



Account Access Methods

Conditions of Use

Effective as at 9 November 2023

Prepared by Bank of China Limited
ABN 29 002 979 955 AFSL 230547

Contents

Section 1 : General Information	2
1 Conditions of Use effective date	2
2 Agreeing to these conditions of use	2
3 What happens if you breach these Conditions of Use?	2
4 Fees and charges for Account access	3
5 Our right to freeze Accounts or refuse Transactions	3
6 Notification of changes	3
7 Notification	4
8 Assignment	4
9 Set-off arrangements	4
10 Severance	4
11 Rights	4
12 Governing Law and jurisdiction	5
13 Dispute Resolution Process	5
14 Customer Information and Privacy	6
Section 2 : Internet Banking	8
1 Establishing Business Internet Banking Services	8
2 Security Codes	9
3 Funds Transfers	10
4 Transfers to Accounts held with other ADIs in Australia	13
5 BPAY® Payments through the BPAY® Scheme	14
6 Account Inquiry (Account Management)	16
7 Suspension of Internet Banking Services	16
8 Your Security Obligations	16
9 Your Other Obligations	17
10 Verification of Instructions	17
11 Indemnity by you	18
12 Statements and Security Breach Notification	18
12.2 Notification of breach of Security Codes	18
Section 3 : Direct debits, recurring and periodical payments, direct credits and telegraphic transfers	18
1 Direct debits	18
1.1 Setting up a direct debit.....	19
1.2 Direct debit request service agreement.....	19

2	Direct credits	21
3	Telegraphic transfers	21
3.1	Overseas telegraphic transfer processing time	22
3.2	Domestic telegraphic transfer processing time	23
3.3	Cancellation and amendment of outward telegraphic transfers	23
3.4	Return of the payment.....	23
3.5	Fax and Email Instructions	23
3.6	Delayed Payment.....	24
3.7	Indemnity	24
Section 4 : Cheques		24
1	Writing cheques	25
2	What does 'not negotiable' mean?.....	26
3	What does 'account payee only' mean?	26
4	What does 'or bearer' mean?.....	26
5	Payment on cheques	26
6	Stopping payments on cheques	26
7	Incomplete cheques	26
8	Lost or stolen cheque books.....	27
9	Cancelling cheque access.....	27
10	Depositing a cheque	27
11	Clearing a cheque	28
12	Bank Cheques	28
Section 5 : Unauthorised and Disputed Transactions and Mistaken Internet Payments		29
1	Reporting loss, theft or misuse of a device (including unauthorised Transactions):	29
2	When you are entitled to a refund of unauthorised electronic Transactions	29
3	Your Liability.....	29
4	When you will be liable for a Transaction	30
5	Liability for Unauthorised Transactions.....	30
6	Liability for BPAY® Payments	31
7	Mistaken Internet Payments to or from your Account.....	32
7.1	Notified within 10 Business Days of mistaken payment to your Account.....	32
7.2	Notified between 10 Business Days and 7 Months of mistaken payment to your Account	32
7.3	Notified after 7 Months of mistaken payment to your Account.....	33
7.4	Funds mistakenly paid from your Account	33
7.5	When a mistaken payment can be recovered	33
7.6	When you will be liable for losses arising from a Mistaken Internet Payment	33
7.7	Complaints handling process	33
7.8	Mistaken payment as a result of our error	33

Section 6 : General	34
1.1 Records.....	34
1.2 Rights.....	34
1.3 Waivers, variations and consents.....	34
1.4 Invalidity	34
Section 7 : Definitions	34
Section 8 : Interpretation.....	37
1 Interpretation	37
2 Headings	38
3 Effect of Statutes and Regulations	38

Conditions of Use

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

- Cheques
- Internet Banking
- Over the counter deposits and withdrawals
- Remittance Services
- Passbook
- Direct Debit and Direct Credit
- BPAY®

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 Limited

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Customer Service: 1800 095 566

Overseas: +61 2 8871 5888

Fax: +61 2 8871 5499

Email: banking.au@bankofchina.com

Website: bankofchina.com/au

Details for each of Retail Branches are available on our website at bankofchina.com/au

Internet Banking Email and 24-Hour Customer Service Hotline:

Email: 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 Terms and Conditions,

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.

These Conditions of Use form part of your Account Terms and Conditions.

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

By agreeing to these Conditions of Use you acknowledge that we have the right to monitor and, where required by law or at our discretion, acting reasonably, 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 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, acting reasonably, do any or all of the following:

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

- cancel any Account Access Method

- 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 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.

5 Our right to freeze Accounts or refuse Transactions

We may delay, block, freeze or refuse a Transaction, 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 (except to the extent such loss is caused by our fraud, negligence or misconduct).

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

We may not give you advance notice if we delay, block, freeze or refuse a Transaction, or freeze or block your Account (for example, if it is reasonably necessary for us to act quickly to manage a risk). If we do not give you advance notice, and where it is reasonable for us to do so, we will give you a general reason and advise you within a reasonable time of exercising our discretion under this clause.

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 (except to the extent such loss or damage is caused by our fraud, negligence or misconduct).

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 (except to the extent such

loss or damage is caused by our fraud, negligence or misconduct).

6 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 the change is unfavorable to you including 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 6, 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. We may give you a shorter period, or no notice, of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

7 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.

8 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 or otherwise deal in any way with those rights where that other dealing is for legitimate business reasons..

9 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, we may, acting reasonably, 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 promptly inform you if this set-off right is exercised.

10 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.

11 How we may exercise rights and discretions

- a) When we exercise a right or discretion under these Conditions of Use, we will do it in a way that is fair and reasonable. This includes when we make changes to terms of these Conditions of Use or fees and charges. We can take a range of

things into account when exercising our rights and discretions. These include our legitimate business interests, our regulatory and prudential obligations, our cost of doing business, the management of any risks (including sanctions risks), and the prevention of the misuse of our facilities, including to prevent financial abuse or potential fraud or scams.

- b) We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate, including by imposing conditions.
- c) If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- d) Our rights under these Conditions of Use are cumulative with and do not exclude any other right.
- e) Our rights and remedies may be exercised by any of our employees or any other person we authorise.
- f) We are not liable for loss caused by the exercise of attempted exercise of, failure to exercise, failure to exercise, or delay in exercising, a right or remedy.

