw money from ATMs, and to pay for goods and services directly from your Account at most retail and service outlets in Australia. Use of your GWI Debit Card is subject to the daily Transactions limits set out in Table 1.

A GWI Debit Card also provides You with a convenient way to spend overseas where China UnionPay sponsored cards are accepted, using money in your Linked Account/s (including the money You already hold in a Linked CNY Account).

### 2 Eligibility for GWI Debit Card

A GWI Debit Card is available to all individual Transactional and At Call Account Holders and to Joint Transactional and At Call Account Holders where the Account Authority to Operate is 'Any to Sign'.

A GWI Debit Card is not available for Joint Account Holders where the Account Authority to Operate is 'All to sign' or any other combination of signatories signing together.

**Table 1: GWI Debit Card Transaction Limits**

Description	Eligible GWI Debit Card Type		
	Gold Card	Classic Card	Student Card

Daily ATM Withdrawal Limit	AUD 2,000.00 per Card CNY 10,000.00 per Card	AUD 1,000.00 per Card CNY 5,000.00 per Card	AUD 1,000.00 per Card CNY 5,000.00 per Card
Daily POS Transaction Limit	AUD 10,000.00 per Card CNY 60,000.00 per Card	AUD 5,000.00 per Card CNY 30,000.00 per Card	AUD 1,000.00 per Card CNY 5,000.00 per Card
Daily ATM Cash Deposit Limit	AUD 1000.00 per Card	AUD 1000.00 per Card	AUD 1000.00 per Card

Any Account that is linked to your card can be used to make payments to your Bank of China (Australia) Limited credit card Account (if You have one) via Internet Banking (including Mobile Banking), subject to the daily Transaction limits set out below:

**Table 2: Card Limits through Internet Banking Transactions**

Description	Eligible GWI Debit Card Type		
	Gold Card	Classic Card	Student Card
Daily Transaction Limit	AUD 10,000.00 per Card	AUD 10,000.00 per Card	AUD 10,000.00 per Card

Note: The Transaction limits in AUD and CNY are separate and apply separately and individually. For example, using an ATM, a Gold Card holder can potentially withdraw up to AUD 2000 per day and can also potentially withdraw up to CNY 10,000 per day. Note, however, that most ATM operators limit the minimum and maximum amounts that can be obtained in a single Transaction. These amounts may also be limited in some countries by regulatory controls. That limit may be less than the daily limit imposed by Us on your card, as set out in Table 3.

You may arrange for Us to reduce the Transaction limits applicable to your GWI Debit Card by making an application to Us to do so. Where We do agree to set a customised limit, they will not exceed the limits set out above. For instance, if You are a Gold Card holder, You may ask Us to set up your daily Transaction limits at AUD 1,000.00 per day and CNY 5,000.00.

### 3 How to manage your GWI Debit Card

You may come to Our branches in person or call Our 24 Hours Customer Service Hotline to manage your GWI Debit Card. The following table indicates how You can manage your GWI Debit Card. (Fees and charges may apply, refer to the Schedule of Fees and Charges available on Our Website.)

**Table 3: GWI Debit Card Management**

Description	Branch (in person)	Bank of China Website	Bank of China Branded ATM	24 Hours Customer Service Hotline	Internet Banking	Mobile Banking
Application for the issue of a new Card and/or application for the issue of a Card to Additional Card Holders	✓					
Balance enquiry	✓		✓	✓	✓	✓
Transaction enquiry	✓			✓	✓	✓
Obtain a copy of these Conditions of Use	✓	✓				
Report GWI Debit Card as lost or stolen or forgotten or compromised PIN	✓			✓	✓	✓

Description	Branch (in person)	Bank of China Website	Bank of China Branded ATM	24 Hours Customer Service Hotline	Internet Banking	Mobile Banking
Cancel an Additional Cardholder's access to a Card (call your Retail Branch for urgent advice).	✓					
Activation	✓				✓	
Change password (your PIN)	✓		✓			
Request replacement GWI Debit Card(s)	✓					
Report a Disputed Transaction	✓			✓		
Make a complaint	✓			✓		
Cancel your GWI Debit Card	✓					
Other enquiries	✓					

#### 4 Using your GWI Debit Card

These Conditions govern the use and operation of your GWI Debit Card and they will apply to all Transactions conducted by You (including by any additional cardholder), using your GWI Debit Card. If You do not understand something in this section, please visit any of Our branches or call Us on Our 24 Hours Service Hotline for further enquiries. If You have applied for a GWI Debit Card from Us then You have agreed to be bound by these Conditions of Use, and your first use of the GWI Debit Card (including by activating and/or using a GWI Debit Card that is sent to You as a replacement or substitute card) will be taken as your agreement to comply with these Conditions of Use.

It is important that You read and understand these Conditions of Use.

For the separate terms and conditions applicable to your Linked Accounts (or to Accounts that can be linked) to the GWI Debit Card, please refer to the Transactional and At Call Account Terms and Conditions available on Our Website or at any of Our Retail Branches.

#### 5 The Cards are Our property

The GWI Debit Card is Our property. We may suspend the GWI Debit Card and /or ask You to return the card if We believe there is any reasonable reason to do so. You must ensure that the GWI Debit Card is promptly returned to Us if We so request.

If We believe that the GWI Debit Card or its Code is being used in a way that may cause loss to You or to Us, We may cancel or suspend it at any time without notice. We may cancel your GWI Debit Card when it expires.

The GWI Debit Card is not a credit card. Any use is limited to the funds available within the Linked Account/s. There is no agreement to let You overdraw a Linked Account by the use of the card.

#### 6 Card Activation

##### 6.1 Premade GWI Debit Card

You may choose a premade GWI Debit Card without your name printed on it. A card in this form can be issued and activated immediately, at the counter in any of Our Retail Branches in Australia. Otherwise, You can activate your premade GWI Debit Card via Internet Banking (not available via Mobile Banking) at [bankofchina.com/au](http://bankofchina.com/au).

## 6.2 Personalised GWI Debit Card

You can otherwise choose a personalised GWI Debit Card embossed with your name. You can either choose to collect your personalised GWI Debit Card from a Bank of China Retail Branch in Australia or to receive the card by mail to your correspondence address. Collection or delivery will be within approximately three weeks of Our receipt of your request.

Your personalised card can be activated via Our Internet Banking facility (but not through the mobile banking facility) at Our Website.

Please note that You must activate your personalised card within 6 Months of the time that We mailed the card to You. After 6 Months the card will expire.

## 7 Accessing your Account/s

### 7.1 Linking your Account/s to the Card

A maximum of 3 of your Bank of China Transaction and At Call Accounts can be linked to your GWI Debit Card.

You must have one Linked Account from the list of Primary Accounts below.

You can link any of the Secondary Accounts as a second Linked Account, provided it is not the same type as your Primary Account.

You can link a Tertiary Account as a third Linked Account, provided it is not the same type as your Primary or Secondary Account.

**Table 2: Available Linked Account types**

<b>Primary Linked Accounts</b> All \$AUD	<b>Additional Linked Accounts</b> (Not available if selected as Primary Account) Choose up 1 or both Account types \$AUD unless otherwise stated
Demand Deposit Account	Demand Deposit Account (CNY)
Online Saver Account	Cheque Account
Overseas Student Account	
Basic Transaction Account	
Cheque Account	

A Demand Deposit Account (CNY) can only be an Additional Linked Account. There must be an AUD Primary Linked Account.

An Additional Linked Account cannot be the same Account type as the Primary Linked Account.

You can add 1 or 2 Additional Linked Accounts. If you add 2 Additional Linked Accounts, these must be different Account types and they must not be the same as the Primary Linked Account type.

## 8 Transactions using your GWI Debit Card

### 8.1 In Australia

A GWI Debit Card will normally be honoured by financial institutions and Merchants in Australia.

In Australia, when using your GWI Debit Card to withdraw money from ATMs, or to pay for goods and services, your card will first seek access to the funds You hold in the linked AUD Account You select, namely your linked AUD Savings Account (that is not a cheque Account) where You select a "Savings" Account, or from your linked AUD cheque Account (if any) where You select a "Cheque" Account. If the funds in your selected linked AUD Account are not sufficient for the whole of the Transaction, one of the following will occur:

- If You have not arranged an Auto-link from your Primary Linked AUD Account to a Linked CNY Account, the Transaction will be declined.

- If, however, You have arranged an Auto-link from your Primary Linked AUD Account to your Linked CNY Account (if any), the card can then automatically access funds held in your Linked CNY Account for the whole of the amount the Transaction (and any associated fees). Then, if there are not sufficient funds in your Linked CNY Account, the Transaction will be declined. Further access will not be sought to another linked AUD Account before denying the Transaction. Where a CNY Account is used to access funds to allow for the withdrawal of money in AUD, or to allow a payment for goods and services in AUD, the CNY withdrawn from your CNY Account will be converted directly to AUD.

If your selected AUD Account is not a Linked Account, your card will automatically access the funds held in your Primary Linked AUD Account instead. If there are insufficient funds in your Primary Linked AUD Account for the whole of the Transaction, the Transaction will be declined.

You can also use your card to transfer funds between linked AUD Accounts at any of Our Retail Branches or “Bank of China” branded ATMs in Australia.

All the Transactions conducted in Australia using the GWI Debit Card at “Bank of China” branded ATMs, including withdrawals and balance enquiries, are charge free. For further information about fees and charges, please refer to the Schedule of Fees and Charges.

## **8.2 In Mainland China**

We are an associate member of China UnionPay, which is the biggest domestic bank card organisation and interbank network in China. China UnionPay also operates a payment system network. When You are in Mainland China, You can access available funds in a Linked Account by using your GWI Debit Card through the China UnionPay and Bank of China networks.

In Mainland China, when using your GWI Debit Card to withdraw money from ATMs, or to pay for goods and services, your card will first seek access to the funds You hold in a Linked CNY Account (if any). Where You hold a Linked CNY Account and where the funds in your Linked CNY Account are not sufficient for the whole of the Transaction, one of the following will occur:

- If You have not arranged an Auto-link from your Linked CNY Account to your Primary Linked Account in AUD, the Transaction will be declined.
- If, however, You have arranged an Auto-link from your Linked CNY Account to your Primary Linked Account in AUD, the card can then automatically access funds held in your Primary Linked AUD Account for the whole of the amount the Transaction (and any associated fees). Then, if there are not sufficient funds in your Primary Linked AUD Account, the Transaction will be declined. Further access will not be sought to another linked AUD Account before denying the Transaction.

Where You do not hold a Linked CNY Account, and where You use the card in Mainland China to withdraw money from ATMs, or to pay for goods and service, your card will seek access to the funds You hold in your Primary Linked AUD Account. If there are not sufficient funds in that Primary Linked AUD Account, the Transaction will be declined. Further access will not be sought to another linked AUD Account before denying the Transaction. Where an AUD Account is used to access funds to allow for the withdrawal of money in CNY, or to allow a payment for goods and services in CNY, the AUD withdrawn from your AUD Account will be converted directly to CNY.

In Mainland China, You cannot use your GWI Debit Card to make deposits or transfer funds between Linked Accounts either at ATMs or at any Bank of China branch. When You make Transactions such as cash withdrawals and/or balance enquiries on ATMs, ATM operator fees (and other Transaction fees) may apply at the time of the Transaction. For further information about fees and charges, please refer to the Schedule of Fees and Charges.

## **8.3 Regions/Countries other than Australia and Mainland China**

By using the China UnionPay network, your GWI Debit Card can be used in at least 162 countries and regions around the world.

In regions/countries other than Mainland China and Australia, when using your GWI Debit Card to withdraw money from ATMs, or paying for goods and services, and where the ATM or POS terminal that You are using **allows You to select** the Account type from which your funds are to be drawn upon to finance the requested Transaction, your card will first seek access to the funds You hold in the linked AUD Account You select, namely your linked AUD Savings Account (that is not a cheque Account ) where You select a “Savings” Account, or from your linked AUD cheque Account (if any) where You select a “Cheque” Account. If the funds in your selected linked AUD Account are not sufficient for the whole of the Transaction, one of the following will occur:

- If You have not arranged an Auto-link from your Primary Linked AUD Account to a Linked CNY Account, the Transaction will be declined.
- If, however, You have arranged an Auto-link from your Primary Linked AUD Account to your Linked CNY Account (if any), the card can then automatically access funds held in your Linked CNY Account for the whole of the amount the Transaction (and any associated fees). Then, if there are not sufficient funds in your Linked CNY Account, the Transaction will be declined. Further access will not be sought to another linked AUD Account before denying the Transaction.

If your selected AUD Account is not a Linked Account, your card will automatically access the funds held in your Primary Linked AUD Account instead. If there are insufficient funds in your Primary Linked AUD Account for the whole of the Transaction, the Transaction will be declined.

In regions/countries other than Mainland China and Australia, when using your GWI Debit Card to withdraw money from ATMs or paying for goods and services, and where the ATM or POS terminal You are using **does not allow You to select** a particular savings Account (or cheque Account), your card will first seek access to the funds You hold in your Primary Linked AUD Account. If the funds in your Primary Linked AUD Account are not sufficient for the whole of the Transaction (and any associated fees), one of the following will occur:

- If You have not arranged an Auto-link to a Linked CNY Account, the Transaction will be declined.
- If, however, You have arranged an Auto-link to your Linked CNY Account, the card can then automatically access funds held in your Linked CNY Account (if any). If there are not sufficient funds in that Linked CNY Account, the Transaction will be declined.

