

Account and Access Facility Conditions of Use

INCORPORATING CUSTOMER TERMS FOR OSKO®

Effective from 27 March 2025



Queensland
Country Bank

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1. GENERAL INFORMATION

1.1. What is this document?

This document, the relevant Product Information brochure, the applicable Deposit Interest Rates schedule and the Fees and Charges brochure form the terms and conditions of your Account and Access Facility.

Please read this document carefully before you start using any of your accounts.

1.2. How to contact us

Visit us at any of our branches – visit our website at queenslandcountry.bank for our branch details.

- **Phone** 1800 075 078
- **Post** PO Box 679, Aitkenvale
QLD 4814
- **Email** info@queenslandcountry.bank

To report the loss, theft or unauthorised use of your Queensland Country Visa card in Australia and overseas free call the Queensland Country Visa Card 24hr Emergency Hotline:

- 1800 648 027 (anywhere in Australia); or
- +61 2 8299 9101 (Overseas)

Please also contact us to report the loss, theft or unauthorised use of your card, passcode or digital wallet.

Heading Overseas?

Please contact us before you travel overseas for the current Hotline arrangements

To report the loss of any other access facility, or any other unauthorised transaction, contact us as set out above in How to Contact Us.

1.3. How our Conditions of Use become binding on you

As soon as you open an account or use an access facility, you become bound by these Conditions of Use.

Other terms and conditions, including those implied by law, also apply. To the extent permitted by law, these terms and conditions shall prevail in the event of any inconsistency. If the law implies terms and conditions which cannot be excluded, our liability under those implied terms and conditions will be limited to the maximum extent permitted by law.

1.4. Customer Owned Banking Code of Practice (COBCOP)

We warrant that we will comply with the Customer Owned Banking Code of Practice. Please see section 4.2 for more details.

1.5. ePayments Code

We warrant that we will comply with the ePayments Code.

1.6. Privacy

Ensuring the protection and security of your personal and financial information is very important to us. Please refer to our Privacy Policy and section 4.4 ('Your privacy') of this document for details about:

- our obligations regarding the confidentiality of your personal information
- how we manage your personal information

You can access our Privacy Policy on our website: queenslandcountry.bank/help-info/privacy-policy/.

1.7. Financial Abuse

A bank account is no place for financial abuse.

You agree that we may delay, block or refuse a payment in circumstances where we suspect or are made aware, that your account is being used to perpetrate financial or other types of abuse, and Queensland Country will incur no liability if it does so. Refer to sections 3.19 ('Closing your account and cancelling your access facilities') and 3.20 ('Holds, delays, restrictions and account closure by us') for further information.

1.8. Financial Claims Scheme

The Financial Claims Scheme (FCS) protects depositors through provision of a guarantee on deposits (up to the cap of \$250,000) held in authorised deposit-taking institutions (ADIs) incorporated in Australia and allows quick access to their deposits if an ADI becomes insolvent.

Queensland Country is an ADI. Depositors with Queensland Country may be entitled to receive a payment from the FCS, subject to a limit per depositor.

For further information about the FCS visit the website: <http://www.fcs.gov.au>

2. OPENING A QUEENSLAND COUNTRY ACCOUNT AND ACCESS FACILITY

2.1. What is the Queensland Country Account and Access facility?

The Queensland Country Bank Account and Access Facility is a facility that gives you transaction, savings and term deposit accounts as well as these facilities for accessing accounts:

- Visa card
- Osko® and BPAY® (registered to BPAY® Pty Ltd ABN 69 079 137 518)
- Internet Banking (including App Banking)
- POS and ATM access
- Direct debit
- Bank@Post™
- PayTo TM (registered to NPP Australia Limited ABN 68 601 428 737),

(Account and Access Facility)

Please refer to the relevant Product Information brochure and the Fees and Charges brochure for available account types, the conditions applying to each account type and the access methods attaching to each account type.

2.2. How do I open an account?

When you open an account with us, you will become a member of Queensland Country (**Member**) by subscribing for one share in Queensland Country.

You can apply to open an account with us:

- by visiting a branch; or
- online at queenslandcountry.bank.

2.3. Proof of identity required

- (a) The law requires us to verify your identity when you open an account and the identity of any person you appoint as a signatory/authorised person to your account. Accordingly, you must provide us with documents to verify your identity or be verified online when you apply online.
- (b) In most cases you can prove your identity by showing us one of the following photo identity documents:
 - (i) current Australian driver's licence;
 - (ii) current Australian passport (or one that has expired within the last 2 years);
 - (iii) current proof of age card which contains a photograph issued by an Australian State or Territory;
 - (iv) current passport issued by a foreign government, the United Nations or a UN agency;
 - (v) current national ID card with photo and signature, issued by a foreign government, the United Nations or a UN agency.
- (c) The law does not allow you to open an account using an alias without you also giving us all the other names that you are commonly known by.
- (d) All account owners need to be verified, as do attorneys and signatories and other authorised persons.
- (e) If you cannot provide the above forms of photo ID, please reach out to us to explore other acceptable forms of identification. In certain cases, we may verify your identity electronically using the information you provide.
- (f) To comply with our legal obligations, we may have to verify your identity again. This may include, but is not limited to, scenarios such as:
 - (i) you open a new account;
 - (ii) you become a signatory or other authorised person to an account;
 - (iii) you wish to withdraw funds;
 - (iv) your identification has expired;
 - (v) you provide us with instructions about your account.

- (g) To reverify your identity, we may need you to submit additional documentation and identification to us. If you do not provide these materials within the specified timeframe, we may restrict access to your account(s).

2.4. What accounts can I open?

Please check the relevant Product Information brochure for the different account types available, and the Fees and Charges brochure, for any special conditions for opening, and the features and benefits of each account type.

2.5. Joint accounts

- (a) A joint account is an account held by two or more persons. All of the joint account owners must be members of Queensland Country. The important legal consequences of holding a joint account are:
 - (i) the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account (for business accounts different rules may apply – see **Note** below);
 - (ii) joint and several liability – if the account is overdrawn, each joint holder is individually liable for the full amount owing.
- (b) You can operate a joint account on one of the following basis:
 - (i) 'all to sign' means all joint holders must sign withdrawal forms, cheques, and other alterations to the account etc;
 - (ii) 'two (or more) to sign' means that two (or more) joint holders are required to authorise withdrawals and other alterations to the account (for example where there are 3 or more owners of the joint account);
 - (iii) 'either/or to sign' or 'any one to sign' means any one joint holder can sign withdrawal slips, cheques and other alterations to the account, etc.
- (c) All joint account holders must consent to the joint account being operated on an 'either/ or to sign' basis. However, any one joint account holder can cancel this arrangement, to change the account approval so that all joint account holders must approve any further withdrawals and making it 'all to sign', or to suspend the account to allow you and the other account holders time to reach agreement about dispersal of the account funds.
- (d) We require all joint owners to consent to close a joint account.
- (e) Regardless of the operational authority assigned to the joint account, any individual joint holder may independently:
 - (i) modify the delivery method of account statements (e.g. from paper to electronic) as it pertains to them;
 - (ii) update the account address as it pertains to them;
 - (iii) change the account authority to 'all to sign' (i.e., all joint owners must authorise withdrawals and other account operations); and
 - (iv) place a stop on the joint account (refer to section 3.20 ('Holds, delays, restrictions and account closure by us')).
- (f) We may decide to only permit operation of the account on an 'all to sign' basis if we consider there is a dispute between the joint account owners.

Joint accounts with a card

If you have a joint account accessible via debit or credit card, any individual joint account holder can conduct transactions independently. These accounts can only be established with an 'any one to sign' authority. If a joint account is changed to 'all to sign' any cards linked to the account will be immediately cancelled. Queensland Country will not be liable for any consequences or loss arising from this cancellation except where due to our negligence or fraud.

Note: Important information for business account owners

The right of survivorship does not automatically apply to joint business accounts, such as partnerships.

If you are operating a business partnership joint account, you should obtain your own legal advice to ensure your wishes are carried out.

2.6. Trust accounts

You can open an account as a trust account. However:

- we are not taken to be aware of the terms of the trust
- we do not have to verify that any transactions you carry out on the account are authorised by the trust.

You agree to indemnify us against any claim made upon us in relation to, or arising out of that trust.

2.7. Powers of Attorney

- (a) If you appoint an attorney under a power of attorney, we may (but are not obliged to) treat the attorney as a signatory. Before we do so, we will usually require you or the attorney to provide a certified copy of the power of attorney and we may also require further evidence to satisfy us that the power of attorney is valid and is in force. We will also require the attorney to satisfy our identification procedures.
- (b) We will not be liable for any loss you suffer in connection with transactions undertaken by an attorney or signatory in accordance with the authority you have given them (even if you do not know about them) except to the extent that any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers or employees).
- (c) We may, acting reasonably, decline instructions from a signatory or attorney (even if they align with the authority you have granted) if we:
 - (i) have reasonable grounds to suspect that the signatory or attorney is not fulfilling any legal or equitable duty owed to you;
 - (ii) have reasonable grounds to believe there is a significant risk of loss to you or us; and/or
 - (iii) reasonably consider it necessary to comply with any law or to manage any risk.

- (d) We will not be liable for any loss you suffer in connection with our refusal to act on the instructions of a signatory or attorney, except to the extent that any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers or employees). If it is reasonable to do so, we will give you notice of any refusal to act on the instructions of a signatory or attorney.

2.8. Accounts for children

For details on available account types that children may apply for, please refer to our Product Information brochures.

(a) Children 0-12 years old

- (i) Children aged 12 years and younger may open certain accounts as specified in the relevant Product Information brochure. It is a condition of opening these accounts that a parent or guardian is an authorised person on the account until the child turns 13 years old.
- (ii) At the age of 13, the parent or guardian may, at the child's election, cease to be an authorised person, giving the child full access to their account.
- (iii) A child aged 10 years or older can have access to their account via a Visa Debit Card.
- (iv) Children aged from 10 years old and up to 13 years old, can have Internet Banking with the following restrictions:
 - A. Internal transfers - \$2,000 withdrawal limit.
 - B. External transfers/BPAY - NIL
 - C. International transactions - NIL

(b) Children between 13 years and 16 years

Children aged between 13 years and 16 years can:

- (i) open an account;
- (ii) apply for a Visa debit card; and
- (iii) apply for Internet Banking with the following restrictions:
 - A. Internal transfers - \$2,000
 - B. External transfers/BPAY - \$2,000
 - C. International transactions - NIL

(c) Children between 16 years and 18 years

Children from the age of 16 years can have full access to the Queensland Country Account and Access Facility with the standard transaction limits applying (see section 3.12 ('Transaction limits')).

2.9. Fees and Charges

Please refer to the Fees and Charges brochure for current fees and charges. We may vary fees or charges from time to time.

Unless otherwise specified, we will debit each account separately for the Fees, Charges and Government taxes that may be applicable to that account.

2.10. What interest can I earn on my account?

Our Deposit Interest Rates schedule provides information about our current deposit and savings interest rates. Our website also has information about our current deposit and savings interest rates. We may, without your agreement, vary deposit or savings interest rates from time to time on all deposit accounts. For term deposit accounts and Farm Management Deposit accounts, the interest rate is fixed at the time of the initial deposit and for the full term.

Our Deposit Interest Rates schedule discloses how we calculate and credit interest to your account.

2.11. What are the taxation consequences?

Interest earned on an account may be classified as forming part of your income and may be subject to income tax or impact any Government benefits you receive. You should discuss this with your tax adviser.

2.12. Disclosing your Tax File Number (TFN)

- (a) Government legislation requires that all accounts earning deposit interest in a tax year may be subject to Tax File Number (TFN) regulations. We will ask if you wish to disclose your TFN or TFN exemption. If you choose to disclose it, we will record your TFN or TFN exemption for any account you activate, in accordance with the Privacy Law.
- (b) Businesses may quote their Australian Business Number (ABN) instead of a TFN.
- (c) You are not obligated to disclose your TFN or ABN to us.
- (d) For joint accounts, each joint holder may provide their TFN and/or TFN exemptions. If any joint account holder does not provide their TFN and/or TFN exemptions, we may be obliged by law to deduct tax at the highest marginal tax rate (plus the Medicare levy) from any interest earned if the rate of interest earned exceeds the threshold stipulated by the Australian Taxation Office (ATO). This tax is paid to the ATO and is called Withholding Tax.
- (e) A higher threshold may apply to an account held by a child under 16 years of age provided you have supplied us with the child's date of birth.
- (f) If you reside outside Australia, you can disclose your non-resident tax status, and Withholding Tax will be deducted at a rate of 10% on any interest earned.

2.13. Government charges

We will debit your primary operating account for all applicable government taxes and charges. These charges may vary according to State or Territory.

2.14. Authorising others to operate your account (third party access)

- (a) Granting third party access
 - (i) You can authorise us at any time to allow another person to operate on your accounts (see definition of authorised person in section 11). However, we will need to verify the authorised person's identity before they can access your account.

- (ii) We may require you to complete an Account Operating Authority or other prescribed form prior to granting third party access.
 - (iii) You can specify which of your accounts under the Queensland Country Bank Account and Access Facility you give the authorised person authority to operate on.
 - (iv) If a card is required, the account must be operated on an 'either/or to sign' basis.

(b) Your responsibilities

- (i) You are responsible for all transactions your authorised person carries out on your account.
 - (ii) You should ensure that the person you authorise to operate on your account is a person you know and trust fully.
 - (iii) You may revoke the authorised person's authority at any time by giving us notice.