11A References to our fraud, negligence or misconduct

Where a provision of these Conditions of Use refers to our fraud, negligence or misconduct, then for the removal of doubt, that clause will be taken to include a reference to the fraud, negligence and misconduct of our officers, employees, contractors, agent, attorneys or receivers.

12 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. We will give any legal protections to you in the State or Territory in which you live.

13 Dispute Resolution Process

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.

Who is eligible for this service?

All of the Bank's customers have access to the Bank's dispute resolution process. However, you should be aware that any reference of a complaint to the Australian Financial Complaints Authority (AFCA) is primarily limited to individuals and small businesses as defined by AFCA. The definitions can be found on the AFCA website afca.org.au.

How to make a complaint?

- You can visit or call your local Branch or contact your Relationship Partner to submit a complaint. You can also contact us by calling +61 2 8871 5888. You should have all supporting documents or other evidence to support your grievance and consult us as to how you would like the Bank to resolve the matter. The Bank staff will provide you with contact information that you can use to seek an update on your complaint at any time.
- The Bank will seek to resolve a complaint effectively and fairly in the shortest time period and will endeavour to resolve matters within 24 hours. If your complaint has not been resolved to your satisfaction within 24 hours, please ask to speak to the Manager at our branch or our corporate business unit. We expect that the complaint should be dealt with within 5 working days of reference to the Manager, although best endeavours will be used to resolve the complaint within 24 hours. Please allow time where cases 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 working days, you are invited to contact the Bank's Complaint Officer on +61 2 8871 5888;
- A response should be received within 7 working days;
- The maximum response time for the Bank to respond to your complaint is 30 days. The Bank's response following any internal investigation will always include:

- the final outcome of the complaint, including actions taken by the Bank to resolve the matter or the reasons for the rejection;
- a description of your right to take the complaint to AFCA if you are not satisfied with the Bank's response;
- the AFCA contact details.
- If we are unable to resolve your complaint within 30 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 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.

- If you are not satisfied with our proposed resolution or any extended time for resolution of your dispute or complaint, you can contact our Customer Advocate on (02) 8871 5888 or at customeradvocate@bankofchina.com, who may be able to assist you or you can also contact the Australian Financial Complaints Authority (AFCA), an independent external dispute resolution service that is free to customers.

The contact details of the AFCA are as follows: Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call within Australia), 9am to 5pm AEST weekdays

Fax (03) 9613 6399

In writing to: Australian Financial Complaints Authority Limited
GPO Box 3, Melbourne VIC 3001

For more information, you can refer to Bank of China Limited's Customer Complaints Management Policy available at www.bankofchina.com/au

14 Customer Information and Privacy

We collect and use personal information in compliance with our Privacy Policy, available at www.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.

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 Ltd, 140 Sussex Street, SYDNEY, NSW 2000. Or by telephone on: 1-800-092-009 (toll-free) or 61 2 8871 8031 between 9:00 am and 5:00 pm Monday to Friday AEDT (not available on NSW public holidays or Bank Holiday).

Section 2: Internet Banking

You can apply for the Business Internet Banking Services, once you have an Account with us that is a savings account, a cheque account, a deposit account, a loan account, or any other Account type for which we are willing (from time to time) to permit Business Internet Banking access.

Where we have agreed to provide you with the Business Internet Banking Services in respect of one or more of your accounts with us, you can do some or all of the following things over the Internet:

- make account inquiries;
- access E-Statement;
- transfer funds between your linked accounts;
- transfer funds to another accounts held with us;
- transfer funds to another local bank;
- pay bills using BPAY®;
- view term deposits; and
- print, save and export your financial records.

1 Establishing Business Internet Banking Services

- 1.1 By signing the Application Form and each time you use the Business Internet Banking Services, you:
- agree to these Conditions of Use; and
 - acknowledge that nothing in these Conditions of Use affects the authorisation of any signatories authorised to operate your Accounts with the Bank by means of an access method that has been agreed to independently and outside the terms of these Conditions of Use.
- 1.2 If the Bank at any time provides additional or different Business Internet Banking Services and adds to or changes these Conditions of Use in connection with those services, by your first use of the additional or changed Business Internet Banking Services you agree to the additional or changed terms and conditions. Please refer to Section 4: 10 of the Terms and Conditions on the manner we inform you of the changes to these Conditions of Use.
- 1.3 Before you can use Business Internet Banking Services you must:
- (a) hold or open at least one savings, cheque, deposit or loan Account with the Bank;
 - (b) complete and submit a signed Application Form;
 - (c) be identified, as required by law (including anti-money laundering and counter-terrorism financing laws);
 - (d) ensure each Account Operator acquires an Account Operator ID, secure password and E-token; and
 - (e) ensure that each Account Operator personally collects the Account Operator ID, password and E-token from a branch of the Bank.
- 1.4 If you acquire Business Internet Banking Services, these services will apply to the Accounts with the Bank which you select in the Application Form.

- 1.5 When registering for Business Internet Banking Services, you are required to nominate at least one Account Operator. You acknowledge that each Account Operator you appoint will have control of your relevant Accounts with the Bank when accessing the Business Internet Banking Services, and when making decision on your behalf, subject to the limits of authority that you set with the Bank for that Account Operator.
- 1.6 You are liable for all Funds Transfers and BPAY® Payments carried out on your Accounts with the Bank by the Account Operators. Any cancellation by you of an Account Operator's authority will not be effective until your notification of the cancellation is received and processed by the Bank. You should ensure that all Account Operators are provided with a copy of these Conditions of Use.

2 Security Codes

- 2.1 To access the Business Internet Banking Services, the following must be successfully entered by the required Account Operator or by each required Account Operator:

- the Account Operator's ID;
- the Account Operator's secure password; and
- the dynamic password generated by the Account Operator's E-token.

The Account Operator must also successfully navigate the Captcha security system (which is designed to distinguish human users from computer programs used by hackers). The Captcha security system displays a series of distorted letters and symbols which must be retyped into the required field before access will be provided.

- 2.2 The Account Operator ID:
- is an alpha-numeric code of no less than 8 and no more than 20 digits;
 - identifies the Account Operator as an authorised Account Operator of the Account with the Bank; and
 - is initially issued by the Bank, but must be changed by the Account Operator as soon as possible following collection.

