

FIRST PACIFIC CREDIT UNION LIMITED

ABN: 45 087 650 084

AFS Licence Number: 243352



BPAY Facility Terms and Conditions

These terms and Conditions apply to our BPAY facility. You will be given a Terms and Conditions for the Operation of Deposit Accounts which tells you other important things you need to know about the BPAY facility.

TERMS AND CONDITIONS

Welcome to our BPAY® facility. You may choose to access our BPAY facility through our Telephone and Internet Banking Services.

IMPORTANT: These Terms and Conditions will govern your access to BPAY. It is therefore important that you read these Terms and Conditions carefully before you use BPAY.

These Terms and Conditions take effect on and from 01 September 2005 except as otherwise advised in writing, and replace all BPAY Terms and Conditions previously issued.

If you access BPAY then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions apply to every BPAY Payment on your Account and you will be legally bound by them.

Date of issue; 01 September 2005

This document forms part of the Product Disclosure Statement for Non Cash Payment Products.

Other documents that form part of the PDS for Non Cash Payment Products are:-

- * Terms and Conditions for the Operation of Deposit Accounts
- * VISA Card Conditions of Use and Information on Using Your VISA card
- * Terms and Conditions for Telephone Banking
- * Internet Banking Terms and Conditions
- * Schedule of Fees and Charges
- * Cheque Facility Terms and Conditions
- * Redicard Terms and Conditions of Use
- * Direct Debit Request Service Agreement

1. DEFINITIONS

"Access Method"	means a method authorised by us for your use and accepted by us as authority to make a BPAY Payment and to access your Account and includes, but is not limited to, any combination of a card, an Account number, card number, expiry date, PIN and password, but does not include a method which requires your manual signature.
"Account/s"	means any account which we agree you may access for the purpose of effecting BPAY Payments.
"Banking Business Day"	means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
"Biller"	means an organisation who tells you that you can make bill payments to them through BPAY.
"BPAY"	means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or internet access or any other Access Method as approved by us from time to time.
"BPAY Payment"	means a payment transacted using BPAY.
"BPAY Pty Ltd"	means BPAY Pty Limited ABN 69 079 137 518, PO Box 1083 North Sydney NSW 2059, telephone (02) 9922 3511.
"CUSCAL"	means Credit Union Services Corporation Australia Limited.
"Cut Off Time"	means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY.

In addition, references to:

- "we", "us" or "our" are references to us, the credit union through which you have elected to gain access to BPAY; and
- "you" or "your" are references to you, the Account holder(s) in respect of the Account from which you instruct us to make BPAY Payments.

2. CREDIT UNION CODE OF PRACTICE

The relevant provisions of the Credit Union Code of Practice apply to these Terms and Conditions.

3. ELECTRONIC FUNDS TRANSFER CODE OF CONDUCT

We warrant that we will comply with the Electronic Funds Transfer Code of Conduct where that code applies.

4. SECURITY BREACHES

- a. We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
 - you become aware of any delays or mistakes in processing your BPAY Payment;
 - you did not authorise a BPAY Payment that has been made from your Account; or

- you think that you have been fraudulently induced to make a BPAY Payment.
- b. If you think that the security of your Access Method has been compromised you should notify us immediately and at any time by calling 1300 364 799.
- c. If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card.
- d. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

5. USING BPAY

- a. We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- b. BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- c. Unless you are advised otherwise, you may use BPAY only to make payments from the Account.
- d. When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (eg. your account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.
- e. You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 5(d) or if any of the information you give us is inaccurate.
- f. We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made.
- g. If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.
- h. You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY. You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

6. PROCESSING OF BPAY PAYMENTS

- a. A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in condition 7) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- b. We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- c. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see clause 6(g)) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
- d. A BPAY Payment is treated as received by the Biller to whom it is directed:
 - on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and
 - otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.
- e. Notwithstanding this, a delay may occur processing a BPAY Payment if:
 - there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
 - you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day;
 - or a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- f. If we are advised that your payment cannot be processed by a Biller, we will:
 - advise you of this;
 - credit your Account with the amount of the BPAY Payment; and
 - take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- g. You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:
 - the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
 - the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.