In regions/countries other than Australia or Mainland China, when using your GWI Debit Card to withdraw money from ATMs, or to pay for goods and services, if Transactions are made in currencies other than AUD or CNY, the whole amount (and any associated fees) will be converted into AUD and the required funds will first be sought from your Primary Linked AUD Account. If there are not sufficient funds in your Primary Linked AUD Account for a requested Transaction and if You have arranged for an Auto-link to your Linked CNY Account, the whole Transaction amount (and any associated fees) will then be sought from your Linked CNY Account, if any. Then, where You hold such a Linked CNY Account and there are sufficient funds to conduct the requested Transaction held in that Linked CNY Account, the Transaction amount will be converted into CNY to allow it to be paid from your Linked CNY Account.

In regions/countries other than Australia or Mainland China, You cannot use your GWI Debit Card to make deposits or to transfer funds between Linked Accounts at ATMs or at local Bank of China Retail Branches. When You make Transactions such as cash withdrawals and/or balance enquiries on ATMs, ATM operator fees (and other Transaction fees) may apply at the time of the Transaction. For further information about fees and charges, please refer to the Schedule of Fees and Charges.

## **9 Pre-authorisations**

Some Merchants (excluding hotels or car rental agencies) may request a pre-authorization when a GWI Debit Card is to be used for making a payment to the Merchant at a later time at places other than in Australia. This pre-authorization is requested to ensure that there will be sufficient funds in your Linked Account/s for the estimated cost of goods and services that they will supply. We may choose not to pre-authorise a particular Transaction, for example, if We suspect a fraudulent Transaction or are experiencing networking problems. Once the pre-authorization request is accepted by Us,



the estimated cost of the goods or services to be supplied, plus a 15% mark-up will be held by Us for up to 45 days. Your available balance will be reduced by the value of the pre-authorisation amount. However, the pre-authorisation amount will not be visible in your Transaction history. Please take this into Account when You make a balance enquiry.

When the Merchant makes a claim in respect of the goods or services for which a pre-authorised amount has been held by Us, that Transaction will be processed in the ordinary course and any part of the pre-authorisation amount that exceeds the amount of the actual Transaction amount will be released by Us and become available to You. If the Merchant has not made any claim in respect of the goods or services for which a pre-authorised amount has been held, the pre-authorised amount will be released by Us and become available to You after 45 days of the pre-authorisation amount being set aside by Us.

You should note that, in Mainland China, if You do not have sufficient funds in your Linked CNY Account or You do not have a CNY Account linked to your card, the pre-authorisation Transactions cannot be processed. Also, in regions/countries other than Australia or Mainland China, if You do not have sufficient funds in your Primary Linked AUD Account, the pre-authorisation Transactions cannot be processed.

## 10 Foreign Exchange Rate

The exchange rate used for conversion of all overseas Transaction amounts is either selected by China UnionPay or Bank of China from a range of wholesale rates. Indicative exchange rates can be viewed on the Internet Banking home page.

Please note that, in most cases, the exchange rate applied at the time of a refund of a Transaction may be different from the exchange rate that applied to the original Transaction.

## 11 Balance Enquiries

Table 4 indicates the currency the balance will be displayed in when making an ATM enquiry.

When You make a balance enquiry from an ATM in Australia, the balance displayed will vary according to the Account selected.

When You are in Mainland China, the balance displayed on the ATM in response to a balance enquiry is the balance on your Linked CNY Account, in CNY. If You do not have a Linked CNY Account, the balance displayed is the balance of your selected linked AUD Account, in CNY.

When You are in countries and regions other than Australia or Mainland China and if the ATM does not allow you to select a Linked Account, the balance displaying on ATMs is the balance of your Primary Linked AUD Account in the local currency. If the ATM allows you to select your Linked Account the balance of your selected Linked Account in the currency of that Linked Account.

If You select balance enquiry for an Account not linked to your GWI Debit Card, the balance of your Primary Linked AUD Account will be displayed.

**Table 4: Balance Enquiries: Currency display**

Where you can select the Linked Account at an ATM for a Balance Enquiry			
Account/s Linked	Mainland China*	Australia	Other Countries and Regions*
AUD unless otherwise stated			
Demand Deposit Account	Balance of selected Linked Account in CNY	Balance of selected Linked Account	Balance of selected AUD Linked Account in local currency
Demand Deposit Account (CNY)			
Cheque Account			Balance of selected CNY Linked Account in CNY
Where you cannot select the Linked Account at an ATM for a Balance Enquiry			
Account/s Linked	Mainland China*	Australia	Other Countries and Regions*
AUD unless otherwise stated			

Where you can select the Linked Account at an ATM for a Balance Enquiry			
Account/s Linked AUD unless otherwise stated	Mainland China*	Australia	Other Countries and Regions*
Demand Deposit Account	Balance of Primary Linked Account in CNY	Balance of Primary Linked Account	Balance of Primary Linked Account in local currency
Demand Deposit Account (CNY)			
Cheque Account			

\* Note: You may not be able to check your balance from some ATMs. If You are outside Australia, the balance of your linked AUD Account will be displayed in the equivalent amount of the local currency (e.g. CNY or USD) depending on where You are. An exchange rate will be applied by the ATM at the time of your balance enquiry and the exchange rate is for reference only. Minor discrepancies can arise between different ATMs and the balance recorded by Us.

## 12 Statement

Statements for each Linked Account will be issued to the Account Holder, or to a nominated Account Holder (for linked joint Accounts where a nomination has been made), every Month. You should check every statement carefully when You receive it. If You believe there is any discrepancy in any statement, notify Us immediately. Details of Our dispute resolution procedure are set out in Section 8 "Unauthorised and Disputed Transactions and Mistaken Internet Payments".

Statements are not issued to additional cardholders. You are responsible for checking the statement details with the additional cardholders (if any).

## 13 Additional Cardholder

We may agree to issue additional GWI Debit Cards to individuals duly authorised by You (as the Account Holder) to transact on any Linked Accounts nominated by you for the to be accessed by the Additional Cardholder. Additional Cardholder access is subject to the Additional Cardholder being identified (and their identity verified) by Us in accordance with Our requirements. Every Additional Cardholder is required to make necessary arrangements with Us in order to take up the additional card. If We are not satisfied with any information provided by the Additional Card Holder/s, We may refuse such request.

If We agree to your request to issue an additional card to a person authorised by You, You acknowledge and agree that any and each such Additional Cardholder is authorised by You to:

- Transact on the nominated Linked Account/s as You are entitled to do;
- obtain account balances on the nominated Linked Accounts at ATMS or at a Retail Branch; and
- close a nominated Linked Account.

You further acknowledge and agree that We are authorised to deal with an Additional Card Holder as if We were dealing with You and You are responsible to Us for the operation by any Additional Cardholders of any Linked Accounts.

You can cancel any additional card We have issued by visiting any of a Retail Branch and completing cancellation requirements. We will also require You to return the additional card to Us and ensure that it is cut in half diagonally. Prior to cancelling an additional card, You may ask Us to stop access to that Card where there is an urgent need to cancel access.

Additional Cardholder(s) are authorised by You to change their personal information, their PINs, report a lost Card, and request a Card replacement or cancellation without your consent. Once the GWI Debit Card of an Additional Cardholder has been cancelled, your consent is required for any application for a new card.

## 14 Card validity and expiry

Once activated, your card can only be used before the "valid to" date shown on the Card and it cannot be used after that date. When a Card expires, You must destroy it.

## **15 Card re-issue**

We issue a new Card to You in various situations including:

- automatically before your Card is due to expire; or
- at your request if your Card is lost or stolen or misplaced or damaged.

### **15.1 Conditions applicable to re-issued Cards**

All re-issued GWI Debit Cards are subject to these Conditions of Use. We reserve the right not to re-issue a Card.

## **16 Cancellation and termination**

In addition to Our rights under these Conditions of Use, the cards are the property of Bank of China and We reserve the right to cancel, suspend, or refuse authorisation of, further Transactions on any Account at any time, without prior or subsequent notice, if:

- We reasonably consider that a card has been or is likely to be misused;
- You (or an Additional Card Holder) have breached any of these Conditions of Use or any terms and conditions of any Linked Account to the card;
- We suspect any illegal or unlawful use of a card;
- We suspect that the card has been or may be used for or in relation to illegal activities;
- We believe that use of a card may cause loss or unacceptable risk to You or to Us;
- any of your Accounts have been closed; or
- in Our reasonable opinion, We believe that You gave Us false or inaccurate information when You applied for the card.

You may cancel any card linked to your Account/s only when You return the card to Us (and cut it diagonally in half) or have taken all reasonable steps to return it to Us.

## **17 GWI Debit Card security**

### **17.1 PIN security**

When You apply for a GWI Debit Card at a Retail Branch, you will be required to select a PIN. . In some circumstances we may accept applications for GWI Debit Cards remotely. In that case we will send you the PIN by post and separately from the GWI Debit Card.

Once your GWI Debit Card is issued this PIN will operate the Card where required for ATM and POS transactions.

You can change your PIN to any six-digit numbers that You personally select by:

- using a 'Bank of China' branded ATM in Australia; or
- visiting any of Our Retail Branches; or
- using any China UnionPay accepted, or "Bank of China" branded, ATMs in Mainland China.

If we have sent you a PIN by post, You should change the PIN as soon as You receive it. You must not voluntarily disclose your PIN to anyone, including a family member or a friend. You must not record your PIN on the card or on any article carried with the card and You must not act with extreme carelessness or otherwise fail to protect the security of your PIN. You must take all precaution to ensure your PIN is not obvious or easily guessed, for example, in consequence of using your date of birth as your PIN.

## **17.2 Card security**

You must sign your GWI Debit Card upon receipt. You agree to always keep your card in a safe place and ensure the card is reasonably protected from theft or misuse. You must only use the GWI Debit Card in accordance with these Conditions of Use.

## **18 Card lost or stolen**

You must immediately report to Us as soon as You have become aware, or as soon as You have any reason to suspect, that:

- your card or your PIN record has been lost or stolen;
- your card has or may have been used by someone else without your authority;
- your PIN is compromised, or its security is breached in any way; or
- your card is damaged or not working properly.

We will then suspend the card (including additional cards) to prevent or minimise losses from unauthorised Transactions using your card and your liability for such losses. Contact Us by calling Our 24 Hours Customer Service Hotline:

Australia: 1800095566 Overseas: +61 3 96706200

We may require You to confirm details of your report at one of Our Retail Branches and to complete documentation or administrative requirements. You must assist Us and the police in any reasonable enquiries and attempts to recover a lost or stolen card and any losses incurred. If You request a replacement card to be issued to an address outside Australia, You agree to pay Us the cost of any courier We use to send the replacement card.

## **19 Disputed Transactions and Card Scheme rights**

Refer to Section 7: for information about reporting and claiming for unauthorised and disputed transactions on the Card or Card Account.

If You or a Cardholder report a disputed Transaction on a card Account and We did not exercise Our rights to recover from other parties under the rules of the Card Scheme, We will not hold You liable for losses for an amount greater than your liability would have been if We had exercised any rights We had under the rules of the Card Scheme at the time the report was made.

We do not have to exercise any rights We may have under the rules of the Card Scheme. However, We cannot hold You liable for a greater amount than would apply if We had exercised those rights.

Claims under the rules of the Card Scheme include ATM Claims and Point of Sale (POS) claims as set out below. To make a claim you must notify us within 180 days of the disputed Transaction.

If you make a claim under the Card Scheme rights and it is successful, we will credit your account with the refund. If the claim is not successful you bear the loss unless you recover those funds from us in accordance with the ePayments Code, as set out in Section 7:

### **19.1 ATM Claims**

You may notify us of a dispute in relation to an ATM withdrawal with your Debit Card. A dispute in relation to an ATM withdrawal may relate to a claim that:

- the wrong amount was dispensed by the ATM; or
- no money was dispensed by the ATM

### **19.2 Point of Sale (POS) Claims**

You may notify us of a dispute in relation to a POS transaction made using your Debit Card. A dispute in relation to a POS Transaction may be a claim that a POS transaction:

- was debited to the Account for the incorrect amount;

- was duplicated to the Account;
- was otherwise incorrectly debited to the Account; or
- for a refund Transaction was not credited to the Account;

### **19.3 Other Corrections under the Card Scheme**

If We receive a report from any merchant or relevant intermediary financial institution, that a Transaction has been debited or credited incorrectly to your Account, We will investigate the report and may make a correction to your Account as required by any relevant law, Card Scheme rules or other payment system rules or regulations, the ePayments Code or otherwise as We consider appropriate. If We do so, We will:

- notify You as soon as practicable, where We have your identity and contact details,
- include any correction in the next statement under your normal statement cycle, and
- on request, give You any further information You request about the correction.