- 2.3 On any day once an Account Operator ID is entered, if the wrong password is entered 5 times, the Account Operator ID will be blocked and the Account Operator will not be allowed to attempt a further login until the next day. However, the Account Operator can request the Bank to reactivate the Account Operator ID by providing identity information required by the Bank.

- 2.4 The Account Operator's secure password:
- is an alpha-numeric code of no less than 8 and no more than 20 digits;
 - verifies the identity of the Account Operator to access the Business Internet Banking Services; and
 - is initially issued by the Bank, but must be changed by the Account Operator as soon as possible following collection.

If the Account Operator has forgotten or lost the secure password, you must apply to the Bank to reset the password.

- 2.5 The dynamic password:
- is a random 6 digit number generated by the E-token, and is displayed on a small screen on the E-token;
 - is typically generated every 60 seconds which is the life span of the password;

- can only be used during the life span. The same one-time password cannot be used more than once.
- 2.6 On any day, if an invalid dynamic password is entered 5 times consecutively, the E-token will be automatically locked. The Account Operator will not be allowed to attempt a further login until after the Account Operator has made a successful request for us to unlock the E-token and has provided proof of the Account Operator's identity, to the Bank's satisfaction. If the Account Operator loses or misplaces an E-token, you must apply to the Bank for a replacement E-token.

3 Funds Transfers

- 3.1 You (and your Account Operators) may instruct the Bank to make a Funds Transfer ONLY:
- from a Permitted Linked Account;
 - to a Permitted Destination Account;
 - during (and to take effect during) Operating Hours;
 - subject to the maximum daily transaction limits (where applicable);
 - subject to any applicable minimum transaction limits as set out in Schedule 1;
 - subject to compliance with the authorisation requirements and authorisation levels applicable to your Account Operators in respect of the requested transaction amount; and
 - subject to any other maximum or minimum limits or other restrictions that the Bank may set from time to time on the Website.
- Note: see clause 3.14 of this Section and Schedule 1 for further details.
- 3.2 If the Destination Account is denominated in a currency that is different to the currency of the Linked Account, you agree that your instruction to transfer funds also includes an instruction to the Bank 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, at the Bank's election, be treated as such an instruction where the required payment currency differs from the currency of the Linked Account.
- 3.3 Subject to clause 3.6 of this Section, a foreign currency exchange that is made by the Bank will be undertaken at the exchange rates applicable from time to time at the Bank for such an exchange of currencies. Indicative exchange rates are available by contacting staff at a branch of the Bank. Indicative exchange rates can also be viewed from the Business Internet Funds Transfer screens on the Website (except for foreign exchange rates for funds transfers to third parties that hold Accounts with the Bank).
- 3.4 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 both English or Chinese Pinyin and Chinese characters), your Funds Transfer may not be processed.
- 3.5 If the Destination Bank imposes charges for receiving the fund, you may choose to bear such charges yourself by authorising the Bank to direct debit your Account with the Bank (choosing "ours" on the Website) or instruct the Destination Bank to deduct the charges from the Destination Account (selecting "share" on the Website).

- 3.6 For international Funds Transfers, if you do not comply with clause 3.2 of this Section 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 until further instructions are provided by you to it. You may then either instruct the financial institution that maintains the Destination Account:
- to not proceed with the Funds Transfer and to return your funds to the Linked Account from which they were initially drawn; or
 - to proceed with the Funds Transfer, in which case you must personally attend a branch of the Bank, to provide authorisation for the other financial institution 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 financial institution that maintains the Destination Account as to whether or not it will agree to proceed with the requested Funds Transfer.

- 3.7 Any foreign currency exchange undertaken after the funds leave the Bank in the circumstances outlined in clause 3.6 of this Section will be undertaken by and at the exchange rate specified by the financial institution that maintains the Destination Account.
- 3.8 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. However, you can contact the Bank and it will take reasonable steps to cancel or amend a Funds Transfer (but may not be able to in all circumstances). You should check the status of the Funds Transfer in order to confirm whether it is accepted or rejected.
- 3.9 During Operating Hours, you can give a Funds Transfer instruction to take effect:
- as soon as possible on receipt; or
 - at a future time (i.e. a Scheduled Payment).

HOWEVER if any Scheduled Payment that is scheduled for a day that is not a Business Day, it will take effect on the next Business Day.

- 3.10 The Bank is not liable for any loss or damage arising from you not being aware that a transaction is rejected (except to the extent such loss or damage is caused by our fraud, negligence or misconduct).
- 3.11 Following the Bank's receipt of a Funds Transfer instruction, the Bank will display messages on the Business Internet Banking Funds Transfer Screens of the Website about the status of the requested transaction. A message about the status of a requested transaction will not be displayed before the bank commences to review or process the Funds Transfer instruction.

Where the "transaction status" message is only able to record the initial or immediate status of a Funds Transfer instruction, the following message (where applicable) will be displayed on the screen linked to the Funds Transfer "Inquiry" tab on the Business Internet Banking screen of the Website:

- "Submit Successful" if your Funds Transfer instruction is received by Bank, this message will initiate for immediate status;
- "being processed by bank" if the Bank is in the process of processing the Funds Transfer in accordance with your instruction;
- "To be authorized" a Funds Transfer instruction is pending authorization by the

authorizer;

- “Authorization returned” a Funds Transfer instruction has been returned by the authorizer;
- “Authorization rejected” a Funds Transfer instruction has been rejected by the authorizer; or
- “Cancelled” a Funds Transfer instruction has been cancelled by Account Operators after authorizing successfully.

Where the Bank has processed, or commenced to process, a Funds Transfer instruction, the following message (where applicable) will be displayed in a screen linked to the "Inquiry" tab that is located on the Business Internet Banking screen of the Website, but the relevant message will be displayed only after the Bank has processed (or commenced to seek to process) the Funds Transfer instruction:

- "transaction successful" if the Bank has transferred the funds either:
 - to a Destination Account within the Bank; or
 - to another financial institution for credit to the Destination Account (but see also clause 3.5 of this Section); or
- “transaction failed” if the Funds Transfer has failed. The reasons for the failed transaction will also be indicated: such as “not enough funds available” in your Account; or
- "to be authorized by bank" if your Funds Transfer instruction is pending authorisation by the Bank for any reason; or
- “Transaction status unknown” which indicates that the Funds Transfer instruction may have 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).