(c) Ending of third party access

- (i) If we suspect a dispute regarding the account, we may restrict access and refuse any operations until all parties have provided the necessary authorisation or instructions.
 - (ii) We can revoke the authorisation at any time, provided you phone us, contact us in branch or submit a written withdrawal of your authorisation to us in branch or via email.
 - (iii) Otherwise, the authorisation will remain effective until we receive notification of the death of the person who granted the authorisation.
 - (iv) An Account Operating Authority will lapse if the account owner loses mental capacity.

3. OPERATING AN ACCOUNT AND ACCESS FACILITY

3.1. If you have changed your name

To update your name on your accounts, you will need to visit a branch in person with your identification documents, and the details of your name change (for example, marriage certificate).

3.2. If your contact details have changed

If you change your address, phone number, or email address, please notify us immediately so we can maintain contact with you. Alternatively, you can update your address or phone number via Internet Banking or Queensland Country app. If you do not update your contact details, any correspondence sent to your old address will still be considered valid 'notice in writing.'

3.3. Making deposits to your Queensland Country account

You can make deposits to the account:

- by cash at any branch
- by direct credit, e.g. from your employer for wages or salary – please note that we can reverse a direct credit if we do not receive full value for the direct credit
- by transfer from another account with us via internet banking or Queensland Country app
- by transfer from another financial institution
- by cash or cheque via Australia Post Bank@Post™

unless otherwise indicated in the Fees and Charges brochure.

In processing deposits to your account, we will rely on your account number only. We will not check the account name received with the deposit instructions.

Queensland Country does not accept overseas cheques or overseas money orders.

3.4. Deposits using electronic equipment

We are responsible for a deposit into a facility received by our electronic equipment or a device (such as an ATM), from the time you complete the deposit, subject to verification of the amount or amounts deposited.

If there is a discrepancy between the amount recorded as being deposited by the electronic equipment and the amount recorded by us as being received, we will contact you as soon as practicable about the difference.

Note that electronic deposits may not be processed on the same day. If you believe that a discrepancy exists, this should be lodged with us as soon as possible via your local branch or calling our Contact Centre.

3.5. Depositing cheques drawn on Australian banks

We can accept cheques in branch and via Australia Post Bank@Post™.

You can only access the proceeds of a cheque when it has cleared. This usually takes between three and five business days. Longer periods may apply if you use Bank@Post™ which can take up to seven business days.

3.6. Making deposits using Bank@Post™

Deposits to some accounts may be made at any Australia Post outlet offering the Bank@Post™ service. Refer to our Fees and Charges brochure to see whether you can deposit to your account via the Bank@Post™ service.

To make Bank@Post™ deposits, you need your Visa card linked to the savings account you wish to deposit into. Deposits can consist of cash, cheques, or a combination of both.

Australia Post imposes limits on the amount of cash or cheques they will accept, and you cannot use your card at a Bank@Post™ outlet in relation to a business account.

You accept that Queensland Country, Cuscal and Australia Post may disclose to each other, all information relating to the transactions completed on your behalf.

3.7. Fraudulent payments to your account

Where a sending financial institution advises, or we reasonably believe, that a payment made into your account is a fraudulent, suspicious or illegal payment, you authorise us to, without further notice, deduct from your account an amount up to the original amount of the believed fraudulent, suspicious or illegal payment and return it to the original sending financial institution and we will incur no liability to you in doing so.

3.8. Withdrawing or transferring from the account

Unless otherwise indicated in the Product Information brochure and Fees and Charges brochure, you can make or authorise withdrawals from your account:

- over the counter at any branch
- via Internet Banking (or App Banking)
- via BPAY® to make a payment to a biller
- at ATMs, if your account is linked to an access card
- by direct debit
- by Osko and PayTo
- via EFTPOS terminals, if your account is linked to an access card (note that merchants may impose restrictions on withdrawing cash)
- via Bank@Post™

We will require acceptable proof of your identity before processing withdrawals in person or acceptable proof of your authorisation for other types of withdrawal transactions.

Refer to the Electronic Banking Conditions section of this document for further information.

3.9. Debiting transactions generally

We will debit transactions in the order we determine at our absolute discretion. Transactions may not be processed to your account on the same day. For transactions to external accounts processed through Direct Entry, a payment instruction given before the cut-off time will be processed on the same day. If given after the cut-off time, it may be processed on the next banking day.

For NPP Payments, a payment instruction will be processed as soon as practicable after it is given.

For all transactions, interest may be calculated from the next business day if the transaction is made after the close of business. We may decline to accept your authorisation for any transaction if we are uncertain of its authenticity, validity, or your legal capacity to give it. We will not be liable for any loss or damage resulting from our actions.

If you close your account before we process a debit transaction, you will remain liable for any dishonour fees incurred from that transaction.

Refer to the Electronic Banking Conditions section of this document for further information.

3.10. Over the counter withdrawals

Generally, you can make over the counter withdrawals in cash, making transfers between accounts or (if available in connection with your account) by buying a Queensland Country corporate cheque. Please check:

- the relevant Product Information brochure and the Fees and Charges brochure for any restrictions on withdrawals applying to certain accounts; and
- section 3.12 of these Conditions of Use for applicable daily cash withdrawal limits or other transaction limits

3.11. Withdrawals using corporate cheques

A corporate cheque is a cheque Queensland Country draws payable to the person you nominate.

If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You will need to complete a form of request, giving us evidence of the loss or theft of the cheque. You will also have to give us an indemnity – the indemnity protects us if someone else claims that you wrongfully authorised us to stop the cheque.

We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services and you are not happy with them. You must seek compensation or a refund directly from the provider of the goods or services. You should contact a government consumer agency if you need help.

3.12. Transaction limits

(a) Withdrawal limits generally

- (i) We limit the amount of daily withdrawals or payments you may make using electronic methods, either generally or in relation to a particular facility.
- (ii) Upon your request, we may agree to increase or decrease a transaction limit.
- (iii) If you change any passcode, we may require you to apply for new transaction limits. For security reasons, we may also reduce transaction limits to zero.
- (iv) Refer to section 2.9 ('Accounts for children') for information about transaction limits that apply to children's accounts.

(b) Cash transaction limits

The current daily cash withdrawal limits are:

- (i) from our branches - \$5,000 (a request to withdraw above this amount needs to be made more than one business day in advance and will be at the discretion of a Branch Manager);
- (ii) from an ATM - \$2,000 (non-standard limits may apply*);
- (iii) with a purchase (if permitted) is at the discretion of the merchant/owner providing the withdrawal.

*non-standard limits may apply to cards issued to children under the age of 13 (on approval) or where requested.

(c) Limits for electronic methods

We impose limits on transactions made via different electronic methods. You may request for these limits to be temporarily increased or decreased, and approval is at the discretion of Queensland Country. **Please note: some merchants, billers or other financial institutions may impose additional restrictions on the amount of funds that you can pay or transfer.**

The current Internet Banking limits are:

- (i) Internal transfers - \$500,000
- (ii) External transfers - \$10,000
- (iii) BPAY - \$10,000
- (i) International - \$2,000

Refer to the Electronic Banking Conditions section of this document for further information.

(d) Contactless transactions

A contactless transaction made with a Visa debit access card is processed as a Visa transaction. Non-cash transactions, including all purchases made through the EFTPOS network, do not count towards your daily cash withdrawal limit.

3.13. Periodic transfers to loan accounts

When you authorise us to make periodic payments from an account to your Loan account, you permit us to adjust the payment amount to reflect any repayment changes we have notified you of, in accordance with the Loan Contract.

3.14. Sweep facility

You may nominate an account (the first account) which is to have either a nominated minimum balance or to be maintained in credit. You may then nominate a second account, which authorises us to transfer, automatically, sufficient funds to keep the first account at its nominated balance or in credit. However, we are not obliged to transfer funds if there are insufficient funds in the second account to draw on.

3.15. Overdrawn accounts

You must maintain sufficient cleared funds in your account to cover your transactions. If you do not, we may dishonour the transaction. Alternatively, we may honour the transaction and overdraw your account. In such cases, we will charge you:

- interest at our current overdraft rate, calculated on the daily closing balance (see the Deposit Interest Rates schedule); and/or
- a fee for each day (or part of a day) your account is overdrawn (see the Fees and Charges brochure).

If we honour the transaction, it will be considered your request for short-term credit, repayable within 7 days.

Cleared funds include the proceeds of cheque deposits once cleared, cash deposits, and direct credits via Osko, SWIFT, and Telegraphic Transfer.

3.16. Account statements

We will issue you with account statements at least every six months, or more frequently at your request. If you request to be provided with account statements more frequently than quarterly, we may charge a fee: see the Fees and Charges brochure.

You can ask us for an account statement at any time. We may charge a fee for providing additional statements or copies: see the Fees and Charges brochure.

We can also provide your statements electronically. Please ask us about this facility. If you select this option, you can still request to change back to paper based statements at any time.

For accounts that have a pre-arranged credit facility (e.g. overdraft accounts), statements will be sent monthly or as required by the applicable law, ePayments Code or the Customer Owned Banking Code of Practice. Savings accounts with an overdraft will receive monthly statements.

We recommend that you check your account statement as soon as you receive it.

Immediately notify us of any unauthorised transactions or errors. Please refer to How to Contact Us in section 1.1 for our contact details.

3.17. Dormant accounts

If no transactions are carried out on your account for at least 12 months (other than transactions initiated by the Bank, such as crediting interest or debiting fees and charges) we may write to you asking if you want to keep the account open. If you do not reply, we may treat your account as dormant. We will not write to you if the balance of the account is nil or overdrawn. In this case, the account will be closed rather than treated as dormant.

Once your account becomes dormant, we may:

- charge a dormancy fee (refer to our Fees and Charges brochure);
- stop paying interest or reduce the amount of interest.

If your account remains dormant for seven years, we have a legal obligation to remit balances of or over \$500 to ASIC as unclaimed money. There are some exceptions from this requirement including children's accounts, term deposits and farm management deposits.

3.18. Set-Off and Account Combination

In certain circumstances, if you have an outstanding debt with us, we may, acting reasonably:

- offset some or all of the credit balance in your deposit accounts against the amount you owe; or
- combine your accounts with other accounts, even if they are jointly held.

We will inform you promptly after taking these actions.

We may also hold, delay, block, or decline transactions from your accounts while assessing whether to combine or offset them.

This applies to any type of account you hold with us. We will always act in accordance with our Constitution and regulatory obligations and will not offset or combine accounts in situations such as when:

- We are assisting you with financial hardship
- We are actively reviewing a hardship application
- We are adhering to an arrangement made with you
- Doing so would breach the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans Affairs' payments
- We are aware of a dispute between joint account holders

If you have more than one account with us, we may apply a deposit balance in any account to any other deposit account in the same name which is overdrawn.

When you cease to be a Member, we may combine all your accounts (whether deposit or loan accounts) you have with us provided the accounts are all in the same name.

We will give you written notice promptly after exercising any right to combine your accounts.

3.19. Closing your account and cancelling your access facilities

You can close your Queensland Country Bank Account and Access Facility and membership at any time. However, you will have to surrender your cheque book and any access card at the time. We may defer closure and withhold sufficient funds to cover payment of outstanding cheque, electronic transactions and fees, if applicable.

If you would like to cancel any specific access facilities (e.g., Visa card) you can do so at any time by calling us on 1800 075 078.

To close an account Queensland Country will accept the following:

- **Personal Accounts** - Authorisation from all Account Owners or all Authorised Persons on accounts via phone, in writing or via secure mail through Internet Banking or the Queensland Country app.
- **Business Accounts** - Authorisation from all Account Owners or all Authorised Persons on Accounts in writing.

Accounts cannot be closed via Internet Banking.

3.20. Holds, delays, restrictions and account closure by us

(a) We can immediately:

- (i) place a hold on any funds in an account;
 - (ii) hold, delay or refuse to process a payment instruction initiated from an account;
 - (iii) block or place a stop on cards, and delay, block, freeze or refuse cards transactions; or
 - (iv) restrict an account;
- whilst we hold a reasonable belief that:
- (v) funds have been transferred or deposited into your account in error;

- (vi) another party may have an entitlement to some or all of the account funds;
 - (vii) there is a dispute between account holders or signatories or other authorised persons on the account;
 - (viii) there is any cause for suspicion or concern in relation to the funds in your account;
 - (ix) it is necessary to protect you, us, or other parties from losses resulting from suspected or confirmed:
 - A. scams;
 - B. fraud;
 - C. other illegal conduct;
 - (x) if we or you may suffer from a loss if funds are withdrawn from your account;
 - (xi) the use of the account has caused or will cause (for example, financial abuse or other abuse) to another person;
 - (xii) you have given us materially false or misleading information;
 - (xiii) you engage in behaviour that, in our reasonable opinion, poses a threat to the safety of our staff, property, or any other individual;
 - (xiv) it is necessary to comply with the law and or any applicable code or to protect our legitimate interests; or
 - (xv) you have breached our Conditions of Use and any other applicable terms and conditions relating to your account.
- (b) These holds or delays may apply:
- (i) for up to 24 hours; or
 - (ii) for such longer period of time as we consider is reasonably necessary in the circumstances, including to investigate relevant transactions.
- (c) Additionally, we may:
- (i) dishonour the payment following a hold or delay if sufficient funds do not remain in the account.
 - (ii) block certain payments and transfers using any account product if the purchase is made from an account that we reasonably believe may be owned or controlled by a cryptocurrency platform, remittance service provider, or other entities that we have assessed as posing an unacceptable risk of being used for unlawful activities, including suspected fraud or scams.
 - (iii) Immediately close the account, if we have a reasonable belief:
 - A. there is any cause for suspicion or concern in relation to the account; or
 - B. suspect or confirmed fraudulent or illegal activity is identified; or
 - C. if you breach these Account and Access Facility Conditions of Use.
- (d) After providing you with reasonable notice (at least 14 days), we may:
- (i) close your account by notifying you and paying out the balance;
 - (ii) cancel any facility if you breach these Conditions of Use or the ePayments Code; or

- (iii) classify your account as dormant (see section 3.17 'Dormant accounts').