### **19.4 Complaints handling process**

We will inform You of the outcome of the reported mistaken payment in writing within 21 days of the day on which the report is made, or advise You in writing of the need for more time to complete Our investigation. Unless there are exceptional circumstances, We will complete our investigation within 45 days of receipt of the complaint. You can make a complaint to Us about how the report is dealt with.

## **Section 3: Internet Banking**

You may access Internet Banking after registering at a Retail Branch. Restrictions apply as set out in these Conditions of Use.

If You are an individual customer of Bank of China, access Internet Banking through the Personal Internet Banking Services via Our Website or Our Mobile App

If You are a business customer of Bank of China, access Internet Banking through the Business Internet Banking Services via Our Website.

If you are a Joint Account Holder you can only access Internet Banking if the Authority to Operate on the Joint Account is set to Any to Sign. If the Authority to Operate is set to any other option, you will have “view only access” to Internet Banking.

### **1 Establishing Internet Banking Services**

- By signing an Application Form and each time You use the Internet Banking Services, You:
  - agree to these Conditions of Use; and
  - acknowledge that authorisation of any signatories to operate your Accounts through Internet Banking does not provide or amend authorisation to access your Account by any other Account Access Method in these Conditions of Use.
- Before You can use the Internet Banking Services You must:
  - hold or open at least one Transactional or At Call Account, Term Deposit, loan Account or Credit Card Account with us;
  - complete and submit an Internet Banking Application Form;
  - be identified by Us, as required by law; and
  - personally, collect your username, secure Password and E-token from a Retail Branch.

- (c) If You acquire Internet Banking Services, these services will apply to the Linked Accounts You hold with Us.
- (d) To access Personal Internet Banking Services via the Mobile App You must download the Bank of China International's mobile banking App from your mobile app store and then register for Mobile App access, either within the Personal Internet Banking Service's section of Our Website or at any Retail Branch. The Mobile App is not available for Business Internet Banking.
- (e) Some features or functions of the Internet Banking Services described in these Conditions of Use may not be available when You register to use the Internet Banking Services. We may introduce those features or functions at a later date and may change the Internet Banking Services (including the features, functions, appearance or availability of the Personal Internet Banking Services and Business Internet Banking Services) from time to time in accordance with Section 1: 7 of these Conditions of Use.

## **2 Security Codes**

- (a) To access the Internet Banking Services via Our Website, You must successfully:
  - (i) enter your username;
  - (ii) enter your Password;
  - (iii) navigate the Captcha security system; and
  - (iv) enter your E-token Code.
- (b) To access the Personal Internet Banking Services via Our Mobile App, You must successfully:
  - (i) enter your username;
  - (ii) enter your Password; and
  - (iii) navigate the Captcha security system.

At your option, the username and Password that You use for the Mobile App for Personal Internet Banking may be different from the username and Password that You use for Website access. Your E-token is not required to access the Personal Internet Banking Services via the Mobile App, but You will need to use the E-token and enter your E-token Code in order to complete some Transactions using the Mobile App.

- (c) Your username:
  - (i) is an alpha-numeric Code of no less than 6 and no more than 20 characters;
  - (ii) identifies You as the holder of an Account; and
  - (iii) is initially issued by Us, but must be changed by You as soon as possible following collection.
- (d) Your Password:
  - (i) is an alpha-numeric Code of no less than 8 and no more than 20 characters;
  - (ii) verifies your identity to access the Internet Banking Services; and
  - (iii) is initially issued by Us, but must be changed by You as soon as possible following collection.
- (e) Your secure E-token Code is, at any time, the six-digit numeric Security Code displayed at that time on the E-token issued to You by Us. Should You misplace your E-token, You must apply to Us for a replacement.
- (f) On any day if the wrong password is entered 5 times after entering your username, your username will be blocked, and You will not be allowed to attempt a further login until the next day.
- (g) If at any time the wrong E-token Code is entered 5 successive times, your access to Internet Banking Services will be blocked until You personally attend a Retail Branch and apply to have y Our access unblocked.

- (h) The Captcha security system displays a series of distorted letters and symbols forming a Code that must be retyped into the required field before access to Internet Banking is allowed.

### 3 Funds Transfers

Funds Transfers are available through Personal Internet Banking and Business Internet Banking and Mobile Banking.

- (a) You may make a Funds Transfer through Internet Banking ONLY:
  - (i) from a Linked Account;
  - (ii) to a Permitted Destination Account;
  - (iii) during (and to take effect during) Operating Hours set out in Schedule 1Part A: for Personal Internet Banking and Schedule 2Part A: for Business Internet Banking;
  - (iv) subject to the maximum daily Transfer limits as listed in Schedule 1Part B: for Personal Internet Banking and Schedule 2Part B: for Business Internet Banking in these Conditions of Use;
  - (v) subject to any applicable minimum Transfer limits as set out in Schedule 1Part B: for Personal Internet Banking and Schedule 2Part B: for Business Internet Banking in these Conditions of Use; and
  - (vi) subject to any other maximum or minimum limits or other restrictions that We may publish from time to time on Our Website.
- (b) If the Destination Account is denominated in any currency other than the currency of the Linked Account, You agree that your instruction to transfer funds also includes an instruction for Us to exchange funds from the currency of the Linked Account to the currency of the Destination Account. Your selection of the required payment currency for the Destination Account will be treated as such an instruction.
- (c) Subject to clause (f), a Foreign Currency exchange that We make will be undertaken at the exchange rates applicable from time to time at Bank of China for such an exchange of currencies. Our indicative exchange rates are available by contacting staff at a Retail Branch. Indicative exchange rates can also be viewed at the Internet Banking Funds Transfer screens on the Website (except for foreign exchange Funds Transfers to third parties that hold accounts with Us).
- (d) For international Funds Transfers, if the name of the Destination Account is in English or Chinese Pinyin: your instruction to transfer funds **must only** specify the Destination Account name in English or Chinese Pinyin. If your instruction specifies the Destination Account name in Chinese characters or in both English and Chinese Pinyin or Chinese characters, your Funds Transfer **may not** be processed.
- (e) If You do not comply with clause (b) or there is an error in your Funds Transfer instruction, the Funds Transfer will not be processed to your requested Destination Account and your funds will be held by the financial institution that maintains the Destination Account (Payee Bank) until further instructions are provided by You to the Payee Bank. You may then either instruct the Payee Bank:
  - (i) to not proceed with the Funds Transfer and to return your funds to the Linked Account from which they were initially drawn; or
  - (ii) to proceed with the Funds Transfer, in which case You must personally attend a Retail Branch, to provide authorisation for the Payee Bank to take such corrective action as required, including exchanging the transferred funds into the currency of the Destination Account.

It will be entirely at the discretion of the Payee Bank as to whether or not it will agree to proceed with the requested Funds Transfer.

- (f) Any Foreign Currency exchange undertaken after the funds leave Bank of China in the circumstances outlined in clause (e) will be undertaken by and at the exchange rate specified by the Payee Bank.

- (g) You cannot cancel or amend a Funds Transfer instruction once it has been issued, whether or not it has been received into the Destination Account. As set out in clause (j), You should check the status of each Funds Transfer in order to confirm whether it has been accepted or rejected. If you realise you have made an error call us immediately on our Internet Banking 24 Hour Customer Service Hotline, which can be found at the front of these Conditions of Use.
- (h) We are not liable for any loss or damage arising from You not being aware that a Transaction is rejected.
- (i) During Operating Hours, You can give a Funds Transfer instruction to take effect:
- (i) as soon as possible following Our receipt; or
  - (ii) at a future time (i.e. a Scheduled Payment).

NOTE: If any Scheduled Payment is scheduled for a day that is not a Business Day, it will take effect on the next Business Day (except where the Funds Transfer involves a Foreign Currency conversion). Please see Schedule 1Part B: for Personal Internet Banking and Schedule 2Part B: for Business Internet Banking, in these Conditions of Use.

- (j) Following Our receipt of a Funds Transfer instruction, a message on the Internet Banking Funds Transfer screen of the Website will confirm that your instructions have been received. This does not mean that the transfer has been completed. In order to check that the transfer is completed you must select Internet Banking Transaction Inquiry to check the status of the transfer.
- (k) When your Funds Transfer is being processed or has been processed, you can check the status of the transfer through the "Internet Banking Transaction Inquiry" tab on the Internet Banking screen. Where applicable a status messages will display for the transfer, including a message that the transaction:
- was successful - if We have transferred the funds either:
    - to a Destination Account within Bank of China; or
    - to a Payee Bank for credit to the Destination Account (but see also clause (d)); or
  - failed - if the Funds Transfer has failed. The reasons for the failed Transaction will also be indicated: such as "insufficient balance" in your Account; or
  - is yet to be authorised or processed by the Bank - f your Funds Transfer instruction is pending authorisation by Us for any reason; or
  - status is unknown – if the system is unavailable at the time of inquiry or if the Funds Transfer instruction has failed – (where this message appears, please check your Account balance to see if it has changed as You may need to issue a new Funds Transfer instruction); or
  - status is such other as we may choose to display from time to time on the screen.

It is your responsibility to check the Transaction status of an outstanding Funds Transfer instruction to determine and be aware of its current or changing status or outcome.

Where a Transaction status message indicates "Transaction successful" your Linked Account will be debited when your instruction is first processed. However, the Destination Account will not receive funds until the required authorisations are received and finalised and then only after such further period as the Payee Bank requires to process the funds.

- (l) We are not obligated to (and We are not able to) verify account names against account numbers when transferring funds in accordance with your Funds Transfer instruction. Transfers are made solely on the BSB and account number You enter. Subject to the limitations of liability set out in Section 7: You are responsible for any errors or inaccuracies in Funds Transfer instructions. Where reasonably practicable, We will assist You to mitigate your loss.



- (m) If We make an error in a Funds Transfer, We will do everything reasonably practicable to rectify the error and will compensate You for any loss directly and solely resulting from the error, but We are not:
  - (i) otherwise liable to You; nor
  - (ii) liable to the extent that the loss is contributed to by your act or omission.
- (n) Subject to the limitations on your liability set out in Section 7: We are not responsible for failing to comply with any Funds Transfer instruction if:
  - (i) it is unclear or incomplete;
  - (ii) it does not conform to the directions on the Website (for example as to a permitted Payee Bank);
  - (iii) the amount required to be sent does not meet or exceeds any applicable Transaction limit imposed by Us;
  - (iv) the currency of the Linked Account is different from the currency of the Destination Account and You have not provided Us with a foreign exchange instruction: (see clause 4 (b) below);
  - (v) it is given to Us, or is to take effect, outside Operating Hours;
  - (vi) We are not satisfied that the instruction has been provided by You;
  - (vii) the Linked Account has insufficient funds or insufficient pre-agreed credit to carry out the Funds Transfer;
  - (viii) the Linked Account has been frozen for any reason or there is a legal impediment to processing the Funds Transfer;
  - (ix) the Destination Account cannot be identified;
  - (x) We believe the Transaction is, or could be, fraudulent or involves fraud; or
  - (xi) the Funds Transfer cannot be processed due to any other circumstances beyond Our reasonable control, including communications with or any action by any other financial institution.

#### **4 Transfers to Accounts held with other ADIs in Australia**

You can transfer funds from Australian dollar and other currency Linked Account to accounts held with other ADIs through Internet Banking via Personal Internet Banking and Business Internet Banking and Mobile Banking.

- (a) Funds can only be transferred to an Australian currency account with another ADI in Australia from your Australian currency Account with Us. Therefore, if You wish to transfer funds from an Account that is not in Australian currency, You must first transfer the funds to your Bank of China Australian currency Account and then from that Account to the external account.
- (b) Funds transferred from an Account, other than an Australian currency Account, can be transferred to an account held in the same currency with another ADI in Australia but such Transactions will be done as a Funds Transfer International and not as a Funds Transfer Domestic.

#### **5 BPAY® Payments through the BPAY® Scheme**

You can access BPAY Payments through Internet Banking via Personal Internet Banking and Business Internet Banking and Mobile Banking.