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

Where a transaction status indicates "transaction successful" or "to be authorized by bank", or “being processed by bank”, 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 Destination Bank requires to process the funds.

- 3.12 The Bank has no obligation to check account names against account numbers when transferring funds in accordance with your Funds Transfer instruction. Instead, it transfers funds based solely on the account number you give. You are responsible for any errors or inaccuracies in Funds Transfer instructions. Where reasonably practicable, the Bank will assist you to mitigate your loss.
- 3.13 Where the Bank makes an error in a Funds Transfer, it will do everything reasonably practicable to rectify the error and will compensate you for any loss directly and solely resulting from the error, but is not:
- otherwise liable to you (except to the extent of the Bank's fraud, negligence or misconduct); nor
 - liable to the extent that the loss is contributed to by your act or omission.
- 3.14 The Bank is not responsible for failing to comply with any Funds Transfer instruction if:
- it is unclear or incomplete;

- it does not conform to the directions on the Website (for example as to Permitted Destination Account);
- the amount required to be sent does not meet or exceeds any applicable transaction limit imposed by the Bank;
- the currency of the Linked Account is different to the currency of the Destination Account and you have not provided the Bank with a foreign exchange instruction: (see clause 3.2 of this Section);
- it is given or is to take effect outside Operating Hours;
- the Bank is not satisfied that the instruction has been provided by you;
- the Linked Account has insufficient funds or insufficient pre-agreed credit to carry out the Funds Transfer;
- the Linked Account has been frozen for any reason or there is a legal impediment to processing the Funds Transfer;
- the Destination Account cannot be identified;
- the Bank believes the transaction is, or could be, fraudulent; or
- the Funds Transfer cannot be processed due to any other circumstances beyond the Bank's reasonable control, including communications with or any action by any other financial institution,

except to the extent any failure is caused by the Bank's fraud, negligence or misconduct.

3.15 Each Account Operator must be given the appropriate authority level in order to authorise Funds Transfers. An Account with the Bank may be subject to up to four authority levels. You must specify at each authority level the number of Account Operators required to jointly or individually authorise the transfers and list the names of the Account Operators at that authority level.

You must also specify the number of Account Operators that must each provide their authority for a transaction request to be authorised by you at each relevant authority level. Please note that the number of the Account Operators listed may differ from the number of Account Operators required to jointly authorise the transfers. For example, if you list the names of **three** Account Operators at Level I and provide the number of Account Operators required to transfer funds at that Level I (within the maximum value for any single Funds Transfer) to be **two**, any **two of the three** named Account Operators may authorise the Funds Transfer.

Refer to Section 5:1.6 of the Terms and Conditions for account access and authority to operate terms and conditions including multiple level and single authority levels. You can obtain the current version of this document on the Bank's website at www.bankofchina.com/au or from the Bank's retail branches in Australia during Business Hours.

4 Transfers to Accounts held with other ADIs in Australia

You can transfer funds from Australian dollar and other currency Linked Accounts to Accounts held with other ADIs through Business Internet 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 Business Internet 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) during (and to take effect during) Operating Hours for a BPAY® Payment or on a day that is not a Business Day;
 - (iv) in AUD;
 - (v) subject to the maximum daily Transaction limits as listed in Schedule 1 in these Conditions of Use; and
 - (vi) 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, the Account Operator enters the correct Account Operator ID, password and dynamic password generated by the Account Operator's 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 sub-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 5: 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.

You should note, however, that you may only request a BPAY® Payment during Operating Hours for a BPAY® Payment.
- (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) your Account Operator instructs us to make a BPAY® Payment either on a day that is not a Business Day, or after 5.00pm on a Business Day and during Operating Hours;
 - (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) of this Section 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 5 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 may provide notice in certain circumstances, however 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 Account Inquiry (Account Management)

The Account Operators with proper level of authority may view real-time balance, historical balance, today's transaction or historical transaction of your Accounts with the Bank. The Account Operators with the required level of authority may also check the status of any Funds Transfer using the "Payment Transaction Enquiry" function.

7 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.

8 Your Security Obligations

- (a) You are responsible for ensuring that you have:
 - (i) all of the computer 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 Business Internet Banking Services and to prevent any unauthorised access to the Account Operators' computers or their content and any communications equipment used for the purposes of the Internet Banking Services.
- (b) The Account Operator 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 aaaaaa.
- (c) Your Account Operators must:
 - (i) Comply with the Account Operator obligations in relation to Account security specified in Schedule 2;
 - (ii) keep their username, Password and E-token secure;
 - (iii) change their username on receipt - once changed, the username cannot be further altered; and
 - (iv) change their Password on receipt - and subsequently and regularly (at least once every 3 Months).
- (d) You and each Account operator must ensure that the Account Operator ID and Password are not:
 - (i) stored in any manner which indicates that they are Security Codes;
 - (ii) used after we or you have notified you that the Account Operator's right to use Business 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;

- (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 or an Account Operator is aware of any breach of the Account Operator ID, Password or E-token security (including if an E-token is lost) you or the Account Operator 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 5, any losses that occur prior to the notification taking effect will be borne by you. Our contact details are set out in Schedule 2 for contact details.
- (f) You are responsible for informing us promptly if you remove any existing Account Operator or their authority. The notification of such a matter will take effect immediately after it is received by us. Any losses that occur prior to the notification taking effect will be borne by you.
- (g) This clause 8 of this Section and Schedule 2 provides how you and each Account Operator should protect the security of your methods of access to the Business Internet Banking Services. Your liability for any losses resulting from unauthorised Transactions will be determined under Section 5.

9 Your Other Obligations

- (a) When using the Business Internet Banking Services, you must:
- (i) act in accordance with these Conditions of Use;
 - (ii) act in accordance with the Terms and Conditions;
 - (iii) comply with all relevant laws; and
 - (iv) comply with all terms of use of the Website appearing on the Website.
- (b) You and the Account operators must comply with all reasonable directions from us from time to time in relation to the use of the Business Internet Banking Services.
- (c) You warrant the truth, accuracy and completeness of all information you and your Account Operators give us:
- (i) in any Application Form; or
 - (ii) when using the Business Internet Banking Services; or
 - (iii) otherwise in respect of any Linked Account,
- and you acknowledge and agree that, in agreeing to provide the Business Internet Banking Services to you, we are relying on the truth, accuracy and completeness of all information given by you and your Account Operators.
- (d) You must notify us promptly if there are any changes to the information you provided in an Application Form.