- (e) We may request the return of any Visa card authorised for use on your account, unless it is authorised for use on someone else's account.
- (f) We may immediately cancel or restrict any of your Account and Access Facility without prior notice to you if we consider in our absolute discretion that it is essential to do so in order to restore or maintain the security of our systems, facilities, or individual accounts, or to address a material or urgent risk.

3.21. Changes to your account or these Conditions of Use

We may change fees, charges, interest rates and other conditions.

If we are required to give you notice of a change, it will be in writing. You will receive notice personally, or by publication in a major daily newspaper, or, if permitted by law, publication in a manner that results in the notice being accessible to the public and reasonably prominent, such as on our website. The period of notice Queensland Country will provide is set out in the Notification of Change table below.

Where permitted by law, Queensland Country may give you a notice period that is shorter than set out in the table below, or no notice, of an unfavourable change if Queensland Country reasonably considers urgent action is necessary to avoid or reduce a material increase in Queensland Country's credit, security, regulatory or reputational risk or an immediate or material financial risk.

The following table sets out the minimum notice period we will provide to you prior to any change being implemented. Your use of the account after the expiry of the notice period is deemed acceptance by you of the changes contained in that notice.

NOTIFICATION OF CHANGE TABLE

Type of change	Notice
Increasing any fee or charge	20 days
Adding a new fee or charge	20 days
Reducing the number of fee-free transactions permitted on your account	20 days
Changing the minimum balance to which an account keeping fee applies	20 days
Changing the method by which interest is calculated	20 days
Changing the circumstances when interest is credited to your account	20 days
Increasing your liability for losses relating to ePayments (see the ePayments Conditions of Use Section 3 on page 15 for a list of ePayments)	20 days
Imposing, removing or changing any periodic transaction limit	20 days
Changing the interest rate applicable to your account	Day of change or where Queensland Country reasonably considers that the change is not adverse to you, with your next statement
Changing any other term or condition	For all other changes we will provide reasonable notice (which, depending on the nature of the change, may be before or after the change is made).

We may use various methods, and combinations of methods, to notify you of these changes, such as:

- notification by letter;
- notification on or with your next statement of account;
- notification on or with the next newsletter;
- advertisements in the local or national media;
- notification on our website.

However, we will always select a method, or methods appropriate to the nature and extent of the change, as well as the cost effectiveness of the method of notification. Use of email or postal address to notify of changes is subject to you keeping us informed of your current email and postal address.

You may choose to close your account early due to a change made by Queensland Country under this clause. If you do so, then you must give Queensland Country reasonable notice. An early withdrawal penalty and a notice period for your intention to withdraw funds may still apply as applicable under these Conditions of Use.

Note: We may, without prior notice, cancel, suspend, restrict, or limit access to services and facilities (including Internet Banking) if necessary to restore or maintain the security of our systems, facilities, or individual accounts, or to manage a significant or immediate risk.

3.22. How we send notices and statements

We may send you notices and statements through various methods, including:

- By post, to the address recorded in our records or a nominated mailing address
- By email
- By SMS
- Via Internet Banking secure mail, or the Queensland Country app
- By media advertisement, for some notices only
- By posting notices to our website
- By other agreed means

3.23. Information about cheques

(a) No new cheque book facilities

As of 18 March 2024, new cheque book facilities are no longer available. Members with existing facilities will continue to be able to reorder and utilise cheque books as described in these Conditions of Use.

(b) What is the chequing facility

Chequing allows you to make payments by cheque. We will issue you with a cheque book and authorise you to draw cheques. We will debit your account for the value of cheques you draw.

If you have insufficient funds in your nominated account, we dishonour your cheque. A cheque may also be dishonoured if it has been incorrectly completed, if it is post-dated or stale.

However, we have a discretion to allow the cheque to be paid and to overdraw your account for this purpose.

If you overdraw your account, we will charge you interest and fees. Please refer to section 3.15 ('Overdrawn accounts').

(c) Stopping a cheque

You may instruct us to stop payment on a cheque you have drawn by giving us notice before we have paid or honoured the cheque, in person, in branch, by calling us on 1800 075 078 or by using secure mail through your Internet Banking or App Banking.

(d) Making cheques 'non-negotiable' If you cross a cheque by placing 2 parallel lines across the face of the cheque, with or without the words 'not negotiable' between the lines, you are telling any financial institution that receives it to not to cash the cheque over the counter and that it must be paid into a customer's account.

Crossing the cheque helps protect the true owner of the cheque if it is lost or stolen, but it does not prevent the cheque from being negotiated or transferred to a third party before it is presented to a financial institution for payment.

(e) Marking cheques 'account payee only'

If you write 'account payee only' between the lines of a crossed cheque, you are instructing any financial institution that receives it that you wish the cheque to be paid only to the person named on the cheque as payee.

(f) The words 'or bearer' on a cheque

Your cheques have the words 'or bearer' printed after the space where you are required to write the name of the person to whom you are paying the cheque. If you cross this out and put 'or order' we can only pay the proceeds to the named payee, or to any other person whom the payee has ordered it to be paid by endorsing the cheque on the reverse.

(g) Reducing the risk of forgery

You can reduce the risk of a cheque being changed by taking the following steps:

- start the name of the person to whom you are paying the cheque as close as possible to the word 'pay'.
- draw a line from the end of the person's name to the beginning of the printed words 'or bearer'.
- start the amount in words with a capital letter as close as possible to the words 'The sum of' and do not leave any space for any words to be inserted and add the word 'only' at the end.
- start the amount in numbers as close to the \$ and leave no spaces and make it clear with a full stop or dash between the dollars and cents. If no cents always put .00 to prevent insertion of more numbers.

3.24. Direct credit

You can have a third party electronically deposit funds into your Queensland Country account by providing your BSB (654-000) and account number. While the third party might ask for the account name, it may not be used to verify the account details. If the provided account information is incorrect, the direct credit may be rejected or deposited into the wrong account.

Queensland Country is not responsible for any losses resulting from:

- rejected direct credits due to incorrect account information used by a third party.
- funds mistakenly credited to the wrong account due to incorrect account information used by a third party and subsequently recalled by the sending financial institution.

To change the direct credit details, you must contact the third party responsible for depositing the funds. If you believe a direct credit has been incorrectly deposited into your account, please notify Queensland Country straight away.

3.25. Direct Debit

A direct debit is an authority from you to another person or institution (see definition of **Merchant** in section 11) to make payments by electronically debiting your account.

You can authorise a participating biller to debit amounts from your account, as and when you owe those amounts to the biller. The biller will provide you with a Direct Debit Request (**DDR**) Service Agreement for you to complete and sign to provide them with this authority.

To cancel the DDR Service Agreement, you can contact either the biller or us. If you contact us, we will promptly stop the facility. We suggest that you also contact the biller.

If you believe a direct debit initiated by a biller is wrong, you should contact the biller to resolve the issue. Alternatively, you may contact us. If you give us the information, we require we will forward your claim to the biller. However, we are not liable to compensate you for your biller's error. If you set up the payment on your Visa debit card, please contact us directly about unauthorised or irregular debits.

We can cancel your direct debit facility, in our absolute discretion, if three consecutive direct debit instructions are dishonoured. If we do this, billers will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.

All direct debits are counted in your monthly transaction totals.

If you authorise a merchant to use a Visa card for direct debits, our Electronic Banking Conditions will apply. Always check your account statements to ensure the merchant is debiting your account as per your instructions.

This section does not apply to PayTo, which provides an alternative method to pre-authorise a biller to debit amounts from your eligible account. For information about PayTo refer to the Electronic Banking Conditions in section 8.

3.26. PayPal

When you use PayPal, you authorise PayPal to debit your account as a direct debit "merchant." Please note the following:

- You are responsible for all PayPal debits to your account.
- If you dispute a PayPal debit, you must contact PayPal directly.
- We are not responsible for compensating you for any disputed PayPal debit or for reversing any disputed PayPal debit to your account.
- To cancel any PayPal direct debit arrangement, please contact us or PayPal directly.
- When you request us to cancel your direct debit arrangement with PayPal, we will do so as soon as possible. However, we are not responsible if PayPal does not respond promptly or at all.

Other third party payment services may operate in a similar way to PayPal.

3.27. Use of your account and access facilities

- (a) Using a Queensland Country Account and Access Facility for any purpose other than its intended use is not acceptable and is considered a breach of these Conditions of Use.
- (b) You and an authorised user/s may not use our access facilities to engage in conduct that, in our opinion:
 - is offensive or inappropriate;
 - is unlawful;
 - is defamatory, harassing or threatening to any person;
 - threatens, promotes or encourages physical or mental harm of any person;
 - threatens, promotes or encourages violence against any person; or
 - threatens, promotes or encourages terrorism.

3.28. Liability and Authorisations

We're not liable for any loss or damage caused to you by persons authorised to operate on your account, except where such loss or damage arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint or if we are liable under law or the ePayments Code. We're also not liable for any loss or damage caused by any delay in processing any Member request.

You:

- acknowledge that we have the right to refuse authorisation for you to complete any transaction for any reason; and
- agree that we won't be liable to you or anyone else for any loss that you or anyone else may suffer as a result of our refusal to authorise any transaction.

4. CODES WE SUBSCRIBE TO, YOUR PRIVACY AND RESOLVING CONCERNS ABOUT YOUR ACCOUNT AND ACCESS FACILITY OR TRANSACTIONS

4.1. Complaints about your Account and Access Facility or transactions

(a) Our commitment to you

We have a dispute resolution system to deal with any complaints you may have in relation to the Queensland Country Bank Account and Access Facility or transactions on the account.

Our dispute resolution policy requires us to deal with any complaint efficiently, speedily and sympathetically. If you are not satisfied with the way in which we resolve your complaint, or if we do not respond speedily, you may refer the complaint to our external dispute resolution centre.

(b) What to do if you have a complaint

You can contact our staff at any branch and tell them that you want to make a complaint. Our staff have a duty to deal with your complaint under our dispute resolution policy. Our staff must also advise you about our complaint handling process and the timetable for handling your complaint. We also have an easy to read guide to our dispute resolution system available to you on request.

If you want to make a complaint, suspect an error on your accounts or you have experienced any other problem concerning your Account and Access Facility, please contact us straight away in branch or call us on 1800 075 078 and our team will be happy to assist.

You can also put your concern or complaint in writing by:

- submitting a complaint via our complaints and feedback form on our website queenslandcountry.bank; or
- posting it to:
Internal Dispute Resolution Officer
Queensland Country Bank Limited
PO Box 679
Aitkenvale QLD 4814

(c) Australian Financial Complaints Authority

If an issue has not been resolved to your satisfaction, you can lodge a complaint with our external dispute resolution provider, the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA's contact details are below:

Website	www.afca.org.au
Email	info@afca.org.au
Telephone	1800 931 678 (free call)
In writing	GPO Box 3 Melbourne, VIC 3001.

4.2. Customer Owned Banking Code of Practice

Customer Owned banking delivers customer-focused, competitive services. Member-owned banks, credit unions and mutual building societies are customer-owned financial institutions committed to putting their customers first.

The Customer Owned Banking Code of Practice, the code of practice for mutual banks, credit unions and mutual building societies, is an important public expression of the value we place on improving the financial wellbeing of our customers and their communities.

Our 7 Key Promises to you are

1. We will deliver banking services in the interests of our customers
2. We will obey the law
3. We will not mislead or deceive
4. We will act honestly and fairly
5. We will offer products and services that are fit for general purpose
6. We will deliver services with reasonable care and skill
7. We will contribute to our community

You can download a copy of the Customer Owned Banking Code of Practice from our website.

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice, you can contact:

Customer Owned Banking Code Compliance Committee (the Committee)

PO Box 14240 Melbourne VIC 8001
Phone: 1800 367 287
Email: info@codecompliance.org.au

The Customer Owned Banking Code Compliance Committee (COBCCC) is an independent committee, established in accordance with the Code, to ensure that subscribers to the Code are meeting the standards of good practice that they promised to achieve when they signed up to the Code. The COBCCC investigates complaints that the Code has been breached and monitors compliance with the Code through methods such as mystery shopping, surveys, compliance visits and complaint handling.

Please be aware that the Committee is not a dispute resolution body and cannot provide financial compensation.

To make a claim for financial compensation we recommend you contact us first. You can contact our external dispute resolution provider AFCA, directly.

However, they will refer the complaint back to us to see if we can resolve it directly with you before involving them.

4.3. Financial difficulty

We understand that life is full of uncertainties and that circumstances can change unexpectedly. It is important to contact us as soon as possible. Letting us know early increases our ability to help you explore your options.

If you experience a change in your financial circumstances, please reach out by either:

- phone us on 1800 075 078
- talk to a consultant at any of our branches
- visit our website for further information: queenslandcountry.bank

4.4. Your privacy

We value your trust in us as a member-owned Bank. It is important for us to protect and keep your personal information, including your financial information, secure. To achieve this, we are committed to complying with the requirements of the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs) when we collect, hold and manage your personal information, that is, information that allows others to identify you.