- (a) Bank of China is a member of the BPAY® Scheme and We will tell You if We cease to be a member of the BPAY® Scheme.
- (b) You may instruct Us to make a BPAY® Payment ONLY:
  - (i) while We remain a member of the BPAY® Scheme;
  - (ii) from a Linked Account;

- (iii) in AUD;
  - (iv) subject to the maximum daily Transaction limits as listed in Schedule 1Part B: for Personal Internet Banking and Schedule 2Part B:for Business Internet Banking in these Conditions of Use; and
  - (v) subject to any other maximum or minimum limits that We may set from time to time on the Website.
- (c) When You instruct Us to make a BPAY® Payment, You must provide the following information:
- (i) the Linked Account from which the payment is to be made;
  - (ii) the amount to be paid in AUD;
  - (iii) the Biller code;
  - (iv) the customer reference number with the Biller (usually your Account number with the Biller); and
  - (v) any other information that is required on the BPAY® page of the Website.
- (d) We will then debit the Linked Account nominated by You with the amount of that BPAY® Payment.
- (e) You acknowledge that We are not obliged to effect a BPAY® Payment if You do not give Us all of the above information or if any of the information You give Us is inaccurate or unclear.
- (f) We will treat your instruction to make a BPAY® Payment as valid if, at the time of the instruction, You enter the correct unique pass code generated by your E-token.
- (g) If We are advised that your BPAY® Payment cannot be processed by a Biller, We will:
- (i) advise You of this;
  - (ii) re-credit your Account with the amount of the BPAY® Payment; and
  - (iii) take all reasonable steps to assist You in making the desired BPAY® Payment as quickly as practicable.
- (h) We will not accept an order to stop a BPAY® Payment once You have instructed Us to make that BPAY® Payment.
- (i) You should notify Us immediately if You become aware that You may have made a mistake (except when You make an underpayment - for those errors see clause (m) below) when instructing Us to make a BPAY® Payment, or if You did not authorise a BPAY® Payment that has been made from your Account. Section 7: describes when and how We will arrange for such a BPAY® Payment (other than in relation to an underpayment) to be refunded to You.
- (j) Billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment You make will be treated as received by the Biller to whom it is directed:
- (i) on the date of your instruction if You instruct Us to make the BPAY® Payment before 5.00pm (Sydney time) on a Business Day; or
  - (ii) on the next Business Day, if your instruction is made after 5.00pm (Sydney time) on a Business Day or any other day that is not a Business Day.
- (k) A delay may occur in processing a BPAY® Payment where:
- (i) there is a public or bank holiday on the day after You instruct Us to make a BPAY® Payment;
  - (ii) You instruct Us to make a BPAY® Payment either on a day that is not a Business Day, or after 5.00pm on a Business Day;
  - (iii) another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or

- (iv) a Biller fails to comply with its obligations under the BPAY® Scheme.
- (l) While it may be typical that any delay in processing as mentioned in clause 5 (k) above will not continue for more than one Business Day, any such delay may continue for a longer period. It is your responsibility to allow for sufficient time for the making of payments to the Biller.
- (m) You must be careful to ensure that You enter the correct amount You wish to pay. If You instruct Us to make a BPAY® Payment and You later discover that:
  - (i) the payment amount You entered was less than the amount You needed to pay, You can make another BPAY® Payment for the difference; or
  - (ii) the amount You instructed Us to pay was more than the amount You needed to pay, contact the Biller directly to ask for a refund for the excess payment. Otherwise, Section 7: describes when and how We may arrange for such a BPAY® Payment to be refunded to You as a mistaken payment.
- (n) You must comply with the terms and conditions governing the underlying Linked Account to which You request Us to debit a BPAY® Payment, to the extent those Account terms are not inconsistent with or expressly overridden by these Conditions of Use.
- (o) If there is any inconsistency between the terms and conditions applying to the Linked Account and these Conditions of Use in relation to BPAY® Payments, these Conditions of Use will apply to the extent of that inconsistency.
- (p) We may suspend your right to make payments using the BPAY® Scheme at any time without liability for any loss or damage You may suffer. We are not required to give You prior notice of this if We suspect fraudulent activity on your Account with Us. We are not required to process any payments via the BPAY® Scheme during any time We have suspended your right to make BPAY® Payments.

## **6 Other Internet Banking Services**

### **6.1 Account Inquiry**

You can view the current balances of the Linked Accounts and search Transaction records on those Accounts (depending on the type of the Transaction and on the type of the Linked Account) through Internet Banking via Personal Internet Banking or Business Internet Banking and Mobile Banking.

If You have registered for E-Statements You can also access E-Statement through Internet Banking. Please note that if You are accessing the Personal Internet Banking Services via Our Mobile App, then You cannot view E-Statement on your mobile devices.

You can check the status of any Funds Transfer using the “Internet Banking Transaction Inquiry” function.

In addition, You can also use the Internet Banking Services to:

- (a) view historical information on the interest earned for past financial periods on Accounts You hold with Us; and
- (b) view the Branch State Branch (BSB) and Account number of You Linked Accounts.

### **6.2 Term Deposit**

Through Personal Internet Banking and Mobile Banking You may:

- (a) open one or more new term deposits by Funds Transfer from a Linked Account, subject to applicable restrictions from time to time specified by Us, if any\*;
- (b) view details of existing term deposit Accounts; and
- (c) withdraw funds from existing term deposit Accounts by a transfer to another Linked Account.

(\* Any new term deposit will be provided on the terms as set out in the relevant term deposit Terms and Conditions provided to You at that time.)

### **6.3 Stop Cheque**

Through Personal Internet Banking and Mobile Banking, You can issue a stop cheque instruction on any cheque drawn on a Linked Account if the cheque has been issued but not yet presented for payment. This service is also subject to the terms and conditions of the relevant Linked Account.

## **7 Credit Cards**

### **7.1 Personal Internet Banking and Credit Card Account Access**

For Personal Internet Banking customers with a Credit Card Account, You can use the Personal Internet Banking Services and Mobile Banking:

- (a) to check which of your Credit Card Accounts are Linked Accounts (Linked Credit Card);
- (b) to set up a selected payment method (permitted by Us) in relation to amounts owing by You under your Linked Credit Card;
- (c) for Linked Credit Card, view Transactions for the last 12 Months (or from the date registered for Personal Internet Banking if less than 12 Months).
- (d) to review your repayment history over any period under your Linked Credit Card Account.

### **7.2 Personal Internet Banking and Credit Card Account Management**

The following Credit Card Account functions are available through Personal Internet Banking Services and Mobile Banking to:

- (a) cancel any Credit Card If there is no outstanding balance on your Credit Card Account by can selecting 'credit card management', then 'cancel credit card account' and following the prompts to cancel your Credit Card;
- (b) reduce the limit on any credit card at any time to an amount that is greater than the current outstanding balance by selecting 'credit card management', then 'Reduce Credit Card Limits' and following the prompts to reduce your Credit Card limit.

## **8 Debit Cards**

For Personal Internet Banking customers, holding a GWI Debit Card, or responsible for a GWI Debit Card, on a Linked Account (Linked Debit Card), You may use the Personal Internet Banking and Mobile Banking to:

- (a) activate a Linked Debit Card ;
- (b) check the card number of a Linked Debit Card;
- (c) reduce a Transaction limit for a Linked Debit Card;
- (d) report the loss of a Linked Debit Card or cancel such a report;
- (e) review the Transaction history over the previous year of the Linked Account in relation to Transactions that were conducted by the use of each Linked Debit Card.

You can use the Personal Internet Banking Services to link an Account that with Us a GWI Debit Card, for Personal Internet Banking Services.

Any Account that is linked to your GWI Debit Card can be used to make payments to your Credit Card Account (if You have one) via the Personal Internet Banking Services (including mobile banking) available on Our Website, subject to the daily Transaction limits set out in Schedule 1 Part B for Personal Internet Banking and Schedule 2 Part B for Business Internet Banking, in these Conditions of Use.

## 9 Global Account Management Service

Through Personal Internet Banking and Mobile Banking Services You can apply for and access the Global Account Management Service for access to information about your cross-border Accounts held with other Bank of China Group members registered under the Global Account Management Service. Information available through the Global Account Management Services includes Account balances and Transaction details and such other information as may from time to time be available under the Global Account Management Service (please note that if You are accessing the Personal Internet Banking Services via Our Mobile App, then Global Account Management Service available to You is restricted to Account inquiry function only, and You will not be able to apply for, activate, or cancel Global Account Management Services via Our Mobile App);

- You must be an existing customer of the Personal Internet Banking Services when You apply for and/or use the Global Account Management Service.
- To access an Account with another member of the Bank of China Group through Global Account Management Services via Personal Internet Banking, You must be an existing customer of the relevant online banking service provided by the member of the Bank of China Group with which the cross-border Account is opened.

All Bank of China Accounts and cross border Accounts to be registered to You under the Global Account Management Service must be in your name and solely and beneficially owned by You; and

## 10 Loan Management Service

Personal Internet Banking customers can access the Loan Management Service for the following functions relating to your Bank of China home loan:

- loan Account details enquiry;
- repayment Transactions enquiry; and
- making additional repayments. (Please note that the terms and conditions of your loan agreement will apply to any early repayments You may make. Please also note that break costs may apply as set out in your loan agreement).

## 11 Suspension of Internet Banking Services

We may, if We reasonably consider it appropriate to do so, suspend any Internet Banking Services at any time and without prior notice to You. A notice will be placed on the Website if Internet Banking Services are suspended with details of the suspension.

## 12 Statement selection service

Through Personal Internet Banking and Business Internet Banking You may select your preference for E-Statements or paper statements for savings, cheque or deposit Accounts.

## 13 Customer's Security Obligations

- (a) You are responsible for ensuring that You have:
  - (i) all of the computer, mobile device, such as a smart phone or a tablet, and communications equipment necessary to enable You to have access to the internet; and
  - (ii) adequate protection systems, including anti-virus measures, to protect the security of your username and password and your use of the Internet Banking Services and to prevent any unauthorised access to your computers, mobile device, such as a smart phone or a tablet, or their content and any communications equipment used for the purposes of the Internet Banking Services.
- (b) You must select a username and password that:
  - (i) has no obvious connection to your name, address, birth date or driver's licence number;

- (ii) is not an obvious sequence of letters or numbers such as 7654321, or aaaaaaa.
- (c) You must:
  - (i) Comply with the customer obligations in relation to Account security specified in Schedule 2 of the Personal Internet Banking Services Terms and Conditions and Schedule 2 of the Business Internet Banking Services Terms and Conditions available at the Website;
  - (ii) keep your username, Password and E-token secure;
  - (iii) change your username on receipt - once changed, the username cannot be further altered; and
  - (iv) change your Password on receipt - and subsequently and regularly (at least once every 3 Months).
- (d) You must ensure that your username and Password are **not**:
  - (i) stored in any manner which indicates that they are Security Codes;
  - (ii) used after We have notified You that your right to use them or the Internet Banking Services has been revoked;
  - (iii) recorded unless this is essential to aid recollection and is done in a manner that is reasonably disguised, having regard to Our standards from time to time for disguise of usernames and Passwords as set out in Schedule 2 of the Personal Internet Banking Services Terms and Conditions and Schedule 2 of the Business Internet Banking Services Terms and Conditions available at the Website;
  - (iv) disclosed, reverse compiled, copied or in any way observed while being used; and
  - (v) accepted by any unauthorised person.
- (e) Loss of username, Passwords or E-token: If You are aware of any breach of security in relation to your username, Password or E-token security (including if You lose your E-token) You must notify Us immediately and comply with all Our reasonable instructions. The notification of the security breach or loss will take effect immediately after it is received by Us. Subject to Section 8, any losses that occur prior to the notification taking effect will be borne by You. Please refer to Schedule 2 of the Personal Internet Banking Services Terms and Conditions and Schedule 2 of the Business Internet Banking Services Terms and Conditions available at the Website for contact details.
- (f) This clause 13 provides how You should protect the security of your methods of access to the Internet Banking Services. Your liability for any losses resulting from unauthorised Transactions will be determined under Section 8.

## **14 Customer's Other Obligations**

- (a) When using the Internet Banking Services, You must:
  - (i) act in accordance with these Conditions of Use;
  - (ii) the Transactional and At Call Accounts Terms and Conditions referred to in Section 1: and
  - (iii) comply with all terms of use of the Website appearing on the Website.
- (b) You must comply with all reasonable directions from Us from time to time in relation to the use of the Internet Banking Services.
- (c) You warrant the truth, accuracy and completeness of all information You give Us:
  - (i) in any Application Form; or
  - (ii) when using the Internet Banking Services; or
  - (iii) otherwise in respect of any Linked Account,

and You acknowledge and agree that, in agreeing to provide the Internet Banking Services to You, We are relying on the truth, accuracy and completeness of all information given by You.

- (d) You must notify Us immediately if there are any changes to the information You provided in an Application Form.

## **15 Verification of Instructions**

- (a) When We receive a request or instruction for Internet Banking Services, We will take the following steps to verify that the person who is making the request, or giving the instruction, is You. We will verify the entry of the correct username and Password, the successful navigation of the Captcha System and, for Funds Transfers, BPAY® Payments and stop cheque instructions, the entry of the correct E-token Code.
- (b) Once We have verified a request or instruction for an Internet Banking Service is from You, in accordance with clause (a), the request or instruction will constitute a valid direction from You to Us and You accept all responsibility for the accuracy of information contained in the request or instruction.
- (c) You acknowledge that We are not obliged to refer to anything other than your username and password, and, if applicable, the E-token Code when verifying that instructions are from You.

## **Section 4: ATM terminal access**

When You or an authorised signatory use your GWI Debit Card or a Credit Card and PIN at a terminal, You authorise Us to act on instructions entered into the terminal. Money is at your risk from when it becomes visible or available at an ATM.

If an EFTPOS purchase is not contactless or is over \$100 when contactless, You must use your PIN for point of sale Transactions within Australia. Signatures will not be accepted for confirmation of purchase of goods and services within Australia but may be accepted outside Australia.

It may be possible to overdraw your Account by use of your GWI Debit Card. This could occur if an authorisation is processed when there are not sufficient cleared funds in your Account. Refer to the terms and conditions relevant to your Account available at Our Website or from a Retail Branch for more information about overdrawn Accounts. Third party ATM providers can determine from time to time what Transactions can be carried out at their ATMs.