10 Verification of Instructions

- (a) When we receive a request or instruction for Business Internet Banking Services, we will take the following steps to verify that the person who is making the request, or giving the instruction, is your authorised Account Operator by reference to the entry of the correct Account Operator ID and password and

dynamic password. The Bank will also verify the authority level of the Account Operator.

- (b) Once the Bank has verified that the person providing a request of instructions for a Business Internet Banking Service is your authorised Account Operator, in accordance with clause 10(a) of this Section, 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 the Account Operator ID and password, dynamic password and authority level of the Account Operator.

11 Indemnity by you

- (a) In addition to any other indemnity provided by you to the Bank and subject to Section 5: 5 Liability for Unauthorised Transactions and Section 5:6 Liability for BPAY® Payments, you indemnify the Bank and must pay the Bank on demand the amount of any losses, costs and expenses that the Bank suffers or incurs as a result of the Bank complying with an instruction from you (except to the extent any losses, costs or expenses are caused by the Bank's fraud, negligence or misconduct).
- (b) This indemnity is a continuing indemnity and is not affected by anything which may otherwise affect it at law or in equity or by statute or otherwise.

12 Statements and Security Breach Notification

12.1 Statements

Transactions conducted by using the Business Banking Internet Banking Services will be recorded on the statements in respect of your Accounts with the Bank which are provided to you in accordance with the Terms and Conditions.

12.2 Notification of breach of Security Codes

You may give notice to the Bank of any breach of an Account Operator ID or password or E-token by telephone. Any notification by you pursuant to this clause will take effect immediately after the Bank receives the telephone call. Our contact information is set out at the end of Schedule 2.

Section 3: Direct debits, recurring and periodical payments, direct credits and telegraphic transfers

1 Direct debits

For Joint Accounts 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 30 days in advance of any change. If you disagree with this change, please notify us within these 30 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.
(you will need to complete a new Direct Debit Request form);
 - (ii) change your nominated account details;
(you will need to complete a new Direct Debit Request form).
 - (iii) 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;
 - (iv) cancel the agreement;
 - (v) stop or defer an individual payment;
 - (vi) 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 5 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 5, 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 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.

3 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 (except to the extent any loss or damage is caused by our fraud, negligence or misconduct). 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.

Once the foreign exchange transaction has been agreed and executed, the transaction cannot be cancelled. If you want to cancel the remittances conducted via telegraphic transfer (provided that the Bank agrees to such cancellation at its discretion), foreign exchange transactions may be executed to convert the foreign currency back to the currency of the initial transaction and such foreign currency conversion will be conducted by using the Bank's prevailing telegraphic transfer buying rate at the time of cancellation. This exchange rate will likely be different from the rate applying at the time the remittance amount was originally converted and may result in some foreign exchange loss to you. You agree to be responsible for any loss or costs or expenses associated with your requested cancellation.

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.

3.1 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.

Different regulatory requirements apply depending upon the currency you need to send and the country to which you are sending it to. It is your responsibility to know and understand the regulatory requirements of these jurisdictions prior to sending payments to these places. Many countries (including but not limited to Mainland China) have specific requirements when sending funds to their country. For example, a country may impose a maximum limit on how much an individual beneficiary may receive during each calendar year. It is important that you understand what additional details some of these countries request as part of the payment instructions to ensure a successful delivery. You will have to comply with any relevant regulatory requirements both in the country where the payment is processed and where the payment is received. If your remittance is delayed or rejected and the payment returned due to such foreign currency restrictions applicable to the relevant transaction, the Bank is not responsible for any delay or rejection or return of payments as a result of insufficient regulatory information being included on your payment instructions.

Please note that some countries require the Bank to provide documentation supporting the nature and reason for the payment. Therefore, the Bank will request such information from you at any time.

3.2 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).

3.3 Cancellation and amendment of outward telegraphic transfers

You may cancel or amend a telegraphic transfer instruction by completing an application form in the form acceptable to the Bank.

If the payment has not been processed at the time of your request for cancellation or amendment, the Bank will refund you the transaction amount.

If the payment has been processed at the time of your request for cancellation, the Bank would inform the beneficiary bank to return the funds or process the transfer according to your amended instructions, as applicable. However, if the payment has gone through, you may not receive a refund of the transaction amount.

There are applicable fees associated with cancellation and amendment of telegraphic transfers. Please refer to the Bank's Schedule of Fees and Charges for details. The beneficiary bank may also impose fees and charges for their services. Those fees and charges may be deducted from the transaction amount.

3.4 Return of the payment

Occasionally the correspondent bank or the paying bank may notify the Bank that, due to incomplete or inaccurate payment instructions, they could not process the payment and want to seek further instructions from the Bank. If this happens, the Bank will contact you and seek further instructions from you. You may instruct the Bank to either amend your payment instructions by providing the correct or additional information requested from the correspondent bank or the beneficiary bank in order to proceed with the payment, or instruct the Bank to request a refund from the correspondent bank or the paying bank.

Where the beneficiary/payee refuses to accept the money or where the correspondent bank or the beneficiary bank does not have sufficient information to identify the beneficiary/payee, telegraphic transfers may be returned by the correspondent bank or the beneficiary bank without any prior notice to us. If this happens, the Bank will notify you and refund you with the telegraphic transfer amount (less any associated fees and costs charged by the Bank or the correspondent bank or the beneficiary bank) to your account with us.

Please note that the relevant fees and charges in the Bank's Schedule of Fees and Charges are subject to the terms and conditions by the correspondent bank or the beneficiary bank (including any associated fees and costs imposed by them).

3.5 Fax and Email Instructions

The Bank may accept instructions from you by fax or email to request outward remittances services if you have entered into an agreement to this effect with the Bank.

The acceptance of instructions from you by fax or email will be subject to the Bank's discretion, acting reasonably.

You authorise us to rely upon and act on your behalf in accordance with any fax or email instructions.