You may obtain a copy of our Privacy Policy by:

- visiting our website at queenslandcountry.bank
- calling us on 1800 075 078
- asking at any of our branches

We may make changes to our Privacy Policy from time to time for any reason. For this reason, we recommend that you review it on a regular basis.

As a bank, we also have a general duty of confidentiality towards you, except in the following circumstances:

- where disclosure is compelled by law
- where there is a duty to the public to disclose
- where the interests of the bank require disclosure; and/or
- where disclosure is made with your express consent.

You may request that we provide you with access to your personal information held by us in relation to your account by:

- Phoning 1800 075 078 during normal business hours
- Write to us at:
Privacy Officer
Queensland Country Bank Limited
PO Box 679
Aitkenvale QLD 4814
- Email us at privacy@queenslandcountry.bank

5. MORTGAGE OFFSET ACCOUNTS

This section 5 applies if we have agreed to allow you to link a Mortgage Offset Account to your Home Loan Account. Not all loan accounts may be linked to a Mortgage Offset Account. Please refer to our Home Loans Product Information brochure as to the specific home loans which are eligible, and you may apply to be linked to a Mortgage Offset Account.

5.1. Eligibility Criteria

We will link your Mortgage Offset Account to an eligible Home Loan Account once the following criteria are met:

- (a) you have an eligible Home Loan Account that can be linked to your Mortgage Offset Account.
- (b) you have requested us to link your Mortgage Offset Account to the eligible Home Loan Account.
- (c) the Mortgage Offset Account is not currently linked to another loan account.
- (d) if the eligible Home Loan Account has a fixed interest rate; it does not already have another Mortgage Offset Account linked to it.
- (e) the Mortgage Offset Account holder is a party to the Home Loan Account being linked.

5.2. Time to Link Accounts

It may take up to 5 business days to link the Mortgage Offset Account to the Loan once all eligibility criteria are satisfied.

5.3. Calculation of Interest

- (a) The daily interest charged to your Home Loan Account will be calculated in accordance with the terms of your relevant Contract but the amount on which the interest is charged will be reduced by an amount equal to the balance in the Mortgage Offset Account or, if your Mortgage Offset Account balance exceeds the unpaid balance of your Home Loan Account, the unpaid balance of your Home Loan Account.

5.4. Interest Paid on a Mortgage Offset Account

- (a) We may pay interest on the balance of your Mortgage Offset Account, including any portion that exceeds the unpaid balance of your linked Home Loan Account.
- (b) We may, in our absolute discretion, vary a Mortgage Offset Account facility from a full offset facility to a partial offset facility, by varying the notional rate of interest which will be credited to your Home Loan Account in respect of the credit balance in the Mortgage Offset Account from time to time. If we elect to vary the offset facility notional interest rate, the variation will be advertised at our branches.

5.5. Contractual obligations not effected

The establishment of a Mortgage Offset Account facility does not in any way affect your obligations under Contract. If as a result of the operation of an offset facility

you receive a reduction in interest charged to the Home Loan Account, this is not regarded as payment in advance of your obligations under the Contract and even though the balance of the loan may reduce and the loan term may decrease, your repayments will remain the same. In addition, there is no facility to redraw the amount of the offset benefit notwithstanding that the Home Loan Account credit account balance, may be from time to time lower than the balance which would be outstanding but for the offset benefit.

5.6. Number of Offset Accounts

An eligible Home Loan Account with a variable interest rate can have up to five Mortgage Offset Accounts linked to it. An eligible Home Loan Account with a fixed interest rate can have only one Mortgage Offset Account linked to it. Each Mortgage Offset Account can only be linked to one eligible Home Loan Account.

5.7. Conversion of Mortgage Offset Account to All Access Account

If the Mortgage Offset Account is not or ceases to be linked to an eligible Home Loan Account, or if the Home Loan Account is paid out and closed, we may convert the Mortgage Offset Account to an All Access Account unless you request its closure. We will confirm your instructions before doing so. If we do not hear from you within 30 days, we will proceed with the conversion.

5.8. De-linking of Accounts

We may de-link your Home Loan Account from your Mortgage Offset Account and treat it as described above in section 5.7 'Conversion of Mortgage Offset Account to All Access Account' if:

- (a) You instruct us to do so.
- (b) The Home Loan Account is paid out or closed.
- (c) You convert your Home Loan Account to an ineligible Home Loan Account.

5.9. Our Right to Block Access to Your Mortgage Offset Account

If you default on your Home Loan Account, we can use the balance in your Mortgage Offset Account to pay off the Loan without notice.

5.10. Where the Mortgage Offset Account Holder is a Joint Party to the Loan

If the Home Loan Account has multiple borrowers or guarantors, but the Mortgage Offset Account is provided by only one party, other borrowers/guarantors may see messages and notifications related to payments and the credit balance in the Mortgage Offset Account. We only offset or combine where allowed under the Code of Operation for Centrelink Direct Credit Payments and the Customer Owned Banking Code of Practice (COBCOP).

5.11. Variation- Mortgage Offset Account Terms

We may vary the terms and conditions applicable to your Mortgage Offset Account and set out in this section 5 by giving thirty (30) days' notice to you in writing.

6. FIXED TERM DEPOSITS

Fixed term deposits are lodgements of fixed amounts of money, which are allocated a fixed rate of interest for a fixed period of time.

Interest rates quoted on the Deposit Interest Rates schedule are per annum, with interest paid on the entire balance at the applicable interest rate shown on the Fixed Term Deposit Certificate.

Interest will be paid to a nominated savings account held with Queensland Country Bank on maturity or interest frequency otherwise shown on the Fixed Term Deposit Certificate. Interest cannot be paid to an account at another financial institution.

On maturity, the principal and interest will roll over to the same term and rate at the time of maturity unless otherwise requested. The principal and interest can be paid into a nominated savings account held with Queensland Country Bank or if the Bank is advised within 7 days after the maturity date, the principal or principal and interest can be rolled over to a new term and rate. When providing Queensland Country with instructions prior to the maturity date, the rate applicable on the maturity date is the rate that will apply. Information on our current interest rates is available at queenslandcountry.bank.

If you wish to add to your term deposit, you can only do so on the maturity date and at the time of reinvestment.

Queensland Country allows early partial withdrawals from a Fixed Term Deposit or a full redemption. An Early Redemption Fee will apply in both instances (please refer to Fees and Charges).

A grace period of 7 days from the date of maturity is provided to all fixed term deposits. During this time, you can request to withdraw or transfer funds without incurring the Early Redemption Fee.

7. FARM MANAGEMENT DEPOSIT ACCOUNT

This section contains the terms and conditions for FMD Accounts offered by Queensland Country. The information in this section does not consider your individual objectives, financial situation or needs and you should, before acting on the information, read this section in its entirety and consider its appropriateness to your circumstances, before deciding to open an FMD Account. Queensland Country recommends you obtain advice from your accountant or financial adviser regarding Farm Management Deposits.

7.1. What is the Farm Management Deposit (FMD) Scheme?

The Federal Government established the Farm Management Deposit scheme (FMD Scheme) to help primary producers be able to set aside pre-tax primary production income in profitable years so that they can establish cash reserves to manage their exposure in less profitable conditions, such as due to economic effects and seasonal fluctuations.

7.2. How can a FMD benefit primary producers?

- (a) The FMD Scheme provides tax benefits if deposits in the FMD are kept for a minimum of 12 months. The money deposited can be withdrawn in later years when you need it, often in a lower income, lower tax year.
- (b) To be eligible for the FMD Scheme and maintain FMD status, primary producers and deposits must meet the criteria specified in the Income Tax Assessment Act 1997 (Cth) and those outlined in the Queensland Country Farm Management Deposit Application Form (as published from time to time), as well as this Conditions of Use document.
- (c) To be eligible for the tax benefits under the FMD Scheme:
 - (i) your taxable non-primary production income for the year of income must not exceed \$100,000.
 - (ii) An individual can own more than one farm management deposit and can own farm management deposits with different FMD providers, but the sum of the balances of all of the farm management deposits of an owner must not be more than the maximum deposit limit of \$800,000.
 - (iii) The deposit must not be used as security for any amount owed to the FMD provider or any other entity by the depositor or any other entity.
- (d) If you withdraw any deposits that you have previously claimed as a tax deduction, the withdrawals are considered as assessable income in the year in which the withdrawal is made.
- (e) Interest received on a FMD Account is generally assessable in the year that it is earned.

7.3. About the Queensland Country Farm Management Deposit Account

Some specific features of the Queensland Country Farm Management Deposit Account include:

- (a) No monthly service fees.
- (b) Fixed term offering only with duration options of 3 months to 2 years.
- (c) Lock in the interest rate on your deposit for a specific period of time.
- (d) Minimum deposit of \$1,000 required. The balance of your FMD Account must not be less than \$1,000 or more than \$800,000.
- (e) Interest paid monthly, annually or at maturity.
- (f) As required under the FMD Laws, we do not credit your FMD Account with the interest or other earnings we pay on your FMD Account. Instead, we credit that interest or other earnings to your Nominated Account.

7.4. Who is eligible to make deposits under the FMD Scheme?

Each time you make a deposit to an FMD Account, you must satisfy the following requirements:

- (a) you must complete the FMD Application Form and provide it to us;

- (b) you must be a primary producer carrying on a primary production business in Australia, when you make each deposit;
- (c) you meet the special legislative requirements to open a FMD Account under the FMD Laws;
- (d) the FMD Account must be in your sole individual name and not opened as trustee;
- (e) each deposit must be of at least \$1,000 but no more than \$800,000;
- (f) the balance of your FMD Account must not be less than \$1,000 or more than \$800,000;
- (g) the sum of the credit balance of your FMD Account and any other farm management deposit accounts you may have with us or other financial institutions, must not be more than \$800,000.

7.5. Definitions for this section

The following definitions apply to this section 7 of the Conditions of Use about Farm Management Deposits only. Other words used in this section have the meaning as defined elsewhere in these Conditions of Use

Word	Meaning
deposit	means a deposit made with us, which is or has been credited to your FMD Account and treated as a farm management deposit, or the remaining balance of that deposit if it has been partially withdrawn.
consolidation	occurs when multiple FMDs are withdrawn and immediately reinvested into one new FMD.
Farm Management Deposit (FMD)	means a farm management deposit as defined by the FMD Laws.
financial institution	a financial institution as defined by the FMD Laws.
FMD Account	means the Farm Management Deposit account you have with Queensland Country.
FMD Application Form	means the Farm Management Deposit Account Application Form that we publish from time to time.
FMD Laws	means the provisions of any Australian laws dealing with FMDs including the <i>Income Tax Assessment Act 1997 (Cth)</i> and <i>Income Tax Assessment (Farm Management Deposits) Regulations 1998 (Cth)</i> and any replacement or amendment to such laws.
maturity date	the last day of a term
Nominated Account	means the non-FMD deposit account in your individual name which you maintain at Queensland Country and nominate in writing to us from time to time for the crediting of interest under this section.
primary producer	has the same meaning as in the <i>Income Tax Assessment Act 1997 (Cth)</i> . As at the date of these Conditions of Use, this means; <ul style="list-style-type: none">an individual who carries on in Australia a primary production business otherwise than as trustee of a trust estate (e.g., a sole trader); ora partner (not being a company) in a partnership that carries on in Australia a primary production business; ora beneficiary (not being a company) who is presently entitled to a share of the income of a trust estate where the trustee carries on in Australia a primary production business,
primary production business	has the same meaning as in the <i>Income Tax Assessment Act 1997 (Cth)</i> .
term	means the period specified by you in the FMD Application Form for the deposit

7.6. Opening and maintaining a FMD Account

(a) Opening an account

- (i) To apply to open an FMD Account and make deposits you will need to complete the FMD Application Form.
- (ii) Each FMD Account is a facility which has a maximum of 2 years from the date on which funds are first deposited to the FMD Account.

(b) Nominated Account

- (i) You must have a Nominated Account with us at all times while your FMD Account is open,
- (ii) When making a deposit, you must specify your Nominated Account on the FMD Application Form. If you have not specified a Nominated Account, you authorise us to open an Online Saver account (or, if that account is not being offered anymore, a similar or equivalent type of deposit account offered by Queensland Country at the relevant time) for you.
- (iii) You may change your Nominated Account by:
 - A. selecting an alternative account type from the Nominated Account section of the Farm Management Deposit Account Application Form, when making a deposit; or
 - B. visiting a Queensland Country Branch.
- (iv) If, at any time, you do not have a Nominated Account while your FMD Account remains open, you authorise us to open an Online Saver account (or, if that account is not being offered anymore, a similar or equivalent type of deposit account offered by Queensland Country at the relevant time) on your behalf.

(c) General FMD Account conditions

Along with any other conditions mentioned in this section:

- (i) you must not transfer your rights to your FMD Account.
- (ii) you must not charge or otherwise encumber your FMD Account to secure any amount you or any other person owe Queensland Country or any other person.
- (iii) your FMD Account cannot be used to offset or reduce liabilities that you have to pay interest to Queensland Country in respect of loans or other debts.
- (iv) if any provision of this Conditions of Use would, under the FMD Laws:
 - A. be deemed illegal, void, or unenforceable; or
 - B. conflict with a requirement of the FMD Laws or impose a prohibited obligation or liability,

then this Conditions of Use shall be interpreted as if the provision were modified to the extent necessary to comply with the legislation or, if required, removed entirely.

7.7. Making deposits

(a) Deposit requirements for FMD Accounts

Each deposit to your FMD Account:

- (i) must be at least \$1,000 and cannot be more than \$800,000; and
- (ii) can only be processed if you provide us a completed FMD Application Form.