## **Section 5: Direct debits, recurring and periodical payments, direct credits and telegraphic transfers**

### **1 Direct debits**

For Joint Account direct debits are only available if the Authority to Operate is All to Sign. However, a direct debit can be set up to pay another Bank of China Account if all Account Holders sign the authority for the direct debit.

A direct debit is a transfer of funds from an Account (the Account to be debited) that is initiated by the account or party receiving the funds (the payee). Direct debits can be initiated from transaction accounts to make repayments to Your loan Account(s). Initial deposits for a term deposit may set up by debiting an account with Us or another financial institution to credit the funds to a term deposit Account with Us. Direct debit from your Account are permitted to make payments to other financial institutions or merchants if your Account product allows withdrawals.

#### **1.1 Setting up a direct debit**

If direct debits can be initiated from your Account, they can only be established to debit an account You hold with Us, or another financial institution. You must complete a Direct Debit Request form (or the relevant section of an application form) to establish a direct debit. Direct debits may not be available on a credit cards or other type account You hold with any paying financial institution that has not been verified by Us. If You wish to set up a direct debit or to transact on an

account by direct debit, then the conditions set out in the Direct Debit Request Service Agreement (as described in clause 1.2 of this Section), and as included on the Direct Debit Request form or Account application form apply.

## **1.2 Direct debit request service agreement**

We will withdraw money from your nominated account on the terms specified below. Fees and charges may apply. See the Schedule of Fees and Charges available at our Website or from Our Retail Branches for details.

- (a) The first time money is withdrawn from your nominated account, You automatically agree to these conditions. These conditions then apply to all direct debit withdrawals from your nominated account.
- (b) If, subject to legislation or codes of practice, We change the Direct Debit Request Service Agreement, We will notify You 14 days in advance of any change. If You disagree with this change, please notify Us within these 14 days.
- (c) Please contact Us on (02) 8871 5888 by phoning or visiting a Retail Branch at least three Business Days before the direct debit due date to:
  - (i) change your direct debit, e.g. the amount You pay, how often You pay or deferring payment.
  - (ii) (You will need to complete a new Direct Debit Request form);
  - (iii) change your nominated account details;
  - (iv) (You will need to complete a new Direct Debit Request form).
  - (v) You agree that the account You nominate to be debited is in the same name as your Bank of China Account and You agree to provide a statement from the account to be debited to verify this;
  - (vi) cancel the agreement;
  - (vii) stop or defer an individual payment;
  - (viii) request to stop or cancel direct debits may be made to Us or the paying financial institution directly.
- (d) If You want to dispute a debit that has been made from your account, We will respond to You within five Business Days (disputes involving Transactions over one year old may take longer to investigate and respond to). If You are not satisfied with Our response to your dispute, You can lodge a formal claim with the paying financial institution of your nominated account. (See Section 8 for further details).
- (e) If the payment date is on a weekend or public holiday in Sydney, your payment will be processed on the next Business Day. If You want to clarify when a debit will be processed from your nominated account, contact the paying financial institution directly. You must make sure that sufficient cleared funds are available in your nominated account on the payment date. If there are insufficient funds and the paying financial institution dishonours the payment, charges incurred:
  - (i) by the paying financial institution may be debited from your nominated account; and
  - (ii) by Us may be debited from your Account.
- (f) You must advise Us in writing, or by fax if You have signed an Email and Fax Indemnity, available from our Retail Branches, if You close your nominated account.
- (g) If your direct debit request is dishonoured by the paying financial institution, the value of the dishonoured drawing will be debited to your Account. A dishonour fee may also apply. If there are insufficient funds available in your account to cover the full value of the dishonoured direct debit request We may use reasonable endeavours to retrieve the funds from You, which may include legal action. We also reserve the right to cancel the direct debit request if any debit is returned unpaid by the paying financial institution. If a direct debit to your Account is received by Us and We are unable to honour the request a dishonour fee may apply.



- (h) We will keep the paying financial institution account details confidential. However, We will disclose these details:
  - (i) If You give Us permission;
  - (ii) if required by law;
  - (iii) to settle a claim; or
  - (iv) if a financial institution involved in the Transaction requires information for the purpose of settling a claim/dispute.
- (i) You authorise:
  - (i) Us to verify the details of the nominated account with You or the paying financial institution; and
  - (ii) the paying financial institution to release information allowing Us to verify the nominated account details.
- (j) Warning: Please ensure that when completing the account details for your direct debit request You enter them correctly. You may be unable to recover money paid incorrectly as a result of incorrect account details. Your account details can be found on a previous bank statement or cheque book or You can verify the account details by visiting or calling one of Our Retail Branches or calling us on (02) 8871 5888.
- (k) Direct debits may not be available from all accounts. If You are not sure whether direct debits are available on your nominated account, check with the paying financial institution before establishing a direct debit.
- (l) Subject to any limitations on your liability set out in Section 8, You indemnify Us against all losses, costs, damages and liability that We suffer as a result of You giving Us incorrect or false information in your direct debit request.
- (m) Your indemnity:
  - (i) extends to any changes You make to your direct debit request; and
  - (ii) continues after the Direct Debit Request Service Agreement is ended.
- (n) If You:
  - (i) tell Us to cancel your direct debit and We are not the paying financial institution; or
  - (ii) advise Us that a direct debit on your Account was unauthorized,

We will not require You to raise your request with or advise the relevant debit user/Merchant or paying financial institution. However, We may tell You that it is an option for You to talk to the debit user/Merchant to expedite your cancellation or claim.

- (o) Please note that if You have more than one account or contractual relationship with one debit user/Merchant and You tell Us to cancel your direct debit in relation to only one account where We are not the paying financial institution, We may need to cancel all your direct debit arrangements. If this happens, We will notify You before We cancel the services and You may wish to contact the debit user directly to cancel the one direct debit. We will provide You with assistance If You do need to re-establish direct debit requests that are cancelled as a consequence of cancelling one direct debit. It is your own responsibility to ensure that all your contractual obligations with your debit user/Merchant are met, including payments.

## **2 Recurring payments**

For Joint Account, recurring payments are only allowed is the Authority to Operate is Any to Sign.

A recurring payment to debit your Account can be set up by providing your 16-digit GWI Debit Card number to authorise an external party to debit the primary Account linked to your GWI Debit Card at recurring intervals.

To cancel the authority for the recurring payment, You can notify Us or go directly to the external party initiating the payment before the next Transaction due date.

We are required to process Transactions from the institution, Merchant or individual while the authority remains in place.

If the external party does not cancel the recurring payment at your request, You may be eligible for a refund as a claim for an unauthorised payment as described in Section 7: 2.

### **3 Direct credits**

A direct credit to your Account is a transfer of funds initiated from an external account or party. Direct Credits are typically arranged with your employer for salary payments or other regular payments to be credited to your Account.

We are not liable for any failed or delayed direct credit. If You wish to cancel or alter your direct credit, You should contact the party paying the funds to your Account.

### **4 Telegraphic transfers**

An overseas telegraphic transfer is used to transmit funds to an overseas bank account (beneficiary) in a specified currency. A domestic telegraphic transfer is used to transmit funds to an Australian financial institution account in Australian dollars. We may use a correspondent to act on Our behalf for the purpose of these telegraphic transfers. To the extent permitted by law, We are not liable for any loss or damage suffered as a result of Us acting on these instructions in good faith, or from delays beyond Our control in making payment pursuant to instructions, or from errors in the beneficiary financial institution details You provide, or for any loss or damage resulting from any act or omission of any correspondents. When You request a telegraphic transfer, You must ensure that;

- there are sufficient cleared funds in your Account when the withdrawal is made for the telegraphic transfer;
- the beneficiary details You provide are correct; and
- the amount withdrawn from your Account is correct by checking your statement to verify the amounts withdrawn.

If there are insufficient cleared funds in your Account when the withdrawal for the telegraphic transfer is made (according to your instructions), We are not required to make any payment to the beneficiary and are not liable for any loss You may suffer as a result of any delay or failure of the payment to the beneficiary. We may not proceed with telegraphic transfer instructions if any of the beneficiary information You provide is incomplete or incorrect.

Overseas telegraphic transfers can be sent in most currencies but are subject to arrangements both with the correspondent and beneficiary financial institution. The exchange rate for your overseas telegraphic transfer will be a sell rate determined at the time of the transfer. Domestic telegraphic transfers can only be sent in Australian dollars. If You ask Us to, We will phone You to confirm the details of the transfer including any exchange rate, conversion amount and any Transaction charges that apply. However, if We are unable to contact You on the phone number You provide, the Transaction will proceed without further confirmation.

Fees and charges may apply for telegraphic transfers (both international and domestic). Please refer to the Schedule of Fees and Charges available at Our Retail Branches or from Our Website. Fees and charges may also be applied by any beneficiary or correspondent financial institution that handles the telegraphic transfer. Telegraphic transfers cannot be stopped or altered once a Transaction instruction is made.

### **5 Overseas telegraphic transfer processing time**

The time taken for a telegraphic transfer payment to be received by the beneficiary depends on the banking systems of correspondents through which the payment is made, and correct and complete beneficiary details. Overseas telegraphic transfers will normally be paid to the beneficiary's account within two to five Business Days of the processing date. We cannot guarantee the timing of the payment to the beneficiary due to circumstances beyond Our control (e.g. public

holidays in the beneficiary bank's country, problems or delays in the processing of the payment message by the correspondent or the beneficiary bank). The time for the payment of the transferred money to the beneficiary bank is within the control of the correspondent bank and outside Our control.

## **6 Domestic telegraphic transfer processing time**

The time taken for a domestic telegraphic transfer payment to be received by the beneficiary depends on the beneficiary's banking systems through which the payment is made and correct and complete beneficiary details. Money sent to an Australian financial institution will normally be paid to the beneficiary's account by close of business on the date We process the transfer. The time in which your payment is received by the beneficiary is subject to circumstances beyond Our control (e.g. public holidays in the beneficiary financial institution's state or territory, problems or delays in the processing of the payment message by the beneficiary financial institution).

## **Section 6: Cheques**

A cheque is a written order to a bank to pay a sum of money on demand. For details of accounts that are eligible for cheque access please refer to Our Transaction and At Call Accounts Terms and Conditions available on Our Website, or from Our Retail Branches.

If your cheque book is lost or stolen there is a risk of unauthorised Transactions on your Account. A cheque may be misappropriated, and You may be liable for the amount on the cheque if it is intercepted before it reaches the payee or is able to be altered by another person. See Section 6: 1 Writing cheques to Section 6: 9 Cancelling cheque access. See also Section 7 for information on how to write a cheque, stopping payments on cheques and what to do if your cheque book is lost or stolen.

### **1 Writing cheques**

Where cheque access is permitted on your Account, You can write cheques to make payments from the available funds in your Account.

All cheques must be completed, clearly stating the name of the person or company to whom the cheque is made out (the payee), the amount of the cheque in words and figures, and the date the cheque is written.

Cheques must be signed by the authorised signatories in accordance with your Account signing authority.

Take care when writing a cheque to make sure it is accurate, properly crossed and signed.

You must comply with the following rules when writing a cheque to prevent alteration:

- Do not sign a blank cheque. If it is lost the details can be completed and payment claimed by a person finding the cheque and You will be liable to pay.
- Do not leave spaces between words or figures for the amount. Spaces can make it easy to alter the amount the cheque.
- Write the amount of the cheque in words as well and figures. Words are more difficult to change.
- Enter the amount in words as close as possible to the left-hand side and enter the number value as close as possible to the dollar sign (\$). This can prevent insertions.
- Date the cheque correctly. Do not post-date your cheque (e.g. date in the future).
- Write in permanent ink and do not use pencil or erasable ink on the cheque.

To correct a mistake on cheque You have written, cross out the original words or numbers and clearly write the change, then sign your name or initials as close as possible to the alteration.

We recommend You always cross a cheque by putting two parallel lines across the face of the cheque and writing 'not negotiable' between the lines.

You must have sufficient available funds in your Account to cover the cheque when it is presented for payment, otherwise We may dishonour the cheque and You will be charged a dishonour fee. Unless You have stopped a cheque see condition 6 - Stopping payments on cheques for further details) You are liable for the amount of the cheque if it is presented for payment.

Crossing a cheque prevents an unauthorised person from cashing the cheque but may not prevent the unauthorised person from depositing the cheque into a bank Account. An uncrossed or open cheque can be presented by anyone at a financial institution and exchanged for cash. The cheque can therefore be presented for payment by a person who finds or steals the cheque and payment could be made to that person.

## **2 What does 'not negotiable' mean?**

The words 'not negotiable' written between the two parallel lines of a crossed cheque means that a person who obtains the cheque has no better rights than the person who transferred it. Therefore, if a cheque is crossed and marked 'not negotiable', a person claiming payment after obtaining the cheque from a person who stole the cheque will have no enforceable right to payment on the cheque, even if that person may have obtained the cheque in good faith.

## **3 What does 'account payee only' mean?**

The words 'account payee only' on a crossed cheque either together with or instead of 'not negotiable', direct the bank collecting the cheque to pay the cheque only into the account of the person named on the cheque.