However;

- (a) in the case of fax instructions, the instructions must be signed by the authorised signatories and the signatures must appear reasonably similar to the specimen signature of your authorised signatories; and
- (b) in the case of email instructions, the instructions must attach a scanned copy of your written instructions signed by your authorised signatories. We will not be held liable for any losses or damages if we acted upon your instructions in good faith.

We reserve the right, at our discretion, acting reasonably, to request additional identification information or information relating to any transaction or to decline to carry out any transaction and we shall not be liable to you for any loss or damages arising from requesting more information from you or non-completion of any transaction (except to the extent any loss or damages is caused by the Bank's fraud, negligence or misconduct).

It is your responsibility to notify us in writing of any changes in relation to your authorised signatories and to provide us with the specimen signature if an authorised signatory is to be added to your account.

3.6 Delayed Payment

The Bank is unable to guarantee receipt of the funds by the beneficiary/payee within the normal clearing process timeframe as the transaction may be delayed by factors outside of our control, such as inaccurate payment instructions. The normal timeframes are provided by way of indication only.

The Bank may contact you to confirm your instructions or identity and may ask you to undertake further actions (such as an identification check). If the Bank is unable to confirm your instructions or your identity to its satisfaction, the Bank may decide in its discretion, acting reasonably, to delay, block or refuse to make payment and in doing so will not be held responsible to you or the beneficiary/payee for any costs, losses or damages caused (except to the extent of the Bank's fraud, negligence or misconduct).

You agree that the Bank is merely providing a facility for making payments or fund transfers and the Bank is not associated with or part of the underlying transaction (if any) between you and the beneficiary/payee. You agree and confirm that in the event of any dispute with the designated beneficiary/payee, you shall not be entitled to make the Bank a party to the dispute.

3.7 Indemnity

To the extent permitted by law, and in addition to any other indemnity contained in these Conditions of Use, you agree to indemnify us against any claim, action, demand, loss, damage, cost, expense, or liability incurred by or threatened against us as a direct or indirect result of or in connection with any telegraphic transfers including but without limitation if we act on or fail to act on any instruction (by fax or email) issued by you except to the extent caused by our negligence, fraud or misconduct.

Section 4: 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 the 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 4: 1 Writing cheques to Section 4:9 Cancelling cheque access. See also Section 4: 6 Stopping payments on cheques and Section 4: 8 Lost or stolen cheque books for information on how stop payments on cheques and what to do if your cheque book is lost or stolen respectively.

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 be 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) 8235 5888, at a Retail Branch. 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) 8235 5888 or at one of our Retail Branches. Refer also to the Stopping Payments on Cheques at clause 6 of this Section. 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, acting reasonably, 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 promptly 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 4.

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 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 5: 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), Devices and Pass Codes (including your E-token and any PIN number/Passwords).

To report:

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

you can tell us by telephoning us on (02) 8871 5888. If any document, 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. Please refer to Section 5: 3 Your Liability 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, or Devices.

2 When you are entitled to a refund of unauthorised electronic Transactions

Subject to this Section 5, we will refund any unauthorised Business Internet Banking Services Transactions where you are not liable for the unauthorised electronic Transaction as set out in Section 5.

3 Your Liability

Subject to your entitlements to a refund set out in Section 5.2 and your limitation of liability of \$150 set out in Section 5.4, we will not be liable to you for any loss 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;
- any dispute between you and the supplier of any goods and/or services purchased via the Business Internet Banking Services;
- our taking any action required by any government, federal or state law or regulation or court order; or
- anything specifically excluded or limited elsewhere in these Conditions of Use, except to the extent any loss was caused by our fraud, negligence or misconduct.

We will be liable to you for any losses you suffer, including indirect and Consequential Losses caused by the failure of any electronic equipment not within your control 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 When you will be liable for a Transaction

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

5 Liability for Unauthorised Transactions

- 5.1 Subject to the provisions set out in this clause 5, you are liable for all Funds Transfer and BPAY® Payment transactions carried out in respect of your Accounts with the Bank. This clause 5 sets out the provisions that deal with who is liable for any unauthorised transactions that take place. An unauthorised transaction is an electronic funds transfer from an Account that is a Funds Transfer or a BPAY Payment that has taken place without the knowledge or consent of an Account Operator.
- 5.2 Subject to clause 5.3, you will be liable for any unauthorised transactions if, the Bank proves on the balance of probabilities that:
- the loss was due to fraud on your part or the fraud of an Account Operator or breach of the pass code security requirements by you or the Account Operator;
 - the loss occurred before you notified the Bank of a breach of any of the Security Codes;
 - there was unreasonable delay in your notifying the Bank after becoming aware of a security breach of an Account Operator ID, password or E-token (including loss or theft of an E-token);
 - the loss was due to disclosure of any Account Operator ID, password or E-token;
 - you and/or your Account Operators acted with extreme carelessness when safeguarding an Account Operator ID, password or E-token; or
 - your Account Operator selected a code which the Bank specifically warned you against (e.g. date of birth, aaaa etc): see Section 28 and Schedule 2.
- 5.3 Even if you are liable as a result of any of the above examples, you will not be liable for:
- the portion of the losses incurred in one day which exceeds your applicable daily transaction limit;
 - the portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
 - the portion of the total losses incurred on any Account which exceeds the balance of that Account; and.
 - all losses incurred on any Accounts which the Bank did not agree could be accessed using the access method.
- 5.4 If it cannot be proven that you contributed towards the loss caused by an unauthorised transaction, and where a Security Code was required to perform the unauthorised transaction, you will be liable for the lesser of:
- \$150;

- the balance of those Account(s) from which funds were transferred in the unauthorised transactions and which the Bank had agreed with you may be accessed using the access method; or
- the actual loss at the time you notify the Bank (where relevant) that the Security Codes have been breached (excluding that portion of any money lost on any one day that is more than the applicable daily transaction or other periodic transaction limits).

5.5 The Bank will be liable for any unauthorised transactions if:

- it is clear that you or an Account Operator did not contribute to the losses;
- the loss occurred due to the fraudulent or negligent conduct of the Bank's employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;
- the loss resulted from any component of the access method being forged, faulty, expired or cancelled;
- the loss occurred prior to an Account Operator receiving a Security Code;
- the loss was caused by the same transaction being incorrectly debited more than once to the same Account; or
- the losses occurred after you had already notified the Bank that a Security Code security had been breached.