(b) Transferring a deposit from another financial institution

- (i) If you want to transfer a FMD from another financial institution you must arrange for the electronic transfer of those deposits to your Queensland Country FMD Account.
- (ii) To facilitate the transfer of funds, please complete the Farm Management Deposit Account Inbound Electronic Transfer Form and provide to us in branch or via email.
- (iii) It is your responsibility to make sure you correctly give us instructions about the transfer from another financial institution.

(c) No deposits while a fixed interest rate is in place

You cannot make a deposit into your FMD Account while it is on a fixed interest rate. If you want to make a further deposit during a fixed interest rate period, you will need to open a new FMD Account, keeping in mind that the total balance across all of your FMD Accounts must not exceed \$800,000 in order to comply with FMD Laws.

7.8. Interest

(a) What is the interest rate on a FMD Account?

- (i) The interest rate that we use to calculate interest each day is the applicable flat rate published by us in our Deposit Interest Rates schedule (as applicable to FMD Accounts), on the date the deposit was made or re-invested.
- (ii) Interest rates quoted on the Deposit Interest Rates schedule are per annum, with interest paid on the entire balance of the deposit at the applicable interest rate shown on the certificate provided to you as soon as reasonably practicable after the time of making the deposit.

(b) How is interest calculated?

- (i) Interest is calculated daily on the balance of your FMD Account at the end of each day, including the day of deposit but excluding the day of withdrawal.
- (ii) No interest is paid on your FMD Account for any day that the balance of your Account falls below the minimum threshold of \$1,000.

(c) Where is interest paid?

- (i) Any interest earned on your FMD Account deposit cannot be credited directly to your FMD Account.
- (ii) We will credit interest to your Nominated Account, subject to any withholding tax we are required to pay to the Australian Taxation Office under FMD Laws or other applicable tax law (for example if you have not quoted a TFN or ABN when making the deposit to your FMD Account).

- (iii) Interest cannot be paid to another financial institution account.
- (d) When is interest paid?
 - (i) We will pay interest on your FMD Account monthly in arrears, annually in arrears or at maturity of the term, according to your instructions when you made the deposit.
 - (ii) We will also pay interest earned on your FMD Account to your Nominated Account if:
 - A. an external transfer from your FMD Account to another financial institution is processed; or
 - B. you withdraw the entire balance of your FMD Account; or
 - C. you consolidate your Queensland Country FMD Accounts (please note, before consolidating FMD's you should seek tax advice).

7.9. Withdrawals

- (a) Tax consequences
 - (i) We suggest you seek accounting or financial advice before making a withdrawal from your FMD Account as there may be tax consequences.
 - (ii) If you withdraw from a deposit in your FMD Account within 12 months of making the deposit, the amount withdrawn will not be treated as a Farm Management Deposit under FMD Law unless the repayment is made:
 - A. because the owner:
 - I. dies;
 - II. becomes bankrupt; or
 - III. ceases to carry on a primary production business in Australia and does not start carrying on such a business again within 120 days; or
 - IV. has requested the deposit, or part of the deposit, to be transferred to another financial institution; or
 - B. because the circumstances specified in regulation 7 of the *Income Tax (Farm Management Deposits) Regulations 1998* (or its equivalent), relating to repayment in the event of a natural disaster, exist.
 - (iii) Queensland Country will not be liable for any consequences resulting from processing a withdrawal from your FMD Account if you provide incorrect instructions or if there is any delay, error, or loss involving the receiving party.
- (b) Minimum withdrawal
 - (i) The amount of the withdrawal must be at least \$1,000.
 - (ii) If you are closing your FMD Account, the withdrawal must be the balance of your FMD Account.
- (c) Making a withdrawal
 - (i) You can withdraw from your FMD Account by providing us with written instructions in branch or via email.

- (ii) If you want to use a withdrawn amount for a transaction, it must first be transferred to your Nominated Account. Once the funds are in your Nominated Account, you can transact according to the terms and conditions of that account. Withdrawals from your FMD Account cannot be made by any other method, and overdrawing your FMD Account is not permitted.

(d) Transfer to another financial institution

We will electronically transfer your deposit to another financial institution that agrees to accept the deposit as a Farm Management Deposit for the purpose of the FMD Laws if you:

- (i) make a written request for Queensland Country to do so; and
- (ii) provide Queensland Country with any other information or assistance necessary for the purpose.

(e) Withdrawals before the maturity date

- (i) Queensland Country allows partial withdrawals from a FMD Account or a full redemption before the maturity date. An Early Redemption Fee may apply in both instances (please refer to our Fees and Charges brochure). Any applicable fees must be paid by you immediately when requested by us and will not be deducted from your FMD Account.
- (ii) A grace period of 7 days from the date of maturity is provided to all FMD Accounts. During this time, you can request to withdraw or transfer funds without incurring the Early Redemption Fee.

(f) Maturity

- (i) Approximately 30 days before the maturity date of a deposit, we will write to you and ask how you would like the deposit dealt with on the maturity date.
- (ii) When providing Queensland Country with instructions prior to the maturity date, the rate applicable on the maturity date is the rate that will apply. Information on our current interest rates is available at queenslandcountry.bank.
- (iii) If you do not provide us with instructions by the maturity date, we will roll over the deposit to the same term and rate as applied at the time of maturity.

7.10. Compulsory account closure and repayment

- (a) As required by the FMD Laws, we will process a withdrawal of the cleared balance of your FMD Account, by transferring it to your Nominated Account, if we become aware that you have:
 - (i) died; or
 - (ii) been declared bankrupt; or
 - (iii) ceased to be a primary producer for at least 120 days.
- (b) You (or a duly authorised representative of your estate) must notify us if any of those listed events occurs.

7.11. Fees and charges for FMD Accounts

- (a) You are liable to pay for and Queensland Country may debit your Nominated Account with any charges made by Queensland Country for services that are ancillary to the operation of your account, such as Early Redemption Fee, bank cheque fee or RTGS fee. Please refer to our Fees and Charges brochure.
- (b) Fees charges cannot be deducted from your FMD Account and will be collected from you separately.

8. ELECTRONIC BANKING CONDITIONS

8.1. What type of transactions this section applies to

These Electronic Banking Conditions apply for all transactions made under our card and electronic access and payment facilities below:

- payment, funds transfer and cash withdrawal transactions that are initiated using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature
- electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature
- bill payment transactions
- Internet Banking transactions (including App Banking) and Pay Anyone Banking Facility transactions
- online transactions performed using a card number and expiry date
- online bill payments (including BPAY®)
- direct debits
- PayTo
- Transactions using mobile devices
- NPP payments and PayID
- Confirmation of Payee (subject to the Effective Date outlined in 8.52(a)).

(the Electronic Banking Facilities)

8.2. Information about our Electronic Banking Facilities

You should follow the guidelines in the box below to protect against unauthorised use of your access card and pass code. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised transactions. Liability for such transactions will be determined in accordance with these Conditions of Use and the ePayments Code.

Important information you need to know before using a device to make electronic payments

- Sign the access card as soon as you receive it.
- Familiarise yourself with your obligations to keep your access card and pass codes secure.

- Familiarise yourself with the steps you have to take to report loss or theft of your access card or to report unauthorised use of your access card, BPAY® or Internet Banking.
- Immediately report lost, theft or unauthorised use.
- If you change a pass code, do not select a pass code which represents your birth date or a recognisable part of your name.
- Never write the pass code on the access card.
- Never write the pass code PIN on anything which is kept with or near the access card.
- Never lend the access card to anybody.
- Never tell or show the pass code to another person.
- Use care to prevent anyone seeing the pass code being entered on a device.
- Keep a record of the Visa card number and the Visa card Hotline telephone number for your area with your usual list of emergency telephone numbers.
- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address, and ensure your contact details, including email address and mobile phone number, are correct and up to date at all times.
- ALWAYS access the Internet Banking services only using the OFFICIAL phone numbers and URL addresses.
- NEVER access Internet Banking via a link in an email, SMS or other electronic message.
- If accessing internet banking on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history.
- ALWAYS REJECT any request to provide or to confirm details of your pass code. We will NEVER ask you to provide us with these details.

If you fail to ensure the security of your access card, access facility and pass codes you may increase your liability for unauthorised transaction.

These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised payments. Liability for such transactions will be determined in accordance with these Conditions of Use and the ePayments Code.

8.3. Visa Card

- (a) What can a Visa card be used for

Visa card allows you to make payments at any retailer displaying the Visa card logo, anywhere in the world. You can also withdraw cash from your account, anywhere in the world, using an ATM displaying the Visa card logo. We will provide you with a PIN to use with your Visa card. Visa card also allows you to:

- check your account balances
- withdraw cash from your account
- transfer money between accounts

- deposit cash or cheques at Bank@Post™ outlets
- purchase goods and services.

(b) Availability of and restrictions on Visa cards

- (i) We may choose not to give you a Visa card if, in our reasonable opinion, your banking history with us is not satisfactory.
- (ii) We may implement restrictions for individuals under the age of 16 years. These restrictions may include lower offline limits and blocking certain merchant categories.
- (iii) Further restrictions will be imposed for individuals under 13 years, including the blocking of all online and card not present transactions. These restrictions will be available for other individuals over 13 years as required.

(c) Important information about chargebacks for Visa cards

If you believe a Visa card transaction was:

- for goods or services and the Merchant did not deliver them; or
- for goods and services which did not match the description provided by the Merchant,

then you can ask us to 'chargeback' the transaction, by reversing the payment to the Merchant's financial institution. You can do so by telling us within 30 days after the date of the statement that shows the transaction and providing us with any information we may require.

You are not able to reverse a transaction authenticated using Verified by Visa unless we are liable as provided in the Electronic Banking Conditions.

You should inform us as soon as possible if you become aware of circumstances which might entitle you to a chargeback and let us have the cardholder's copy of the Visa transaction receipt in question.

8.4. Passcode security requirements

- (a) This section applies where one or more passcodes are needed to perform a transaction.
- (b) If you or another user breaches these passcode security requirements, we may not be required to indemnify you for loss arising from that breach. See section 10.3 ('When you are liable for loss').
- (c) A user must not:
 - (i) voluntarily disclose one or more passcodes to anyone, including a family member or friend;
 - (ii) where a device is also needed to perform a transaction, write or record passcode(s) on a device, or keep a record of the passcode(s) on anything:
 - A. carried with a device;
 - B. liable to loss or theft simultaneously with a device unless the user makes a reasonable attempt to protect the security of the passcode;
 - C. where a device is not needed to perform a transaction, keep a written record of all passcodes required to perform transactions on one or

more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the passcode(s).

- (d) For the purpose of clauses 8.4(b) and 8.4(c), a reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:
 - (i) hiding or disguising the pass code record among other records;
 - (ii) hiding or disguising the pass code record in a place where a pass code record would not be expected to be found;
 - (iii) keeping a record of the pass code record in a securely locked container;
 - (iv) preventing unauthorised access to an electronically stored record of the pass code record.

This list is not exhaustive.

- (e) A user must not act with extreme carelessness in failing to protect the security of all pass codes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

Note 1: An example of extreme carelessness is storing a username and pass code for internet banking in a diary, mobile phone, or computer that is not password protected under the heading 'Internet banking codes'.

Note 2: For the obligations applying to the selection of a pass code by a user, see section 8.4(f).

- (f) A user must not select a numeric pass code that represents their birth date, or an alphabetical pass code that is a recognisable part of their name, if we have:
 - (i) specifically instructed the user not to do so;
 - (ii) warned the user of the consequences of doing so.
- (g) The onus is on us to prove, on the balance of probability, that we have complied with section 8.4(f).
- (h) Where we expressly authorise particular conduct by a user, either generally or subject to conditions, a user who engages in the conduct, complying with any conditions, does not breach the pass code security requirements in this section 8.4.
- (i) Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a user who discloses, records or stores a pass code that is required or recommended for the purpose of using the service does not breach the pass code security requirements in this section 8.4.

8.5. Transactions

- (a) When you or any authorised person make a transaction using electronic equipment, it is your responsibility to provide the correct amount you wish to pay or transfer and the correct account to which the payment or transfer should be credited. The 'account name' will not be used to verify the accuracy of the account details.

- (b) If you instruct us to pay or transfer an amount greater than what was required, you cannot make a claim against us. You must contact the recipient to obtain a refund.
- (c) If the account you specified for a payment or transfer was incorrect, you can either contact the recipient to request a refund or reach out to us. We will try to recover the funds on your behalf (refer to section 8.36 'Mistaken or misdirected payments from your account').
- (d) If the amount you instructed us to pay or transfer was less than the required amount, you can make an additional payment or transfer to the same recipient to cover the difference.

8.6. Issue and use of the access card

- (a) Provided that each user has an Australian residential address when an access card is issued and the Linked Account allows it, we will issue an access card to you.
- (b) Additionally, upon your request and in accordance with section 8.10 ('Additional access card cardholders'), we can issue an access card to any additional cardholder you nominate.
- (c) As a member of CUSCAL, the principal member of Visa, we are able to provide the card.
- (d) You may only use your access card to perform transactions on those accounts we permit, we will advise you of the accounts which you may use your access card to access.
- (e) You are responsible for all charges incurred with the use of an access card linked to your account, including those made by any additional cardholder.
- (f) You agree to sign the access card immediately upon receipt and before using it to prevent fraudulent or unauthorised use. You must also ensure that any authorised cardholder signs their access card immediately upon receipt and before using it.
- (g) We will advise you from time to time about:
 - (i) the types of transactions that can be performed using your access card,
 - (ii) which ATMs of other financial institutions can be used, and
 - (iii) the daily cash withdrawal limits.
- (h) For details on current transaction limits, please refer to section 3.12 and for children accounts, section 2.9.
- (i) If your access card has contactless functionality, identifiable by the contactless symbol, you can make transactions by holding or tapping your card within 4cm of an electronic terminal without inserting or swiping it. Contactless transactions can only be made at participating merchant outlets and must be under AU\$100. For transactions equal to or over AU\$100, you may need to enter your PIN. The same conditions apply to contactless transactions as to other access card transactions.
- (j) You agree that the access card remains our property at all times.