## **4 What does 'or bearer' mean?**

These words appear at the end of the line after the name of the person to be paid. If the words 'or bearer' are not crossed out and the cheque is not crossed and marked 'not negotiable', then a bank can pay the amount on the cheque to anyone presenting the cheque. Payment in this way would be valid even in the case where a bank pays the money to a person who stole the cheque.

If the words 'or bearer' are crossed out and a payee wants to transfer the cheque to someone else, the payee must first sign the back of the cheque and name the person to whom the cheque is being transferred to.

## **5 Payment on cheques**

All cheques are paid and debited to your Account in the order We receive them. Do not post-date cheques (i.e. write a future date). Post-dated cheques are paid as We receive them, if there are available funds in your Account. We do not hold payment until the date on the cheque.

We may also not pay a cheque drawn on your Account if it is presented to Us for payment 15 Months or more after the date which appears on the cheque, even if there are sufficient funds in your Account to pay that cheque.

A dishonour fee applies if We do not pay a cheque You have drawn on your Account because there are insufficient available funds (for details see Our Schedule of Fees and Charges available on Our Website or from Our Retail Branches).

## **6 Stopping payments on cheques**

You can cancel or stop payment on a cheque before payment has been made by contacting Us on (02) 8871 5888, at a Retail Branch or through the Personal Internet Banking or Mobile Banking Services. You will need to provide the number of the cheque and details such as the amount, the payee and the date of the cheque.

We will put a stop on your cheque and confirm your request in writing (if the cheque has not been presented). We may charge a fee for stopping payment on a cheque (see the Schedule of Fees and Charges available on Our Website or from Our Retail Branches). We may require You to sign an indemnity form before We can cancel or stop payment on a bank cheque.

## **7 Incomplete cheques**

If a cheque is presented to Us for payment and it is unsigned, undated, or has no payee included, We may pay or dishonour the cheque at Our discretion, which We will exercise reasonably. We may charge a fee for dishonouring your

cheque. Refer to the Schedule of Fees and Charges available at Our Website or from Our Retail Branches. If the amount in words and figures is different on a cheque, We pay the lesser amount without notifying You. If We decide to pay an incomplete cheque, We can still recover from You any money which You may owe Us as a result of Us paying the cheque.

## **8 Lost or stolen cheque books**

Your cheque book allows access to your Account. You must keep it in a safe place. Do not leave signed, blank cheques in your cheque book. If your cheque book is lost or stolen, You must tell Us immediately by contacting Us on (02) 8871 5888 or at one of Our Retail Branches. Refer also to the Stopping Payments on Cheques at clause 6 above. If You do not tell Us immediately, You may be liable for cheques paid by Us in good faith.

## **9 Cancelling cheque access**

If You no longer require cheque access to your Account, You must tell Us in writing or by contacting Us on (02) 8871 5888 or by visiting one of Our Retail Branches. You must return all unused cheques to Us. If You cancel your cheque access, You must retain enough available funds in your Account to cover all cheques written, which were not yet presented when You cancelled your cheque access. Cheques presented after your Account is closed will be dishonoured. We may cancel any unused cheques at any time without notice for any reason. We will notify You as soon as possible after the cancellation. Without limiting the reasons why We may cancel an unused cheque, this may happen if:

- We reasonably consider You induced Us to issue any cheque book by fraud;
- We believe the cheques are being used in a way that may cause loss to You or Us;
- your Account becomes inactive and in the case of deposit Accounts, the Account has a nil balance or becomes overdrawn;
- We have not been able to identify and/or verify your identity or any signatory on your Account, or any other person to whom access to your Account has been provided, to Our satisfaction;
- if We are concerned that the issue of a cheque on your Account may cause Us to breach of any obligation under any legislation, or to commit or participate in an offence; or
- We believe You have provided false or misleading information.

You must return all unused cheques immediately if You, or if We, close your Account.

## **10 Depositing a cheque**

You can deposit any cheque, payable to one or more Account Holders at any Retail Branch.

Although a cheque will be credited to your Account when You deposit the cheque, You cannot start withdrawing and using that money immediately. You must first wait for the cheque to be cleared. See 11 - Clearing a cheque for cheque clearance times.

If You present a cheque payable to someone else or it appears to belong to someone else (third party cheque) We need to be satisfied that it is correctly signed over (endorsed) to You before We will accept the cheque for deposit.

To deposit a cheque into your Account it must be made payable to, at least, one of the Account Holders. We may not accept cheques that do not comply with this Section 7. We may return any cheques received for deposit to your Account, if your Account has been closed.

The Foreign Currency exchange rate applicable for a Foreign Currency cheque deposit will be a buy rate determined at the time of processing. At the time of the Transaction We will tell You the exchange rate, conversion amount and any Transaction charges that apply after processing.

Fees and charges may also be applied by any beneficiary or correspondent financial institution that handles the Foreign Currency cheque.

Fees and charges may apply for the Foreign Currency cheque, refer to see the Schedule of Fees and Charges available on Our Website and at Our Retail Branches.

## **11 Clearing a cheque**

Proceeds of cheques are available after the cheque has been processed in accordance with normal banking business. This could take a number of days but is generally three to five working days. If it is an overseas cheque, the proceeds may not be available until it has been cleared by the overseas bank. You can contact call Us on (02) 8871 5888 or enquire at a Retail Branch to find out how long it usually takes for a cheque to be processed.

The usual steps involved in clearing a cheque are:

- You deposit a cheque to your Account;
- We credit the money to your Account;
- We send the cheque to the cheque clearing house which then sends it to the drawer's bank;
- the drawer's bank checks the validity of the cheque and that there are funds in their customer's Account to pay the cheque; and
- they will then pay the proceeds of the cheque to Us (at which point the cheque has been cleared).

## **12 Special clearance of a cheque**

You can request special clearance of a cheque deposited into your Account. We will provide You with an estimate of the time it will take, and the cost involved which are available in Our Schedule of Fees and Charges on Our Website and from Our Retail Branches.

## **13 Bank Cheques**

A bank cheque is a cheque issued on behalf of a bank rather than a cheque written from a customer's account. Bank cheques are a secure way of making payment and may be required for certain transactions (e.g. property purchases and bond deposits).

In most circumstances, a bank will only dishonour or stop payment of a bank cheque if:

- it is a forgery or otherwise unauthorised;
- it has been materially altered;
- it has been reported as lost or stolen;
- a court has made an order preventing payment; or
- We do not receive payment for the cheque.

If You purchase a bank cheque, your Account is debited with the amount of the bank cheque (and any fees) on the day that the bank cheque is issued by Us. This is usually before the bank cheque is presented for payment. Fees apply for bank cheques. Refer to the Schedule of Fees and Charges available from Our Website or from Our Retail Branches.

## **Section 7: Unauthorised and Disputed Transactions and Mistaken Internet Payments**

### **1 Reporting loss, theft or misuse of a device (including unauthorised Transactions):**

An unauthorised Transaction is one which is not authorised by You. It is important for You to safeguard your payment documents (including your cheque book), GWI Debit Card, Devices and Pass Codes (including your E-token and PIN number/Passwords).

To report:

- one or more unauthorised Transactions;
- the loss, theft or misuse of a payment document, GWI Debit Card, or Device; or
- breach of Pass Code security,

You can tell Us by telephoning Us on (02) 8253 5888. If any document, GWI Debit Card or Device is lost, stolen or misused, it is your responsibility to notify Us as soon as possible. You will not be liable for any unauthorised Transactions once You have notified Us. Your liability for losses arising from an unauthorised Funds transfers will be determined under the ePayments Code. Please refer to clause 5 for information on liabilities arising from unauthorised Funds Transfers. You may not be able to get your money back for unauthorised Transactions where You have unreasonably delayed notifying Us of the loss, theft or misuse of any of your payment documents, Debit Card or Devices.

## **2 When You are entitled to a refund of unauthorised electronic Transactions**

Subject to this Section 7: Bank of China will refund any unauthorised GWI Debit Card or Internet Banking Services Transactions where you are not liable for the unauthorised electronic Transaction as set out in Section 7:

## **3 Your Liability**

Subject to your entitlements to a refund set out in Section 7: 2 and your limitation of liability of \$150 set out in , We will not be liable to You for any loss (whether direct, indirect, special or consequential losses) due to:

- no fault of ours, the balance in your Account being insufficient to cover a Transaction;
- any instructions given by You not being sufficiently clear;
- any failure by You to provide correct and accurate information;
- any failure due to events outside Our reasonable control;
- any failure by You to meet any legislative requirements that may be imposed in respect of outward remittances;
- industrial dispute;
- the way in which any refusal to accept the GWI Debit Card is communicated to You;
- any infringement by You of any current laws in the country where the GWI Debit Card is issued or used;
- any dispute between You and the supplier of any goods and/or services purchased with the GWI Debit Card or via the Personal Internet Banking Services;
- Our taking any action required by any government, federal or state law or regulation or court order;
- anything specifically excluded or limited elsewhere in these Conditions of Use; or where
- any Additional Card Holder does not comply with these Conditions of Use.

We will be liable to You for any losses You suffer, including indirect and consequential losses caused by the failure of any electronic equipment or system to complete a Transaction. However, where You should reasonably have been aware that the electronic equipment or system was unavailable or malfunctioning Our liability is limited to the correction of errors in your Linked Account/s and the refund of fees and charges imposed on You as a result.

## **4 Liability for unauthorised Transactions**

Your liability for losses arising from an unauthorised Electronic Transactions will be determined under the ePayments Code.

## **5 When You will be liable for a Transaction**

You are liable for any Transaction carried out by You or with your consent.

## **6 When You will be liable for unauthorised electronic Transactions**

You will be liable for any loss arising out of an unauthorised electronic Transaction where We can prove on the balance of probability You contributed to such loss through fraud, or breaching the Password and Pass Code security requirements notified to You from time to time by Us, including those requirements in Section 2: You will be liable in full for the actual losses that occur before the loss, theft or misuse of a payment document, GWI Debit Card, Device or breach of the Password and Pass Code (PIN) security requirements is reported to Us; but

- (a) You will not be liable for that part of any of losses that was:
- (i) incurred on any one day that exceeds your applicable daily Transaction limit;
  - (ii) incurred in any period that exceeds your applicable periodic Transaction limit;
  - (iii) that exceeds the available credit before the unauthorised Transaction; or
  - (iv) incurred on any facility that You Bank of China had agreed should not be accessed using the GWI Debit Card or GWI Debit Card identification number and/or Password and Pass Code used to perform the Transaction.
- (b) Where We prove that You breached the Password or Pass Code (PIN) security requirements for one or more but not all the Passwords and Pass Codes (PIN), You are only liable for losses that occur if You left your GWI Debit Card in an ATM, if the ATM incorporates reasonable safety standards.

Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a Transaction.

- (c) Where We can prove, on the balance of probability, that You contributed to losses resulting from an unauthorised Transaction by unreasonably delaying reporting the misuse, loss or theft of a payment document, GWI Debit Card, Device or that the security of all Passwords and Pass Codes has been breached, You:
- (i) are liable for the actual losses that occur between:
    - when You became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen payment document, GWI Debit Card or Device, and
    - when the security compromise was reported to Us, but
  - (ii) are not liable for any portion of the losses:
    - incurred on any one day that exceeds any applicable daily Transaction limit,
    - incurred in any period that exceeds any applicable periodic Transaction limit;
    - that exceeds the available credit immediately prior to the unauthorised Transaction; or
    - incurred on any facility that You and Bank of China had not agreed could be accessed using the Debit Card or identified and/or Password or Pass Code used to perform the Transaction.
    - Where a Password and Pass Code (PIN) was required to perform an unauthorised Transaction, and any loss is within the authorised limits applying to your relevant Account, You are liable for the lesser of:
  - (iii) \$150;
  - (iv) the available credit before the unauthorised Transaction which You and Bank of China have agreed can be made using the Password and/or Pass Code (PIN), or
  - (v) the actual loss (within the agreed daily, Transaction or credit or other limitations) at the time that the misuse, loss or theft of a GWI Debit Card, or breach of a Password or Pass Code security is reported to Us.

## **7 When You will not be liable for unauthorised electronic Transactions**

You are not liable for any loss arising out of an unauthorised electronic Transaction:

- (a) where it is clear that You or any other Account signatory or authorised user of your Account have not contributed to the loss;



- (b) caused by fraud or negligence by Our employee or agent, a third party involved in networking arrangements, or a Merchant or their employee or agent;
- (c) that was caused by a card, card identifier or Pass Code which is forged, faulty, expired or cancelled;
- (d) that required the use of your card and/or Pass Code that occurred before You received the card and/or Pass Code (including a reissued card or Pass Code);
- (e) caused by the same Transaction being incorrectly debited more than once to your card Account;
- (f) that occurred after You have informed Us that your card has been lost, stolen or misused, or the security of a Pass Code has been breached; or
- (g) that occurs while Our process for reporting unauthorised Transactions, loss, theft or misuse of a card or breach of Pass Code security is unavailable, provided that a report is made within a reasonable time of the process again becoming generally available.

Note: if You cannot access the process for reporting unauthorised Transactions, loss or theft due to an issue within your control, You may be liable for losses (for example, if You cannot access the process because You ran out of credit on your mobile).