6 Liability for BPAY® Payments

6.1 If under Section 5: 5, you are liable for an unauthorised or fraudulent BPAY® Payment, then your liability is limited to the lesser of:

- the amount of that unauthorised or fraudulent BPAY® Payment; and
- the limit (if any) of your liability set out in Section 5: 5 above.

In the latter case, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent BPAY® Payment.

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

- you become aware of any delays or mistakes in processing your BPAY® Payments;
- if you did not authorise a BPAY® Payment that has been made from your Account with the Bank; or
- if you think that you have been fraudulently induced to make a BPAY® Payment.

We will attempt to rectify any such matters in relation to your BPAY® Payments in the way as set out in this clause 6. However, except as set out in Section 5: 5, this clause 6 and Section 5: 20 of the Terms and Conditions, the Bank will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme.

6.3 If a BPAY® Payment is made to a person or for an amount, which is not in accordance with your Account Operator's instructions (if any), and your Account with the Bank was debited for the amount of that payment, we will credit that amount to your Account. However, if your Account Operator was responsible for the mistake resulting in that payment and the Bank cannot recover the amount of that payment from the person

who received it within 20 Business Days of the Bank attempting to do so, you must pay the Bank that amount.

- 6.4 If a BPAY® Payment is made in accordance with a payment direction, which appeared to us to be from your Account Operator but for which your Account Operator did not give authority, the Bank will credit your Account with the amount of that unauthorised payment. However, you must pay the Bank the amount of that unauthorised payment if:
- we cannot recover within 20 Business Days of the Bank attempting to do so that amount from the person who received it; and
 - the payment was made as a result of a payment direction which did comply with the Bank's prescribed security procedures for such payment directions and entry was made into the system of the correct Account Operator ID, password and dynamic password from the Account Operator's E-token.
- 6.5 If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that other person must refund you the amount of the fraud-induced payment.
- 6.6 If you tell the Bank that a BPAY® Payment made from your Account is unauthorised, you must first give the Bank your written consent addressed to the Biller who received that BPAY® Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY® Payment, including your customer reference number and such information we reasonably require to investigate the BPAY® Payment. If you do not give the Bank that consent, the Biller may not be permitted under law to disclose to the Bank the information the Bank needs to investigate or rectify that BPAY® Payment.

7 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.

7.1 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.

7.2 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.

7.3 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.

7.4 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 our 24 Hour Customer Services Hotline, available at the front of these Conditions of Use.

7.5 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.

7.6 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.

7.7 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 4: 8 of the Terms and Conditions for more information.

7.8 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 6: General

1.1 Records

You will be able to access records of Funds Transfers for a period of 12 months from the date of the transfer.

1.2 Rights

The Bank's rights in these Conditions of Use are cumulative with and do not exclude any other right.

The Bank may exercise or not exercise a right (including the making or not making of any determination) in its reasonable discretion and the Bank is not required to give any reasons for its decision.

1.3 Waivers, variations and consents

Any waiver or consent by the Bank is effective only if it is in writing signed by or on behalf of the Bank and then only to the extent expressly stated in writing and in the specific instance and for the specific purpose for which it is given.

No failure on the part of the Bank to exercise, or delay on its part in exercising, any of its rights operates as a waiver of them.

No provision of these Conditions of Use or right conferred by it can be varied except in writing signed by the parties.

1.4 Invalidity

If any part of these Conditions of Use is for any reason unenforceable that part is to be read down to the extent necessary to preserve its operation and if it cannot be read down it is to be severed.

Section 7: 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, you, or your 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.

Account Operator means someone you have authorised and we have approved to use the Business Banking Internet Services on your behalf.

Account Operator ID means the Account Operator identification code, as explained in Section 22.2 of these Conditions of Use.

Application Form means a Bank of China Account application form that you have completed to open an Account.

AUD means Australian dollar.

Authorised Signatory means a person authorised by you and accepted by us to operate 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.

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® Scheme and has informed you that it will accept payments via the BPAY® Scheme.

BPAY® or BPAY® Scheme means the electronic payment scheme operated by BPAY Pty Ltd to effect payments to Billers.

BPAY® Payment means a payment you instruct us to make on your behalf to a Biller through the BPAY® 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 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.

Code means a PIN, 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.

Consequential Loss means any loss or damage suffered by a party which is indirect or consequential, loss of revenue, loss of profits, loss of goodwill or credit, loss of use, loss of data, damage to credit rating, loss or denial of opportunity, or increased overhead costs.

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

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, an E-token, a mobile phone, a tablet, a smart watch, a desk-top 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.

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

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 (this

definition does not include telegraphic transfers referred to in Section 3: 3 Telegraphic transfers);

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;

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

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

Linked Account for the purposes of 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 Internet Banking Services.

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 'Transfer and remittance' 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®.

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 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

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

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.

Permitted Linked Account means each Account with the Bank from time to time permitted by us to be a Linked Account for Funds Transfers and BPAY® Payments.

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 or any Device through electronic equipment. In these Conditions of Use, the PIN is also referred to as your Password where applicable.

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

Savings, Investment and Term Deposit Account means the Account you hold with us that is a:

- Demand Deposit Account;
- Cheque Account;
- Cash Management Call Account; or
- Term Deposit Account

as described in the Terms and Conditions which are available on our Website.

Schedule of Fees and Charges means the schedule of fees applying to the Accounts as published from time to time by the Bank. You can obtain the current version of this document on the Bank's website at www.bankofchina.com/au or from any time or in the Bank's retail branches in Australia during Business Hours

Scheduled Payment means a scheduled payment described in Section 23.9 of these Conditions of Use.

Security Code means any of the security Codes specified in Section 22 of these Conditions of Use, including your Account Operator ID and Password and your E-token Code.

Terms and Conditions means the Savings, Investment, and Term Deposit Account Terms and Conditions document issued by the Bank, which are subject to change from time to time. You can obtain the current version of these documents on the Bank's website at www.bankofchina.com/au or from any time or in the Bank's retail branches in Australia during Business Hours.

Transaction includes any transfer, purchase or withdrawal.

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

We, us, our, Bank, or Bank of China means Bank of China Limited ABN 29 002 979 955 AFSL 230547 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.