8.7. Digital card

- (a) We may provide you with a digital copy of your card that can be added to a supported Digital Wallet and be used for a more selective range of transactions and participating merchants. We may provide you with a digital copy of your card to make certain transactions prior to receiving your physical card – we'll let you know if this feature is available on your account.
- (b) We currently provide the following contactless wallets which allows you to use compatible mobile devices to make secure contactless purchases in stores, within selected apps and participating websites, using your Queensland Country Visa card:
 - (i) **Apple Pay:** Please see the Apple Pay Terms and Conditions on our website for more detail.
 - (ii) **Google Pay:** Please see the Google Pay Terms and Conditions on our website for more detail.
 - (iii) **Samsung Pay:** Please see the Samsung Pay Terms and Conditions on our website for more detail.
- (c) You must not activate your physical card until you receive it. You may be liable for unauthorised transactions on your card which result from you activating your card prior to receiving it.
- (d) A digital card is valid when it is issued to you, unless you are required to activate it, in which case the digital card will be valid when it has been activated by you.
- (e) Your digital card will be issued with no card controls in place. This means you will be able to complete all types of transactions. You can change these card controls to restrict its use but must ensure that you maintain the security of your device or account through which your Digital Card can be viewed or accessed
- (f) You agree that a digital card is our property at all times. You must deactivate a digital card, remove the card details from any Digital Wallet to which they are registered, or remove the digital card from any device or account through which it can be viewed or accessed, if we ask you to do so to prevent you or us suffering a loss. This may happen if we believe the device or card details were compromised. You must not modify, encode, encrypt or otherwise interfere with any digital card. Age restrictions apply and a digital card may not be available to all customers.
- (g) You agree to use the Digital Wallet software exclusively for registering and using a digital card within the Digital Wallet. You will not use the software for any other purposes or share it in any manner.

Important information you need to know when using your digital wallet on a mobile phone

You must protect and keep confidential your User ID, phone lock, pass codes, passwords, and all other information required for you to make purchases with your card using the digital wallet.

Always protect your pass codes by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your digital wallet. Try to memorise your pass codes or carefully disguise it.

Never keep a record of your pass codes with your device, on your device or computer, or tell anyone your pass codes.

- Our Conditions of Use require you to report these events to us immediately:
- if your device has been lost or stolen
- you believe your security credentials have been compromised
- if you believe there are errors
- if you suspect fraud associated with your digital wallet

You may become liable for any unauthorised transactions if you unreasonably delay notifying us.

8.8. Using your access card details within a digital wallet

- (a) You may use a Digital Wallet to make contactless payments with your access card. However, you must also comply with any additional terms and conditions set by the digital wallet provider, device provider, or telecommunications service provider.
- (b) Your ability to register an access card in a Digital Wallet is at our discretion (we must act reasonably), and we will provide reasons if we cannot register it. We do not guarantee that all merchants will accept payments via the Digital Wallet and are not liable for any inconvenience caused by a merchant's refusal to accept such payments.
- (c) We are not responsible for the Digital Wallet's functionality, including any disruptions, failures, malfunctions, or security breaches. For any issues, you should contact the Digital Wallet provider.
- (d) If you use biometric recognition (e.g., fingerprint) on your device, no passcodes are needed for payments through the digital wallet. To protect your Linked Accounts, ensure that only your biometrics are stored on the device and that both the device and biometrics remain secure.
- (e) If you or an additional cardholder:
 - (i) allow another person's biometric identifier to be registered on the device, or
 - (ii) share any PIN or passcode with someone else,you authorise that person to make transactions using the access card in the Digital Wallet, and you will be responsible for their use.
- (f) We do not charge extra fees for using a Digital Wallet beyond the usual access card fees. However, third-party fees, such as data usage or text messaging charges, may apply.
- (g) We can suspend or cancel the use of an access card in a Digital Wallet at any time, for reasons such as suspected fraud, overdue balances, legal changes, or directives from the Digital Wallet provider or card scheme. We will notify you if this happens.
- (h) You can remove an access card from a Digital Wallet at any time by following the provider's removal procedures.

- (i) If your device is linked to other devices through a common account, the access card added to the Digital Wallet on one device may also be accessible on linked devices, allowing users of those devices to see the card details and make payments.

8.9. Replacement of an access card

- (a) When your access card is reaching its expiry date

Unless you breach these terms and conditions, we may choose to:

- (i) Issue you a replacement Card before the expiry date on your current access card.
- (ii) Issue a replacement additional card to each additional cardholder before the expiry date on their current additional card.

We will order a replacement card 5 weeks before the expiry date on the current card.

If the card user has not made a PIN-authorised transaction on the card within the 12 months before we order the replacement, we are not obligated to provide a replacement card when the current one expires.

If you do not want to receive a replacement card, either for yourself or for an additional cardholder, you must notify us in writing 6 weeks before the expiry date on the current card.

- (b) General information about replacement of an access card

- (i) You may order a replacement card at any time for yourself or additional cardholder by contacting us.
- (ii) The use of any replacement card will always be subject to these Conditions of Use.
- (iii) If we issue a replacement card:
 - A. you or any additional cardholder must remove the current card and card details from any Digital Wallet where they are registered.
 - B. you or any additional cardholder must destroy the card (or, if Queensland Country requires, return it to Queensland Country)
- (iv) To use the replacement card for payments through the Digital Wallet, the replacement card and card details must first be registered in that Digital Wallet.

8.10. Additional access card cardholders

- (a) You may authorise us, if we agree, to issue an additional access card to an additional cardholder provided this person is over the age of 18 (unless we agree to a younger age).
- (b) You will be liable for all transactions carried out by this cardholder.
- (c) We will give each additional cardholder a separate pass code.
- (d) You must ensure that any additional cardholders protect their access card and pass code in the same way as these Electronic Banking Conditions require you to protect your access card and pass code.

- (e) To cancel the additional access card, you must notify us in writing. However, this cancellation may not be effective until the additional access card is returned to us or you have taken all reasonable steps to have the additional access card returned to us.
- (f) You will not be liable for the continued use of the additional access card from the date that you have:
 - (i) notified us that you want it cancelled; and
 - (ii) taken all reasonable steps to have the additional access card returned to us.
- (g) Please note that if you are unable to return the additional access card to us, we may require you to make a written statement describing the steps you have taken to return the card.

8.11. Validity, cancellation and expiry of access card

You must not use your access card:

- (a) before the valid date or after the expiration date shown on the face of access card; or
- (b) after the access card has been cancelled.

You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your account.

8.12. Cancellation of access card or access to Internet Banking, Osko, PayTo or BPAY®

- (a) You can request to cancel any access facility in person, online, or over the phone. We may cancel or suspend any access facility at any time for the following reasons:
 - (i) Security concerns
 - (ii) Suspected fraud by you or someone acting on your behalf
 - (iii) Suspected compromise or risk of compromise to your account or access method
 - (iv) Breach of these Electronic Banking Conditions that is not remedied within 20 business days of receiving notice
 - (v) Breach of an obligation under these Electronic Banking Conditions that cannot be remedied
 - (vi) Insolvency Event
- (b) For access cards, we may cancel the card by capturing it at any ATM. We may also refuse to complete a transaction, cancel, or suspend any access facility without notice if you or an authorized user engage in conduct that we reasonably consider:
 - (i) Offensive or inappropriate
 - (ii) Unlawful
 - (iii) Defamatory, harassing, or threatening

- (iv) Promotes or encourages physical or mental harm, violence, or terrorism
- (c) We may also refuse to complete a transaction, cancel, or suspend any access facility without notice if where you or an authorised user use an access facility or any services associated with it, to engage in conduct that, in our reasonable opinion:
 - (i) for security reasons where we reasonably suspect your account has been;
 - (ii) compromised or is at risk of being compromised;
 - (iii) your account is overdrawn and you have not corrected that overdrawn position in accordance with the terms and conditions of your account;
 - (iv) you are in default of the terms and conditions of your account and you have not rectified that default in the time specified in any notice to remedy the default;
 - (v) we are required to by law, directed to by a payment scheme (or similar payment authority), banking regulator or where Queensland Country is no longer a participant in a payment scheme;
 - (vi) you suffer an Insolvency Event;
 - (vii) you or a joint account holder becomes deceased; or
 - (viii) your account becomes dormant.
- (d) For internet banking, BPAY®, Osko, or PayTo, we may cancel or suspend the facility if:
 - (i) Our BPAY® Scheme membership or Osko subscription is suspended, ceased, or cancelled for any reason;
 - (ii) where we suspect on reasonable grounds that you are using Osko in a manner that will or is likely to affect our ability to continue providing Osko to you or our other customers;
 - (iii) where we believe on reasonable grounds that it is necessary to do so to prevent loss to Queensland Country or you, including where we suspect that the facility is being used or will be used for fraudulent purposes;
 - (iv) temporarily for the purpose of performing system maintenance or upgrades.
- (e) We will block gambling transactions on credit card accounts without liability. If we cannot block a gambling transaction, you will still be responsible for it.

Function	How the Card Control Service Works when you are in Australia	How the Card Control Service Works Internationally	Things to Note
In-store Transactions	Disabling in-store transactions blocks transactions where the physical card is presented at a domestic terminal (excluding ATMs). This also declines Australian payWave transactions.	Disabling in-store transactions blocks transactions where the card is presented at an international terminal (excluding ATMs). This also declines International payWave transactions.	This does not affect digital wallet or online transactions.
Online Transactions	Disabling online transactions blocks transactions processed in Australia where the card is not present, including online, phone, or mail orders processed domestically.	Disabling online transactions blocks transactions processed by overseas merchants and transactions made in Australia but processed overseas.	This does not affect in-store or payWave purchases.
ATM Withdrawals	Disabling ATM withdrawals blocks cash withdrawals or transfers at Australian ATMs.	Disabling ATM withdrawals blocks cash withdrawals or transfers at international ATMs.	This does not affect staff-assisted or non-ATM self-service cash withdrawals/transfers at a branch.
payWave	Disabling payWave blocks transactions made by tapping or waving the card near a domestic terminal.	Disabling payWave blocks transactions made by tapping or waving the card near an international terminal.	This does not affect transactions made by inserting or swiping the card, or digital wallet transactions.
Digital Wallet	Disabling digital wallet blocks payments via Apple Pay, Google Pay, Samsung Pay, or other mobile payment systems at domestic terminals, inside apps, and on websites processed within Australia.	Disabling digital wallet blocks payments via Apple Pay, Google Pay, Samsung Pay, or other mobile payment systems at international terminals, inside apps, and on websites processed outside Australia.	
Report a Card Lost or Stolen	Reporting a card lost or stolen cancels the card permanently. A new card will not be issued automatically.		A replacement card can be ordered by contacting us.
Change PIN	Enables you to change the access card PIN immediately.		
Temporary Card Block	Temporarily disables all card control indicators except digital wallet. Useful if the card is misplaced.		Digital wallet transactions will not be blocked unless set to disable after blocking the card.

8.13. Using card controls on your access card

- You must be a Queensland Country access card holder that is registered for Internet Banking in order to access the card controls service within Internet Banking and App Banking.
- You may be able to use card controls in order to do the following:
- When you get a new or renewed access card, we suggest using the Queensland Country app or logging into Internet Banking to set the card controls you want for that card.
- Initially, all control indicators will be set to their default position, which is “enabled,” meaning no transactions will be blocked.
- Card controls you set for an access card will apply to all accounts linked to that card.

- If you are the primary cardholder and have an additional cardholder with a different card number, the controls you set for your card will not apply to the additional cardholder’s card, and we do not notify them of any controls you set.
- We rely on the transaction information provided by merchants to decline transactions based on your card controls. If we receive an authorisation request that does not match a blocked transaction type, we cannot decline it.
- When you enable a card control or temporary block, the following transactions will still be processed and charged to the relevant account:
 - Transactions on the account linked to your access card made via a Queensland Country branch, Internet Banking, or App Banking, including transfers to other accounts, bill payments (including BPAY®), and assisted cash withdrawals at branches
 - Transactions not sent to us for authorisation, such as some contactless payments or transactions during system interruptions
 - Transactions we consider necessary for your convenience
- We will try to decline transactions that match your card controls, but we cannot guarantee all such transactions will be declined. We are not responsible for any loss if:
 - A transaction authorised by you or an additional cardholder is charged to your account despite matching a card control
 - A transaction is declined because it matches a card control, including any subsequent loss of goods/services if a merchant cannot process the transaction
- If you enable an international transaction, check your transaction history to confirm it appears on your account before disabling that transaction type, as some merchants may not process transactions immediately.
- Card controls may not always be effective, especially during disruptions to computer or telecommunications systems or electronic terminal failures, which may make the card control service unavailable.
- A temporary block does not report your card as lost or stolen. If your card is lost, stolen, or cannot be located, report it as soon as possible via Internet Banking, the Queensland Country app, or by calling us. Also, inform us of any fraudulent activity, such as unauthorised transactions.
- We may change card control functionality at any time without prior notice. Any changes will be reflected when you download an updated version of the Queensland Country app.