## **8 Mistaken Internet Payments to or from your Account**

If We are notified or otherwise become aware that a payment is incorrectly made to or from your Account, We will notify You as soon as We are aware of the mistake.

### **8.1 Notified within 10 Business Days of mistaken payment to your Account**

If We are notified within 10 Business Days of a Mistaken Internet Payment where funds are incorrectly paid to your Account and We are satisfied that the Mistaken Internet Payment has occurred and there are sufficient credit funds available in your Account, We will return the funds to the sender.

### **8.2 Notified between 10 Business Days and 7 Months of mistaken payment to your Account**

If We are notified (and consequently notify You) between 10 Business Days and 7 Months of a Mistaken Internet Payment where funds are incorrectly paid to your Account and We are satisfied that the Mistaken Internet Payment has occurred and there are sufficient credit funds available in your Account, We will notify You of the error and allow You 10 Business Days to check the payment and, if You believe You are entitled to the money paid to your Account, to provide evidence to Us that You are entitled to the payment. If at the end of the 10 Business Days You have not provided evidence (to Our reasonable satisfaction), that You are entitled to the funds, We will return the funds to the payer.

### **8.3 Notified after 7 Months of mistaken payment to your Account**

If We are notified (and consequently notify You) after 7 Months of a mistaken payment where funds are incorrectly paid to your Account, then in the absence of a manifest error, We will only return funds to the sender with your consent.

Until We establish your claim or the payer's claim to the money, We may place a hold on the amount available in your Account equal to the amount claimed to be paid in error to your Account.

### **8.4 Funds mistakenly paid from your Account**

If funds are incorrectly paid from your Account, We will do everything We reasonably can to recover the money on your behalf. If You believe You have made a mistake when giving Us instructions for a payment, and You gave Us those instructions over the internet, You can tell Us by telephoning Us on Internet Banking 24 Hour Customer Services Hotline, available at the front of these Conditions of Use.

### **8.5 When a mistaken payment can be recovered**

If You tell Us about a Mistaken Internet Payment within 10 Business Days of the payment, and We are satisfied the Mistaken Internet Payment has occurred and there are sufficient credit funds available in the Account of the unintended recipient We will return the funds to You as soon as practicable. If You tell Us about a payment between 10 Business Days and 7 Months after giving Us the instructions, and We are satisfied the payment has occurred and there are sufficient

credit funds available in the Account of the unintended recipient We will take steps to ask the receiving bank to block the funds and require the unintended recipient to establish that they are entitled to the funds within certain time periods. If the unintended recipient cannot establish they are entitled to the funds We will return the funds to You as soon as practicable.

### **8.6 When You will be liable for losses arising from a Mistaken Internet Payment**

If You tell Us about a Mistaken Internet Payment more than 7 Months after the Mistaken Internet Payment has occurred We will need the consent of the unintended recipient to return the funds to You. If the unintended recipient does not give their consent to the return of the funds the loss will fall with You. If We are satisfied that a Mistaken Internet Payment has occurred, but there are not sufficient credit funds available in the Account of the unintended recipient to the full value of the Mistaken Internet Payment, the bank to whom We sent the money (the receiving bank) must use reasonable endeavours to retrieve the funds from the unintended recipient for return to You. If the receiving bank is not able to retrieve the funds the loss will fall with You.

### **8.7 Complaints handling process**

We will inform You of the outcome of the reported Mistaken Internet Payment in writing within 30 Business Days of the day on which the report is made. You can make a complaint to Us about how the report is dealt with. See Section 1: 4 for more information.

### **8.8 Mistaken payment as a result of Our error**

If the funds are paid from your Account as a result of Our error, We will reimburse You for the amount paid. You agree to assist Us in recovering the money paid in error and You agree that any amount recovered from the amount paid in error will be retained or recovered by Us to offset the amount of any reimbursement paid to You.

## **Section 8: Banking Code of Practice and ePayments Code**

### **1.1 Banking Code of Practice**

The relevant provisions of the Banking Code of Practice apply to these Account Access Methods. You can obtain a free copy of the Banking Code of Practice from:

- (a) our website at [bankofchina.com/au](http://bankofchina.com/au); or
- (b) any our Retail Branches; or
- (c) us by mail upon your request by telephoning us on [1800 095 566 (if calling within Australia) or +613 9670 6200 (if calling from overseas).

The Banking Code of Practice is a voluntary code that sets out the standards of practice and service in the Australian banking industry for individual and small business customers, and their individual guarantors.

### **1.2 ePayments Code**

The relevant provisions of the ePayments Code apply to these Account Access Methods. You can obtain a copy of the ePayments Code from the ASIC website at [asic.gov.au](http://asic.gov.au).

The ePayments Code is a voluntary code that sets out the standards of practice and service for electronic payments, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY. The ePayments Code applies in a contract between us if you are an individual customer or a small business (as defined in the Banking Code of Practice). If your facility is a 'low balance facility' (a facility capable of having a balance of no more than \$500 at any one time) you have more restricted rights with respect to reporting losses, notices of changes to the terms and conditions, and receipts and statements than those set out in these Terms and Conditions.

## **Section 9: Definitions**

In these Conditions of Use the following terms have the following meanings.

**Account** means any account maintained with Us and where the context requires, a reference to an account can be an account with another financial institution.

**Account Holder** means the person/s in whose name the relevant Account has been opened by Us and who is responsible for all Transactions on the Account.

**Additional Card Holder** means a person to whom We have agreed to issue an additional card at your request.

**Application Form** means a Bank of China Account or Credit Card application form that You have completed to open an Account or a Credit Card.

**ATM** means an Automatic Teller Machine.

**AML/CTF Act** means the Anti-Money laundering and Counter-Terrorism Financing Act 2006.

**AML/CTF Rules** means the rules from time to time issued pursuant to section 229 of the AML/CTF Act.

**AUD** means Australian dollar.

**Authorised Signatory** means a person authorised by You and accepted by Us to operation on your Account.

**Authority to Operate** means the number of Account Holders required to authorise a transaction. This can be Any Account Holder, All Account Holders or a specified number of Account Holders.

**Auto-link** is a feature that We offer to Account Holders who have more than one Account with Us and is a feature that an Account Holder can activate in order:

- to link a Linked CNY Account to the primary AUD Account; and/or
- to link a primary AUD Account to a Linked CNY Account,

for the purposes of allowing access to be sought by Us to each Account in order to accept a requested Transaction.

**Banking Code of Practice** means the Banking Code of Practice established by the Australian Banking Association and subscribed to by Bank of China.

**Bank of China Group** means Bank of China Limited ABN 29 002 979 955, its related bodies corporate and any of its branches and subsidiaries that provide banking services.

**Biller** means any organisation that participates in the BPAY<sup>®</sup> Scheme and has informed You that it will accept payments via the BPAY<sup>®</sup> Scheme.

**BPAY<sup>®</sup> or BPAY<sup>®</sup> Scheme** means the electronic payment scheme operated by BPAY Pty Ltd to effect payments to Billers.

**BPAY<sup>®</sup> Payment** means a payment You instruct Us to make on your behalf to a Biller through the BPAY<sup>®</sup> Scheme.

**Business Day** means a day, not being a Saturday, Sunday, or a Public Holiday on which banks and Bank of China are open for business in Sydney.

**Business Internet Banking Services and Business Internet Banking** means the services available via the Website through the Business Internet Banking tab.

**Bulk Electronic Clearing System (BECS)** means the clearing system of that name administered by the Australian Payments Network Ltd.

**Captcha System** is an acronym for "completely automated public Turing test to tell computers and humans apart". It refers to a type of challenge–response test used in computing to determine whether or not the user is human.

**Card, Debit Card** means a Bank of China GWI Debit Card.

**Card Scheme** means the scheme that governs the issuance and use of a card, for the GGI Debit Card this is the UnionPay Card Scheme and the EFTPOS Card Scheme Rules.

**China UnionPay and CUP** means China UnionPay Co., Ltd, a State-approved banking association in China.

**Code** means a PIN, Telephone Banking access code or any other similar information which may be required in order to make electronic funds transfer Transactions to or from Accounts and which the user is required to keep secret.

**Conditions of Use** means this Conditions of Use document as varied, amended or replaced from time to time.

**CNY, Yuan or Renminbi** means the lawful currency of the People's Republic of China.

**Credit Card** means a Bank of China Great Wall International credit card issued to You.

**Credit Card Account** means an Account for a Bank of China Credit Card.

**Customer Advocate** means the person appointed by Us in accordance with Chapter 46 of the Banking Code of Practice as the Bank of China Customer Advocate.

**Destination Account** means, in respect of any Funds Transfer, the Account that is to be credited with the funds to be transferred. Referred to on the Website as the "to Account".

**Device** in these Conditions of Use includes a GWI Debit Card, an E-token, a mobile phone, a tablet, a smart watch, a desktop computer and any device through which You are authorised by Us or through which We allow You to access an Account.

**Destination Bank** means a financial institution specified by Us, from time to time, on Our Website as permitted by Us to be a Destination Bank for Funds Transfers using the Internet Banking Services and includes Bank of China.

**Direct Debit Request** means an authority provided by you to a debit user/Merchant to debit your account in accordance with the rules and procedures of the Bulk Electronic Clearing System.

**Direct Debit Service Agreement** means the service agreement you have entered into with a debit user/Merchant in respect of a Direct Debit Request.

**ePayments Code** means the ePayments Code established by the Australian Securities and Investments Commission and subscribed to by Bank of China.

**E-token** is the security device that produces a unique pass code, also known as an E-token Code.

**Face Scan** means a scan of your face, entered by You on your Device and allowed by Us as a Pass Code for Account access.

**Finger Print** means your scanned finger print (or prints), entered by You on your Device and allowed by Us as a Pass Code for Account access.

**Foreign Currency** means a currency that is different from the currency in which the relevant Account is held with Us.

**Funds Transfer** includes Funds Transfer Domestic and Funds Transfer International;

**Funds Transfer Domestic** means a transfer of funds by electronic means from:

- an Account You hold with Us in any currency to another Account You hold with Us, in any currency; or
- an AUD Account You hold with Us or to any AUD Account held by Us or by another ADI within Australia.

**Funds Transfer International** means a transfer of funds by electronic means from:

- an Account You hold with Us, in any currency, to any overseas account;
- an Account You hold with Us, in any currency, to a Foreign Currency account held in another ADI within Australia; or
- an Account You hold with Us, in any currency, to a third-party Foreign Currency account held by Us;

**Global Account Management Service** has the meaning described in Section 3: 9

**GWI Debit Card** means a debit card issued by Us under these Conditions of Use, and includes any additional or replacement card.

**Internet Banking Services or Internet Banking** means online banking services available at bankofchina.com/au through Business Internet Banking Services or Personal Internet Banking Services.

**Joint Account** means an Account owned by more than one individual Account Holder.

**Linked Account** for the purposes of:

- your GWI Debit Card means an Account You hold with Us, that is linked to your GWI Debit Card
- Internet Banking Services means an Account You hold with Us, through which You are able to access and use the Internet Banking Services.

Where the context requires, a reference to an Account, or to a Linked Account, includes a reference to each Account that You hold with Us that has been linked to your card or Internet Banking Services.

**Linked CNY Account** means a Demand Deposit Account or Overseas Student Account that is held in CNY.

**Loan Management Service** is the services described in Section 3: 10

**Mainland China** means the People's Republic of China but excluding Hong Kong, Macau and Taiwan.

**Merchant** means a provider of goods or services who accepts payment by card or the Internet Banking Services, including BPAY®, direct debit or direct credit payments.

**Mistaken Internet Payment** means a payment by a user through the 'pay someone' internet banking facility and processed by an authorised deposit taking institution through BECS where the funds are paid into the account of an unintended recipient because the user enters or selects a Bank/State/Branch (BSB) number or identifier that does not belong to the named and/or intended recipient as a result of:

- the user's error; or
- the user being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY®.

**Mobile App** means the Bank of China app for compatible mobile devices such as smart phones and tablet devices that We make available for downloading to Our customers to register for the purpose of accessing some Personal Internet Banking Services via the compatible mobile Device.

**Mobile Banking** means the Personal Internet Banking functions available through the Mobile App.

**Month** means a calendar month.

**Operating Hours** means in respect of any Funds Transfer or BPAY® Payment, the operating hours for that transfer or payment as set out in Schedule 1 Part B for Personal Internet Banking and Schedule 2 Part B for Business Internet Banking, in these Conditions of Use.

**Password** is an 8-20 character alpha-numeric Code You enter to verifying your identity to access to Internet Banking Services and Mobile Banking

**Pass Code** includes a Password or Code used to authenticate a Transaction or a person authorised to access the Account including:

- a PIN
- Password
- E-token Code
- Finger Print
- Face Scan

**Permitted Currency** means a currency specified by Us, from time to time, on the Website as a currency in which Funds Transfers can be made using the Internet Banking Services.

**Permitted Destination Account** means an AUD Account with an Australian Destination Bank to which Funds Transfers Domestic can be made using the Internet Banking Services and any Account with a Destination Bank to which Funds Transfers International can be made using the Internet Banking Services.

**Personal Internet Banking Services and Personal Internet Banking** means the services available via the Website and through the Personal Internet Banking Services tab.