7. FUTURE-DATED PAYMENTS *1

You may arrange BPAY Payments up to 30 days in advance of the time for payment. If you use this option you should be aware that:

- You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility*2, there must be sufficient available credit for that purpose.
- If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY Payment will not be made and you may be charged a dishonour fee.
- You are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly.
- You should contact us on 1300 364 799 if there are any problems with your future-dated payment.
- You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY Payment on or after that date.

*-1 This is an optional facility depending on whether it is offered by us.

*-2 Depending on whether we will permit a credit facility to be used for that purpose.

8. BPAY TRANSACTION LIMITS

- We may limit the amount of BPAY Payments you may make on any one day.
- If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions.
- We will advise you of all such a transaction limits.

9. REFUSING BPAY PAYMENT DIRECTIONS

You acknowledge and agree that:

- a. we may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY; and
- b. we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

10. ACCESS METHOD SECURITY GUIDELINES

This clause will apply if your Access Method uses a secret code such as a PIN or password. You must look after your Access Method at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.

- a. You must not write a code on, or carry it or keep a record of it with any other part of your Access Method or on or with the one article unless you have taken reasonable steps to disguise the code or prevent unauthorised access to the record.
 - b. You must not select a code that represents your birth date or a recognisable part of your name. If you do use an obvious code such as a name or date you may be liable for any losses that occur as a result of unauthorised use of the code before you notify us that the code has been misused or become known to someone else.
 - c. You must not tell or show the code to anyone else (including family and friends).
 - d. You must not act with extreme carelessness in failing to protect the security of the code.
- In addition, you must comply with the security guidelines that apply to your Access Method.

We recommend that you:

- Use care to prevent anyone seeing the details you enter to access BPAY;
- Change any code at regular intervals;
- Never reveal any code to anyone;
- Never write any code down; and
- Immediately notify us of any change of address.

These guidelines provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised BPAY Payments. Liability for such payments will be determined in accordance with clause 11 of these Terms and Conditions and the Electronic Funds Transfer Code of Conduct.

11. YOUR LIABILITY FOR BPAY PAYMENTS

- a. You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
- b. If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.
- c. You are not liable for losses caused by unauthorised BPAY Payments:
 - i. where it is clear that you have not contributed to the loss;
 - ii. that are caused by the fraudulent or negligent conduct of employees or agents of:
 - us;
 - any organisation involved in the provision of BPAY; or
 - any Biller;
 - iii. relating to a forged, faulty, expired or cancelled Access Method;
 - iv. resulting from unauthorised use of the Access Method:
before you receive that Access Method; or after you notify us in accordance with clause 4 that your Access Method has been misused, lost or stolen or used without your authorisation; or
 - v. that are caused by the same BPAY Payment being incorrectly debited more than once to your Account.
- d. You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities that you contributed to the loss through:
 - i. your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clauses 10(a), (b), (c) and (d);
 - ii. unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.However, you will not be liable for:
 - i. the portion of the loss that exceeds any applicable daily or periodic transaction limits;
 - ii. the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or
 - iii. all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.
- e. Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment and clause 11(d) does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
 - i. \$150;
 - ii. the balance of your Account, including any prearranged credit; or

- iii. the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).
- f. You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the BPAY terms and Conditions or acted negligently or fraudulently under this agreement.
- g. If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.
- h. Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct.

12. REVERSALS AND CHARGEBACKS

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

This clause operates with respect of BPAY Payments sourced from credit card accounts notwithstanding any statement to the contrary contained in any credit card scheme rules.

13. MALFUNCTION

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment.

In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result.