8.14. Using Visa outside Australia

- All transactions made in a foreign currency on the Visa card will be converted into Australian currency by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
- mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).

- (c) All transactions made in a foreign currency on the Visa card are subject to a conversion fee. Please refer to the Fees and Charges brochure for the current conversion fee.
- (d) Some overseas Merchants and electronic terminals charge a surcharge for making a transaction using your Visa card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- (e) Some overseas Merchants and electronic terminals allow the cardholder the option to convert the value of the Transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

8.15. Foreign currency conversion fee

We will charge you with a foreign currency conversion fee (also known as foreign currency transaction fee) for each of the following types of transactions:

- transactions made overseas, to be converted into \$AUD
- transactions made in a foreign currency, to be converted into \$AUD
- 'card-not-present' transactions in \$AUD with merchants located overseas
- transactions in \$AUD with financial institutions located overseas or
- transactions in \$AUD (or any other currency) that is processed by an entity outside Australia (together referred to as Overseas Transactions in \$AUD).

Be aware that an online shopping website with a '.com.au' domain may seem like an Australian business, but they or their bank could be based overseas. As a result, you might still incur an international transaction fee.

8.16. Consequences of suspension or termination

- (a) Your access card or access to internet banking, BPAY®, PayTo, or Osko will be terminated when:
 - (i) we notify you that your access card or access method to the account has been cancelled; or
 - (ii) you close the last account with us that the access card applies to or that has internet banking, BPAY®, PayTo, or Osko access; or
 - (iii) you change the authorities governing the use of your account(s) to which the access card applies or that has internet banking, BPAY®, PayTo, or Osko access (unless we agree otherwise).
- (b) For your access card, you will be responsible for any transactions made before the card is cancelled but posted to your account afterward. We will credit any refunds or other credit payments made before cancellation but received after.
- (c) We may require the return or destruction of any cancelled access card.
- (d) For internet banking, BPAY®, PayTo, or Osko, if you carry out a transaction using the relevant access method despite the cancellation, you will remain liable for that transaction.
- (e) Termination or suspension of your rights to use Osko does not:

- (i) Affect any claims either party may have against the other for any existing breaches of these Conditions of Use.
- (ii) Impact the accrued rights and remedies of either party.

8.17. Exclusions of access card warranties and representations

- (a) We do not warrant or guarantee that merchants or ATMs displaying access card signs or promotional materials will accept your access card.
- (b) We do not accept any responsibility:
 - (i) if a merchant, bank, or other institution displaying access card signs or promotional materials refuses to accept or honour your access card;
 - (ii) for any defects in the goods and services you purchase using the access card. You acknowledge that any complaints about these goods and services must be directed to the supplier or merchant.

8.18. Using Internet Banking

We do not warrant that:

- (a) the information available to you about your accounts through our Internet Banking service is always up to date
- (b) you will have 24 hours a day, 7 days per week, access to Internet Banking
- (c) data you transmit via Internet Banking is totally secure.

8.19. How to report loss, theft or unauthorised use of your access card, passcode or digital wallet

If you believe your access card has been misused, lost or stolen or the pass code has become known to someone else, you must immediately contact us during business hours or the access card Hotline at any time.

Please refer to How to Contact Us in section 1.2 for our contact details.

We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

The access card Hotline is available 24 hours a day, seven days a week.

If the access card Hotline is not operating when you attempt notification, nevertheless, you must report the loss, theft or unauthorised use to us as soon as possible during business hours. We will be liable for any losses arising because the access card Hotline is not operating at the time of attempted notification, provided you report the loss, theft or unauthorised use to us as soon as possible during business hours.

If the loss, theft or misuse, occurs **OUTSIDE AUSTRALIA** you must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:

- (a) with us by telephone or priority paid mail as soon as possible; or
- (b) by telephoning the Visa card Hotline number for the country you are in.

Visa card hotline

Australia wide toll free: 1800 648 027

From overseas: +61 2 9959 7480

8.20. How to report unauthorised use of Internet Banking

If you believe that your passcodes for Internet Banking transactions have been misused, lost or stolen, or, where relevant, your passcode has become known to someone else, you must contact us immediately.

Please refer to How to Contact Us in section 1.2 for our contact details. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. Please retain this reference number.

If you believe an unauthorised transaction has been made and your access method uses a pass code, you should change that pass code via Internet Banking or contacting us via phone or in branch.

8.21. Using BPAY®

- (a) You can use BPAY® to pay bills bearing the BPAY® logo from those accounts that have the BPAY® facility.
- (b) 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 (e.g. your account number with the biller), the amount to be paid and the account from which the amount is to be paid.
- (c) We cannot effect your BPAY® instructions if you do not give us all the specified information or if you give us inaccurate information.

Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.

8.22. Processing BPAY® payments

- (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:
 - (i) you become aware of any delays or mistakes in processing your BPAY® payment;
 - (ii) you did not authorise a BPAY® payment that has been made from your account; or
 - (iii) you think that you have been fraudulently induced to make a BPAY® payment.

Please keep a record of the BPAY® receipt numbers on the relevant bills.

- (b) A BPAY® payment instruction is irrevocable.
- (c) Except for future-dated payments you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.
- (d) We will treat your BPAY® payment instruction as valid if, when you give it to us, you use the correct access method.
- (e) 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).

- (f) Please note that you must provide us with written consent addressed to the biller who received that BPAY® 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.

- (g) A BPAY® payment is treated as received by the biller to whom it is directed:

- (i) on the date you direct us to make it, if we receive your direction by the cut off time on a banking business day, that is, a day in Sydney or Melbourne when banks can effect settlements through the Reserve Bank of Australia; and
- (ii) otherwise on the next banking business day after you direct us to make it.

- (h) Please note that 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.

- (i) Notwithstanding this, a delay may occur processing a BPAY® payment if:

- (i) there is a public or bank holiday on the day after you instruct us to make the BPAY® payment;
- (ii) 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
- (iii) a biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.

- (j) If we are advised that your payment cannot be processed by a biller, we will:

- (i) advise you of this;
- (ii) credit your account with the amount of the BPAY® payment; and
- (iii) take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

- (k) 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:

- (i) 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
- (ii) 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.

- (l) 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.

8.23. Future-dated BPAY® payments

Please note this is an optional facility depending on whether we offer it.

You may arrange BPAY® payments up to 60 days in advance of the time for payment. If you use this option, you should be aware of the following:

- (a) 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, there must be sufficient available credit for that purpose;

- (b) 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;
- (c) you are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly;
- (d) you should contact us if there are any problems with your future-dated payment;
- (e) 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.

8.24. Consequential damage for payments

- (a) This section 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 (including the ePayments Code and the Customer Owned Banking Code of Practice). If those laws would make this section illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this section 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 (including any loss of profit) you suffer as a result of your use of any access method (such as BPAY®, Osko, PayTo, EFTPOS, access card and direct debits) for sending or receiving, or arranging to send or receive any payments from your account, 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.
- (c) In respect of any warranty or consumer guarantee which is unable to be excluded under any relevant law, our liability in respect of a breach of that warranty or guarantee relating to your use of account is limited to the re-supply of the services or the payment of the cost of having the services supplied again at your discretion.

8.25. Regular payment arrangements

- (a) You should keep a record of any regular payment arrangements you have with a Merchant.
- (b) To change or cancel a regular payment arrangement, contact the Merchant or us at least 15 days before the next scheduled payment. If possible, keep a copy of the change/cancellation request.
- (c) If your card details change (e.g., if your Visa card is lost, stolen, expired, and replaced), you must ask the Merchant to update the details of your existing payment arrangement to ensure payments continue. Failure to do so may result in the arrangement not being honoured, or the Merchant may stop providing the goods and/or services.
- (d) If your Visa card or accounts with us are closed for any reason, immediately contact the Merchant to change or cancel your regular payment arrangement, as the Merchant may stop providing the goods and/or services.

8.26. What is the NPP and Osko?

(a) What is NPP?

The NPP is new payments infrastructure that enables members to make and receive real-time payments. We subscribe to Osko under the BPAY Scheme. Osko is an overlay service that leverages the functionality of the NPP to provide payment services to participants.

(b) What is Osko?

Osko is a near real-time payment service that allows you to send money almost instantly using either a bank account number and BSB or PayID if both bank accounts are Osko enabled.

(c) Using Osko

- (i) You can use Osko to:
 - A. make an Osko payment using the payee's account details;
 - B. make scheduled and recurring Osko payments;
 - C. pay bills bearing the Osko logo;
 - D. make and receive Osko Payments using the payee's PayID instead of account details,from those accounts that have the Osko facility.
Limits may apply.
- (ii) We cannot effect your Osko instructions if you do not give us all the specified information or if you give us inaccurate information.
- (iii) You should ensure that all information you provide in relation to an Osko Payment is correct as we will not be able to cancel an Osko Payment once it has been processed.
- (d) When initiating an Osko Payment, you might direct the Osko Payment to an incorrect account if you get the PayID wrong. To try and avoid this, we will ask you to verify that you have the right PayID by presenting you with the associated PayID Name of the payee as an additional confirmation of the intended recipient before you submit a Payment Direction. To avoid Osko payments going to the wrong account when you make a payment using a PayID, we will provide the name of the person you are paying so you can confirm it is the intended recipient before you submit the payment for processing.
- (e) In order to better provide you with the services under Osko, we may retain certain information relating to PayIDs you have used. For example, we may retain information relating to PayIDs you provide us in order to facilitate scheduled payments.
- (f) We cannot effect an Osko Payment if:
 - A. the payee's financial institution does not support the New Payments Platform Payment service and/or
 - B. the payee's account is locked.

(g) Depending on the settings you choose for your PayID, other account holders on your account may be able to see messages and notifications associated with Osko Payments addressed to your PayID.

8.27. Processing Osko payments

- (a) We will attempt to make sure that your Osko® payments are processed promptly by participants in Osko®, and you must tell us promptly if:
- (i) you become aware of any delays or mistakes in processing your Osko® payment;
 - (ii) you did not authorise an Osko® payment that has been made from your account; or
 - (iii) you think that you have been fraudulently induced to make an Osko® payment.
- (b) An Osko® payment instruction is irrevocable.
- (c) Except for scheduled and recurring Osko® payments, you cannot stop an Osko® payment once you have instructed us to make it and we cannot reverse it.
- (d) We will treat your Osko® payment instruction as valid if, when you give it to us, you:
- (i) use the correct access method;
 - (ii) you comply with these Conditions of Use in relation to making Osko Payments, subject to applicable laws including, where applicable, the ePayments Code.
- (e) 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).
- (f) If we are advised that an Osko Payment you have attempted to send from your account cannot be processed for whatever reason, we will:
- (i) advise you of this
 - (ii) when appropriate, credit your account with the failed amount of the Osko Payment; and
 - (iii) take all reasonable steps to assist you in making the Osko Payment as quickly as possible.
- (g) Where you direct us to make an Osko Payment using a BSB and account number, we will, in the first instance endeavour to send the payment as an Osko Payment. If, for any reason the payment cannot be effected via Osko we will attempt to send the payment as a direct credit on your behalf and you authorise us to do this. In these circumstances the terms and conditions in respect of direct credits will apply to the payment. A direct credit will not be effected in real time.

8.28. Notifications of Osko payments

- (a) We will inform you when:
- (i) we confirm and validate each Osko payment direction you give us;
 - (ii) an Osko payment direction is successfully completed; and
 - (iii) an Osko payment direction has failed for any reason.

(b) Where we are able to do so we will tell you:

- (i) if there are delays in processing Osko Payments;
- (ii) when Osko Payments are likely to be completed; and
- (iii) give you the opportunity to cancel an Osko Payment that is delayed.

8.29. Scheduled or recurring Osko Payments

You may schedule Osko® payments up to 60 days in advance of the time for payment and you can also schedule recurring Osko® payments. If you use this option, you should be aware of the following:

- (a) you are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all scheduled and recurring Osko® payments (and any other drawings) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose;
- (b) if there are insufficient cleared funds or, as relevant, insufficient available credit, the Osko® payment will not be made and you may be charged a dishonour fee;
- (c) you are responsible for checking your account transaction details or account statement to ensure that the scheduled or recurrent Osko® payment is made correctly;
- (d) you should contact us if there are any problems with your scheduled or recurrent Osko® payments;
- (e) you must contact us if you wish to cancel a scheduled or recurrent Osko® payment after you have given the direction but before the date for payment.

8.30. Choosing a PayID and PayID Name

- (a) You do not have to register PayID but any PayID created must be in a PayID Type that we support. The following is the full list of PayID types that we support:
 - (i) a valid email address;
 - (ii) a mobile phone number issued in Australia; and
 - (iii) for business customers, their ABN, ACN, ARBN or ARSN.
- (b) In establishing a PayID, you represent and warrant that:
 - (i) you own or are authorised to use the PayID you have created;
 - (ii) the PayID is current, accurate and complete; and
 - (iii) you agree to the PayID you have established being registered in the PayID Service.
- (c) You may choose to create more than one PayID for your account.
- (d) You must first satisfy us that you own or are authorised to use your chosen PayID before you can use it. This means we may ask you to provide evidence to establish this to our satisfaction, whether you are already registered for any other mobile or online banking or online payment services with us or not. We may reject your use of any PayID where in our reasonable opinion you are not the owner or authorised to use that PayID.