**PIN** means the Personal Identification Number or word which has been selected by You, or which has been allocated to You by Us, for use with a card through electronic equipment. In these Conditions of Use, the PIN is also referred to as your Password where applicable.

**POS** means a point-of-sale electronic banking facility available at retail or wholesale outlets. In Australia, POS includes Electronic Funds Transfer at Point of Sale (EFTPOS).

**Primary Linked Account and Primary Linked AUD Account** means a savings Account held in AUD that We agree to treat as your Primary Linked Account.

**Retail Branch** means a retail branch of Bank of China (Australia) Limited in Australia except otherwise specified in these Conditions of Use.

**Scheduled Payment** means a scheduled payment described in clause Section 3: 3(h) of these Conditions of Use.

**Security Code** means any of the security Codes specified in Section 8: of these Conditions of Use, namely your Password and your E-token Code.

**Transactional and At Call Account** means the Account that You hold with Us that is a:

- Demand Deposit Account;
- Cheque Account;
- Overseas Student Account;
- Online Saver Account; or
- Basic Transaction Account.

as described in Our 'Transactional and At Call Account Terms and Conditions' which are available on Our Website.

**Transaction** includes any transfer, purchase or withdrawal.

**UnionPay** means the 'UnionPay' brand of China UnionPay as displayed on an ATM that accepts China UnionPay enabled cards and as displayed on such cards.

**UP branded ATM** means an ATM that bears the 'UnionPay' brand/symbol on the ATM

**USD** means the lawful currency of the United States of America.

**We, Us, Our or Bank of China** means Bank of China (Australia) Limited ABN 28 110 077 622 AFSL 287322 and its successors and assigns.

**Website** means Bank of China's official internet website, currently having domain address bankofchina.com/au as amended, updated or replaced from time to time, and where applicable, the relevant screen or interface on Our website through which the Internet Banking Services are provided.

**You** means the person in whose name an Account has been opened, and where relevant or the context allows, also means the Additional Card Holder/s.

## Schedule 1

### Part A: Operating Hours for Personal Internet banking Funds Transfers and BPAY® Payments:

#### Funds Transfers

##### *Availability*

Funds Transfers may be made only if the funds are transferred from your Linked Account held with the Bank to a Permitted Destination Account in a Permitted Currency. The Permitted Destination Account institutions and currencies are those specified as available on the Website from time to time.

##### *Operating Hours*

You may give a Funds Transfer instruction to the Bank during the following times (based on the time in Sydney):

Type of Funds Transfer instruction	Time in Sydney
For all Funds Transfers that involve the same currency:	24 hours 7 days a week*
For Funds Transfers between Bank of China (Australia) Limited Linked Accounts that involve foreign exchange:	9:30am - 8:00pm Business Days*
For Funds Transfers to Non-Bank of China (Australia) Limited Accounts that involve a foreign currency exchange transaction;	9:30am – 5:00pm Business Days*

\* These times may change from time to time. We will notify you of any changes in the manner set out in Section 1: 7 of these Conditions of use.

You may, with the Bank's agreement, set up a Scheduled Payment that involves the same currency that is to be made at any time, 24 hours a day, 7 days a week.

##### *When Funds Transfer instructions are processed after receipt and acceptance*

Funds Transfer instructions may be given to take effect:

- as soon as possible following receipt; or
- at a future time (i.e. a Scheduled Payment).

Where a Funds Transfer is given to take effect as soon as possible, and where the Funds Transfer instruction is accepted by the Bank, the Funds Transfer instruction will be processed by the Bank at the following times:

Transaction type	When the Fund Transfer instruction was made or scheduled to be made	When the Fund Transfer instruction may be processed by the Bank
Funds Transfer that involve the same currency to a Bank of China (Australia) Limited Linked Account	Any time in 24 hours of the day 7 days a week	Immediately

For all Funds Transfer International that involve the same currency	Before 5:00pm (Sydney time) on a Business Day	On the same day
	After 5:00pm (Sydney time) on a Business Day or on a non- Business Day	On the next Business Day
For all Funds Transfer Domestic that involve the same currency to an Account within Australia that is not a Bank of China (Australia) Limited account	Before 5:00pm (Sydney time) on a Business Day	On the same day
	After 5:00pm (Sydney time) on a Business Day or on a non-Business Day	On the next Business Day
For Funds Transfer Domestic that involve foreign exchange to a Bank of China (Australia) Limited Linked Account	Between 9:30am and 8:00pm (Sydney time) on a Business Day	On the same day
For other Funds Transfer that involve foreign exchange	Between 9:30am and 5:00pm (Sydney time) on a Business Day	On the same day
Scheduled transactions	Scheduled to occur on a Business Day (Sydney time)	On the nominated day
	Scheduled to occur on a non- Business Day (Sydney time)	On the next Business Day

Where a Scheduled Payment is scheduled to take place on a day that is not a Business Day (i.e. a Saturday, Sunday or public holidays on which banks are not open for business in Sydney), the Funds Transfer will take place on the next Business Day.

## **BPAY® Payments**

### ***Availability***

Our Personal Internet Banking Service allows you to instruct the Bank to make BPAY® Payments to organisations (Billers), who have advised you that you can make payments to them using the BPAY® Scheme.

You may instruct to make BPAY® Payments by logging onto the Website and selecting the BPAY® option.

### ***Operating Hours***

BPAY® is available via Personal Internet Banking 24 hours a day, 7 days a week.

The above Operating Hours may change from time to time. We will notify you of any changes in the manner set out in clause 7 of these Conditions of Use.

<b>If the BPAY® Payment instruction is given to the Bank</b>	<b>The BPAY® Payment will be treated as received by the Biller</b>
Before 5:00pm Sydney time on a Business Day	On the date that you make the BPAY® Payment
After 5:00pm Sydney time on a Business Day	On the next Business Day
On a non- Business Day (including for Scheduled Payments)	On the next Business Day

## **Part B: Daily transaction limits for Funds Transfers and BPAY® Payments:**

The Personal Internet Banking Service is subject to daily transaction limits in respect of funds transfers and BPAY® payments. There are daily transaction limits for transactions performed when you access your Accounts through our Website.



There are separate and additional transaction limits for transactions performed when you access your Accounts through our Mobile App.

The current daily transaction limits for Internet banking services are set out in the table below.

For example, it is possible to transfer AUD500,000 between your Accounts with us by accessing our Website and to make a second transfer of AUD500,000 between those Accounts by using our Mobile App on the same day. This would result in a total transfer between your Accounts of AUD1 million).

	<b>Transaction type</b>	<b>Single transaction limit*</b>	<b>Daily limit*</b>
<b>Funds Transfer Domestic</b>	Transfer between your Bank of China (Australia) Limited Accounts (same currency)	AUD 500,000	AUD 500,000
		From August 2019: No limits	From August 2019: No limits
	Transfer between your Bank of China (Australia) Limited Accounts (different currencies)	AUD 500,000	AUD 500,000
	Transfer to a third party (Bank of China (Australia) Limited Account) (any currency)	AUD 50,000	AUD 50,000
	Transfer to yourself or third party (non-Bank of China (Australia) Limited Account) (from AUD to AUD)**)	AUD 50,000	AUD 50,000
<b>Funds Transfer International</b>	Transfer to yourself or third-party involving currency other than AUD or CNY	AUD 10,000	AUD 10,000
	Transfer to yourself or third-party account in the People's Republic of China in CNY currency	Not available.  Over the counter transfers only	Not available.  Over the counter transfers only
<b>Term Deposit</b>	Transfer funds from your savings or cheque account to a term deposit account (transfer between Bank of China (Australia) Limited Accounts)	AUD 1,000,000	AUD 2,000,000
		From August 2019: No limits	From August 2019: No limits
<b>BPAY® Payment (Domestic)</b>		AUD 50,000(this is subject to any limits set by <b>BPAY®</b> from time to time.)	AUD 50,000(this is subject to any limits set by <b>BPAY®</b> from time to time.)

\*For transfers in currencies other than AUD, the limits are based on the equivalent of the AUD amount listed.

\*\*Electronic funds transfers are not available in CNY. These transfers can only be made over the counter at a Bank of China retail branch.

You can view transaction limits through Mobile Banking. Open the Mobile banking App, tap on the menu and select **Settings** then **Payment limits**.

You can change the transaction limits, up to the maximum allowed in the table above, through the Mobile Banking app at any time.

If you require a transfer limit that is higher than available through Mobile Banking, call our Customer Service Hotline on 180 009 5566(within Australia) or +613 9670 6200(from overseas)

There are 4 separate transfer limits you can set. These are:

- Transfers to a third-party Bank of China Account (any currency);
- Transfer to any non-Bank of China account (AUD to AUD); ;
- All transfers involving currency other than AUD or CNY; and
- BPAY.

If all your limits are set to \$0, you can increase the limits via Mobile Banking.

**PLEASE NOTE: INCREASING YOUR DAILY LIMITS MAY INCREASE YOUR LIABILITY FOR UNAUTHORISED TRANSACTIONS.**

If you require a higher limit than you are able to set in Mobile Banking, call our 24-Hour Customer Service Hotline on 180 009 5566(within Australia) or +613 9670 6200(from overseas).

## Schedule 2

### Part A: Operating Hours for Business Internet banking Funds Transfers and BPAY® Payments:

#### Availability

Funds transfers may be made only if the funds are transferred from your Account held with us to a Permitted Destination Account in a permitted currency. The Permitted Destination Account institutions and currencies are those available on the Website from time to time.

#### Operating hours

The Operating Hours for the provision of Funds Transfer Instructions to the Bank are as follows and are based on the time in Sydney:

Operating Hours for acceptance of Funds Transfer instructions:	Time in Sydney
For all Funds Transfers	7 days 24 hours*

\*These times may change from time to time. We will notify you of any changes in the manner set out in the Section 1: clause Section 1: **7Error! Reference source not found.** of these Conditions of Use.

You may, with our agreement, set up a Scheduled Payment that is to be made at any time, 24 hours a day, 7 days a week.

#### When Funds Transfer instructions are processed after receipt

Funds Transfer instructions may be given to take effect:

- as soon as possible following receipt or
- at a future time (i.e. a Scheduled Payment).

Where a Funds Transfer is given to take effect as soon as possible, and where the Funds Transfer is accepted by the Bank, the Funds Transfer will be processed by the Bank at the following times:

Transaction type	When the instruction is made or scheduled to be made	When the transaction may be processed
For all Funds Transfer within Bank of China Limited (Sydney Branch) Account	<b>before</b> 5pm Sydney time on a Business Day	On the same day
	<b>after</b> 5pm Sydney time on a Business Day	on the next Business Day
For Funds Transfer Domestic to a non-Bank of China Limited (Sydney Branch) Account within Australia*	<b>before</b> 5pm Sydney time on a Business Day	On the same day
	<b>after</b> 5pm Sydney time on a Business Day	On the next Business Day
For all Funds Transfers International	<b>before</b> 5pm Sydney time on a Business Day	On the same day
	<b>after</b> 5pm Sydney time on a Business Day	On the next Business Day

\* express domestic Funds Transfer (RTGS) is processed by the Bank at the same Business Day if received before 4pm AEST. The Bank will process on the next Business Day if received after 4pm AEST.

Where a Scheduled Payment is scheduled to take place on a day that is not a Business Day (i.e. a Saturday, Sunday or public holidays on which banks are not open for business in Sydney), the Funds Transfer will take place on the next Business Day.

## BPAY® Payments

### *Availability*

Business Internet Banking allows you to make BPAY® Payments to organisations (Billers) accepting payments through the BPAY® Scheme.

To make BPAY® Payments log onto the Website and select the BPAY® option.

### *Operating Hours*

BPAY® is available via Business Internet Banking during the following Operating Hours (Sydney time):

- 24 hours on Business Days.

The above Operating Hours may change from time to time. We will notify you of any changes in the manner set out in Section 1: 7 of these Conditions of Use.

<b>If a BPAY® Payment Instruction is given to the Bank</b>	<b>The BPAY® Payment will be processed</b>
before 5pm Sydney time on a Business Day	by the end of the Business Day
after 5pm Sydney time on a Business Day	on the next Business Day

Where a BPAY® Payment request is made on a day that is not a Business Day, the request will be processed on the next Business Day.

### **Part B: Daily limits for Funds Transfers and BPAY® Payments:**

#### ***Funds Transfer and BPAY® Payment transaction limits***

Contact a Retail Branch to enquire about or to change transfer and BPAY® Payment transaction limits for Accounts through Business Internet Banking. Limits are subject to our approval in accordance with our internal policies and procedures from time to time.

Transfer and BPAY® Payment transaction limits can be set lower or higher than the default limits. We recommend lower transfer limits, for your protection against unauthorised transactions.

If you do not make any request concerning your transfer and BPAY® Payment transaction limits, default transfer limits, set by Bank of China from time to time (**Default Limits**) will apply. Default Limits are set in accordance with our internal policies and procedures and subject to any limits set by BPAY®. The current Default Limit for single transfers and BPAY® Payment transactions is AUD20,000 and the current Default Limit for daily transfers and BPAY® Payment transactions limit is AUD20,000. The Default Limits may change from time to time. We will notify you of any changes to the Default Limits.