14. CONSEQUENTIAL DAMAGE

- a. This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- b. We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

15. RESOLVING ERRORS ON ACCOUNT STATEMENTS

- a. All BPAY Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited.
- b. You should check all entries on your Account statements carefully.
- c. If you believe a BPAY Payment entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
 - your name, Account number and card number (if any);
 - the date and amount of the BPAY Payment in question;
 - the date of the Account statement in which the payment in question first appeared;
 - a brief and clear explanation of why you believe the payment is unauthorised or an error.
- d. If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.
- e. Within 21 days of receipt from you of the details of your complaint, we will:
 - complete our investigation and advise you in writing of the results of our investigation; or
 - advise you in writing that we require further time to complete our investigation.
- f. We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- g. When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct
- h. If you are not satisfied with our decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, for instance, contact the Credit Union Dispute Resolution Centre or any other dispute resolution body which we advise you from time to time. The Credit Union Dispute Resolution Centre's contact details are:

CUDRC

GPO Box 3

Melbourne Vic 3001

Toll Free Call:

1300 780 808

Facsimile:

(03) 9620 4446

Email:

[info@cudrc.com.au](mailto:info@ cudrc.com.au)

Website:

www.cudrc.com.au

- i. If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- j. If we decide that you are liable for part or all of a loss arising out of unauthorised BPAY Payment, we will:
 - give you copies of any documents or other evidence we relied upon in reaching this decision;

- advise you in writing whether or not there was any system malfunction at the time of the payment complained of.
- k. If we fail to observe these procedures or the requirements of the Electronic Funds Transfer Code of Conduct when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

16. TRANSACTION RECORDING

It is recommended that you record all receipt numbers issued in respect of BPAY Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

17. TRANSACTION AND OTHER FEES

- a. We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
 - issuing your Access Method or any additional or replacement Access Method;
 - using your Access Method;
 - any BPAY Payment; or
 - giving you access to BPAY; or
 - any other service provided in relation to BPAY.
- b. We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.
- c. We may charge you with dishonour fees for any future-dated BPAY Payments that have failed due to insufficient funds in the relevant Account.

18. CHANGES TO TERMS AND CONDITIONS

- a. We may change these Terms and Conditions and BPAY fees and charges from time to time.
- b. We will notify you in writing at least 30 days before the effective date of change if the change to the Terms and Conditions will:
 - introduce a new fee or charge; or
 - vary the method by which interest is calculated or the frequency with which it is debited or credited.
- c. We will notify you in writing at least 20 days before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:
 - increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
 - increase your liability for losses;
 - impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY; or
 - We will notify you by:
 - notice on or with periodic Account statements;
 - notice in a member newsletter;
 - direct written notice to you; or
 - press advertisement in the national or local media.
 - make any changes to your Account(s) in respect of which the law requires that notice be given to you.
- d. We will notify you of any other changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law, by:
 - notices on or with periodic Account statements;
 - direct written notice to you; or
 - press advertisement the national or local media.
- e. We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations.
- f. If you do not wish your daily limit on transacted amounts via BPAY to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.
- g. BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Terms and Conditions accordingly.

19. CANCELLATION OF BPAY ACCESS

- a. You may cancel your access to BPAY at any time by giving us written notice.
- b. We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these Terms and Conditions or the terms and conditions of your Account.
- c. We may cancel your access to BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.
- d. If, despite the cancellation of your access to BPAY, you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.
- e. Your access to BPAY will be terminated when:
 - we notify you that your Access Method or the Account with us has been cancelled;
 - you close the last of your Accounts with us which has BPAY access;
 - you cease to be our member; or
 - you alter the authorities governing the use of your Account or Accounts with BPAY access (unless we agree otherwise).

20. PRIVACY

- a. We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments.
- b. If you register to use BPAY, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
- c. Billers nominated by you;

- d. BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
- e. CUSCAL.
- f. You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 19(b).
- g. You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 19(b) by contacting them.
- h. If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment.

21. MISCELLANEOUS

- a. These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the terms and conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms applicable to any of your Accounts or Access Methods, these BPAY Terms and Conditions will prevail.
- b. When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with the Credit Union. This is information which, as a subscriber to the Credit Union Code of Practice, we have agreed to make available to you.
- c. You agree that you will promptly notify us of any change of address.
- d. We may post all Account statements and notices to you at your registered address as provided for in our rules.