Section 8: Interpretation

1 Interpretation

In these Conditions of Use, unless the contrary intention appears:

- (a) a reference to a Security Code means the then current Security Code, as updated from time to time;
- (b) a reference to these Conditions of Use or any other document includes any variation or replacement of it;
- (c) a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments and replacements of it;
- (d) the singular includes the plural and vice versa;
- (e) a reference to one gender includes each other gender;
- (f) the word "person" includes a firm, corporation, body corporate, unincorporated association or governmental agency;
- (g) a reference to a person includes a reference to the person's executors, administrators, legal personal representatives, successors and permitted assigns;
- (h) an agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them and any one or more of them jointly and severally;
- (i) a reference to a party means a person who is named as a party to, and is bound to comply with the provisions of, these Conditions of Use;
- (j) a reference to "includes" or "including" means "includes, without limitation" and "including, without limitation" respectively;
- (k) where a word or phrase is given a defined meaning in these Conditions of Use, the other grammatical forms of the word or phrase have a corresponding meaning;
- (l) a reference to an act includes an omission and doing an act includes executing a document;
- (m) a reference to any thing is a reference to the whole or any part of it and a reference to a group of persons or things is a reference to each of them individually and any two or more of them collectively; and
- (n) a reference to a right includes an interest, power, remedy, privilege and cause of action however arising.

2 Headings

A heading is for reference only. It does not affect the meaning or interpretation of these Conditions of Use.

3 Effect of Statutes and Regulations

If a statute or regulation only applies insofar as a contrary intention is not expressed in these Conditions of Use, the terms of these Conditions of Use prevail where the application of that statute or regulation would adversely affect or otherwise restrict any right of the Bank.

Schedule 1

FUNDS TRANSFERS AND BPAY® PAYMENTS

Funds Transfers

Availability

Funds transfers may be made only if the funds are transferred from your 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

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 Section 4: 10 of the Terms and Conditions.

You may, with the Bank's 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	before 5pm Sydney time on a Business Day	On the same day
	after 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*	before 5pm Sydney time on a Business Day	On the same day
	after 5pm Sydney time on a Business Day	On the next Business Day
For all Funds Transfers International	before 5pm Sydney time on a Business Day	On the same day
	after 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.

Funds Transfer transaction limits

You can request transaction limits for your Accounts with the Bank to which Business Internet Banking gives you access, subject to the Bank's approval in accordance with the Bank internal policies and procedures from time to time. If you wish to set transaction limits that are lower or higher than the default transaction limits, you need to contact us and make a specific request. We recommend that you set lower transaction limits, for your own protection against unauthorised transactions.

If you do not make any request concerning your transaction limits, we will apply the default transaction limits set by the Bank from time to time in accordance with the Bank internal policies and procedures. The current single transaction limit is AUD20,000 and the daily transaction limit is AUD20,000. The default transaction limits may change from time to time. We will give you reasonable notice of any changes to the default transaction limits.

BPAY® Payments

Availability

Business Internet Banking allows you to request 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 request to make BPAY® Payments by logging onto the Website and selecting 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 4: 10 of the Terms and Conditions.

If a BPAY® Payment Instruction is given to the Bank	The BPAY® Payment will be processed
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.	

BPAY® Payment transaction limit

You can request transaction limits for your Accounts with the Bank to which Business Internet Banking gives you access, subject to the Bank’s approval in accordance with the Bank internal policies and procedures from time to time. If you wish to set transaction limits that are lower or higher than the default transaction limits, you need to contact us and make a specific request. We recommend that you set lower transaction limits, for your own protection against unauthorised transactions.

If you do not make any request concerning your transaction limits, we will apply the default transaction limits set by the Bank from time to time in accordance with the Bank internal policies and procedures. The current single transaction limit is AUD20,000 and the daily transaction limit is AUD20,000. The default transaction limits may change from time to time. We will give you reasonable notice of any changes to the default transaction limits. These transaction limits cover BPAY Payments transactions.

Schedule 2

USERNAME, PASSWORD AND E-TOKEN SECURITY

Username, password and E-token security

In order to access Business Internet Banking, an Account Operator needs an Account Operator ID, password and E-token.

Secure usernames, website passwords and E-tokens must be collected in person by the authorised Account Operator at a branch of the Bank. The Account Operators must change their secure usernames and passwords as soon as they are received.

The authorised Account Operator should ensure that they do not select passwords which are an obvious word or number or one that can be found in a purse or wallet or can be easily guessed by someone else (such as a date of birth, middle name, family member's name or driver's licence number).

The authorised Account Operator should take care that they do not:

- disclose their username or passwords to anyone (not even family and friends);
- allow others to observe them as they are entering their username or passwords; or
- leave their E-token in an unsafe place or allow others (including family and friends) to have possession of it.

The Bank discourages recording of Account Operator ID or passwords in any form. If the authorised Account Operator needs to record their username or passwords, it is highly recommended that steps be taken to disguise this information. The Bank will not be liable for any losses that occur where there was not a reasonable attempt to disguise the username or password.

The following are not considered to be reasonable attempts to disguise an Account Operator ID or password:

- recording it in reverse order;
- recording it as a 'phone number' in a place where there are no other phone numbers recorded;
- recording it within a series of other words or numbers, but marking it in some way to identify it;
- recording it where no other information is recorded; and
- recording it in an easily understood code - eg A=1, B=2.

The authorised Account Operator should take care to ensure that they do not store or carry any record of their username or password – e.g. in a purse, wallet, bag, briefcase, car, file or filing cabinet.

Your liability for losses resulting from unauthorised transactions will be determined under Section 5 of these Conditions of Use.

The Bank's contact details are as follows:

140 Sussex Street Sydney NSW 2000
Telephone hotline (24 hours a day, 7 days a week)*
If phoning from within Australia - 1800 095 566
If phoning from overseas - +61 3 9670 6200

Email: ebanking.au@bankofchina.com
Website: bankofchina.com/au

* These times may change from time to time. The Bank will notify you of any changes by posting the changed times on our Website (as the Bank determines in its absolute discretion).

Alternatively, customers can telephone or call their nearest Bank of China Limited retail branch during normal business hours. Details for each of the Bank's retail branches in Australia are available on our website at bankofchina.com/au.

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