- (e) We can also refuse your request to create a PayID where:
 - (i) we have not verified your identity
 - (ii) we are required to do so by law or by the New Payments Platform operator; or
 - (iii) the PayID is already in existence.
- (f) If you have other authorised users on your account, each authorised user can create a unique PayID for the account.
- (g) If you have nominated a joint account to participate in Osko, you and each other joint account holder can create a unique PayID for the account.
- (h) Once a PayID is created and linked to your account, you may not use the same PayID in relation to any other account with us or with any other financial institution.
- (i) We may restrict some PayID Names or PayID Types if they:
 - (i) are identical to another PayID in the service;
 - (ii) restricted for use only by business customers and organisational payers;
 - (iii) likely to mislead or deceive a payer into sending you Osko Payments intended for another payee; or
 - (iv) for any other reason which, in our reasonable opinion, is inappropriate.
- (j) If you have attempted to create a PayID for your account and have been informed that it is identical to another PayID in the service, you can contact us to discuss the duplicate PayIDs but we will not be able to disclose details of any personal information in connection with the duplicate PayID.
- (k) Depending on the payer's financial institution, your PayID Name may be displayed to payers who send Osko Payments to you. At the same time you create your PayID Name, we will either enable you to:
 - (i) confirm your selection of a PayID Name for display to payers; or
 - (ii) select an alternative PayID Name, such as your business name, for display.
- (l) We will not permit the choosing of a PayID Name that we consider could reasonably mislead or deceive a payer into sending you an Osko payment intended for another payee.

8.31. Transferring your PayID to another account

- (a) You can request a transfer of your PayID at any time. However, a locked PayID cannot be transferred.
- (b) You can transfer your PayID to another account with us, or to an account with another financial institution, by submitting a request to us online (via our internet banking site or our mobile app), by visiting a branch or over the phone by calling us on 1800 075 078.
- (c) A transfer of your PayID to another account with us will generally be effective immediately, unless we notify you otherwise.

- (d) To transfer your PayID to another financial institution, you must ask us to put your PayID into a transfer state and tell your new financial institution to complete the transfer.
- (e) Until the transfer is effected, all Osko payments to your PayID will be directed to your current linked account with us.
- (f) If the new financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain attached to your linked account with us. This means Osko Payments to your PayID will continue to be directed to your account with us. You can request to transfer your PayID again at any time.
- (g) If the PayID you transfer to another financial institution is linked to a PayTo Payment Agreement, the Payment Agreement will not automatically transfer with the PayID.
- (h) You will need to either link the Payment Agreement to another account with us or transfer the Payment Agreement to the other financial institution (see section 8.45 "Transferring your Payment Agreement"). We may refuse to transfer a PayID to another financial institution until you have taken appropriate steps, as we reasonably determine, in relation to any linked Payment Agreements.

8.32. Transferring your PayID from another account

- (a) You can transfer a PayID that you have created for an account with another financial institution to your account with us by initiating the transfer process with the other financial institution and notifying us once this has been done so that we can complete the transfer process.
- (b) If the PayID you transfer to an account with us is linked to a PayTo Payment Agreement, the Payment Agreement will not automatically transfer with the PayID. You will need to take additional steps if you wish to transfer the Payment Agreement to your account with us (see section 8.45 "Transferring your Payment Agreement").

8.33. Locking your PayID

- (a) We monitor PayID use to manage PayID misuse and fraud.
- (b) You acknowledge and agree to us locking your PayID if we reasonably suspect misuse of your PayID or where your PayID has been used to procure Osko Payments fraudulently.
- (c) You will need to contact us to unlock a locked PayID.

8.34. Closing your PayID

- (a) You can submit a request to close your PayID by submitting a request to us online (via our internet banking site or our mobile app), by visiting a branch or over the phone by calling us on 1800 075 078.
- (b) We may refuse to close a PayID until you have taken appropriate steps, as we reasonably determine, in relation to any PayTo Payment Agreements linked to the PayID.

- (c) You must keep your PayID details current, accurate and complete.
- (d) You must notify us immediately if you no longer own or have authority to use your PayID.
- (e) We can close your PayID where:
 - (i) we are not reasonably satisfied that you own or are otherwise authorised to use that PayID
 - (ii) we reasonably suspect that the PayID is or has been used for a fraudulent purpose
 - (iii) your PayID has remained locked for a period that we reasonably consider to be excessive; or
 - (iv) we are required to do so by law or by the operator of the NPP.
- (f) We will automatically close your PayID if the Linked Account for that PayID is closed.

8.35. Mistaken or misdirected payments into your account

Where we and the sending financial institution determine that an Osko Payment made to your account is either a mistaken payment or a misdirected payment, we may, without your consent, deduct from your account an amount up to the original amount of the mistaken payment or misdirected payment, subject to complying with any other applicable terms and conditions.

We will notify you if a mistaken payment or misdirected payment has been made.

8.36. Mistaken or misdirected payments from your account

Please notify us immediately if you believe you have made an incorrect Osko Payment (excluding errors in the amount intended to be paid).

If you realise after making an Osko Payment that:

- You paid more than necessary: you should contact the payee for a refund.
- You paid less than intended: you can make another Osko Payment to cover the difference.

If you are responsible for a mistaken Osko Payment, we will make reasonable efforts to recover the amount from the recipient. However, if we are unable to recover the amount within 20 business days, you will be liable for the payment. If we recover any part of the mistaken Osko Payment after the 20 business days, we will credit the recovered amount to you, minus any applicable fees, taxes, or charges.

8.37. Future dated Osko payments

Please note that this section is only applicable if Queensland Country notifies you that future-dated payment functionality for Osko payments is available. Queensland Country does not guarantee that it will offer future-dated payment functionality.

You may schedule Osko Payments in advance. If you choose this option, please be aware of the following:

- You are responsible for ensuring there are sufficient cleared funds in the account to cover all future-dated Osko Payments (and any other withdrawals) on the nominated payment date(s). If the account is a credit facility, there must be sufficient available credit.

- If there are insufficient cleared funds or available credit, the Osko Payment will not be made, and you may incur 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 if there are any issues with your future-dated payment.
- You must contact us if you wish to cancel a future-dated payment after giving the instruction but before the payment date. You cannot stop the Osko Payment on or after the payment date.

8.38. Consequential damage for Osko payments

- (a) This section does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we adhere. If such laws render this section illegal, void, unenforceable, or impose a prohibited obligation or liability, this section should be interpreted as modified to the extent necessary to comply with those laws or codes or omitted if required.
- (b) We are not liable for any consequential loss or damage you suffer from using Osko, except for loss due to our negligence or a breach of a condition or warranty implied by law that cannot be excluded, restricted, or modified, or only to a limited extent.
- (c) For any warranty or consumer guarantee that cannot be excluded under relevant law, our liability for a breach related to your use of Osko is limited to either re-supplying the services or paying the cost of having the services supplied again, at your discretion.

8.39. Changes to Osko

We may change the way you use Osko where the change is reasonably necessary to:

- comply with any law
- accommodate changes in the operation of the BPAY® Scheme or Osko
- comply with BPAY®'s or our security policies and procedures.

We will notify you of these changes when they occur.

8.40. Privacy information about PayID and Osko

By creating your PayID, you acknowledge and authorise the following:

- We will record your PayID, PayID Name, and account details (including your full legal account name) in the PayID Service.
- Osko participants, which are payers' financial institutions, will use your PayID information to construct Osko Payment messages, enabling payers to make Osko Payments to you, and disclose your PayID Name to payers for Osko Payment validation.
- To provide you with Osko services, we will disclose your personal information (as defined by the Privacy Act 1988 (Cth) and including any updates you notify us of) to BPAY®, its service providers, and other participants involved in Osko. Without disclosing your personal information to BPAY® and its service providers, we cannot provide you with Osko services.

You must notify us of any changes to your personal information that may be contained in a PayID Record.

To the extent that the creation and use of the PayID Record constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Act 1988 (Cth), you acknowledge and agree that you consent to that disclosure, storage and use.

8.41. Net position view

- (a) Net Position View in Internet Banking allows you to see a summary of your assets and liabilities. Using the Net Position View, you can see the credit balance you hold in accounts with Queensland Country and the liabilities you owe to Queensland Country.
- (b) The 'Net Position View' is calculated as the difference between your total liabilities and total assets in your Queensland Country accounts. It does not consider other information, such as the value of the asset against which the liability is secured, and therefore may not accurately reflect your 'net worth'. The information is based on transactions that have cleared your account.

8.42. Creating a PayTo Payment Agreement

- (a) PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.
- (b) If you elect to establish a Payment Agreement with a Merchant or Payment Initiator that offers PayTo payment services, you will be required to provide that Merchant or Payment Initiator with your personal information including your BSB and Account number, or your PayID. You are responsible for ensuring the information you provide to the Merchant or Payment Initiator is correct. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to their own privacy policy and terms and conditions.
- (c) Payment Agreements must be recorded in the Mandate Management Service before NPP Payments can be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service.
- (d) The Mandate Management Service will notify us of the creation of any Payment Agreement established using your Account or PayID details.
- (e) We will notify you of the creation of a Payment Agreement, and provide details of the Merchant or Payment Initiator, the payment amount and payment frequency (if these are provided) to seek your confirmation of the Payment Agreement.
- (f) You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be effective.
- (g) If you decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.
- (h) We will process payment instructions in connection with a Payment Agreement, received from the Merchant's or Payment Initiator's financial institution, only if

you have confirmed the associated Payment Agreement. Payment instructions may be submitted to us for processing immediately after you have confirmed the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you confirm them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have confirmed.

- (i) If a Payment Agreement requires your confirmation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.
- (j) If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.

(k) This section 8.42 does not apply to Migrated DDR Mandates.

8.43. Amending a Payment Agreement

- (a) Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.
- (b) We will send you notification/s of proposed amendments to the payment terms of the Payment Agreement requested by the Merchant or Payment Initiator. Such amendments may include variation of the payment amount, where that is specified in the Payment Agreement as a fixed amount, or payment frequency. The Mandate Management Service will notify us of the amendment request. We will deliver a notification of the proposed amendment to you via the Queensland Country app for your approval (however you can contact us via phoning 1800 075 078 or in branch for manual agreement administration (e.g., cancel, transfer etc. a Payment Agreement). You may confirm or decline any amendment request presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be deemed to be effective. If you decline, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.
- (c) Amendment requests which are not confirmed or declined within 5 calendar days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.
- (d) If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.
- (e) Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.
- (f) Once a Payment Agreement has been established, you may instruct us to amend your name or Account details in the Payment Agreement only. Account

details may only be replaced with the BSB and account number of an account you hold with us. If you wish to amend the Account details to refer to an account with another financial institution, you may give us a transfer instruction (see section 8.45 'Transferring your Payment Agreement'). We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

8.44. Pausing your Payment Agreement

- (a) You may instruct us to pause and resume your Payment Agreement by contacting us through the Queensland Country app, in branch or phoning us on 1800 075 078. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.
- (b) Merchants and Payment Initiators may pause and resume their Payment Agreements. If the Merchant or Payment Initiator pauses a Payment Agreement to which you are a party, we will promptly notify you of that, and of any subsequent resumption, via the Queensland Country app. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the Merchant or Payment Initiator.

8.45. Transferring your Payment Agreement

- (a) You may elect to have payments under your Payment Agreement made from an account at another financial institution. You may do this by contacting us through the Queensland Country app and selecting "Transfer your Payment Agreement" or phoning us on 1800 075 078 for assistance. We will provide you with a Transfer ID to provide to your new financial institution to enable them to complete the transfer.
- (b) Your new financial institution will be responsible for having you authorise the transfer of the Payment Agreement and also updating the Payment Agreement in the Mandate Management Service. The updated Payment Agreement will become effective upon being updated in the Mandate Management Service.
- (c) Until the Transfer is completed, the Payment Agreement will remain linked to your Account with us and payments under the Payment Agreement will continue to be made from your Account with us. If the other financial institution does not complete the transfer within 14 calendar days, the transfer will be deemed to be ineffective and payments under the Payment Agreement will continue to be made from your Account with us.
- (d) To Transfer a Payment Agreement that you have with another financial institution to us, you will need to obtain a Transfer ID from that institution and provide it to us by the Queensland Country app or phoning us on 1800 075 078 for assistance.

Where you instruct us to process a Transfer of a Payment Agreement from another financial institution to us, we will use reasonable endeavours to do so within 14 days. We do not guarantee that all Payment Agreements will be Transferrable to us. If we are unable to complete a Transfer, we will notify you and advise you of your options. The transfer of a Payment Agreement will become effective upon being updated in the Mandate Management Service by us.

8.46. Cancelling your Payment Agreement

- (a) You may instruct us to cancel a Payment Agreement on your behalf through the Queensland Country app or phoning us for assistance. We will act on your instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation.
- (b) **You will be liable for any loss that you suffer as a result of the cancellation of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator (for example, any termination notice periods that have not been adhered to).**
- (c) Merchants and Payment Initiators may cancel Payment Agreements. If the Merchant or Payment Initiator cancels a Payment Agreement to which you are a party, we will promptly notify you of that cancellation via the Queensland Country app. We will not be liable to you or any other person for loss incurred as a result of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

8.47. Migration of Direct Debit arrangements

- (a) Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers, may establish Payment Agreements for these, as Migrated DDR Mandates, in order to process payments under those arrangements via the NPP rather than BECS. If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under PayTo. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to confirm or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate.
- (b) You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, in the same manner as for other Payment Agreements.

8.48. Your responsibilities when using PayTo

- (a) You must ensure that you carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests. **We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.**
- (b) You must notify us immediately if you no longer hold or have authority to operate the Account from which a payment under a Payment Agreement or Migrated DDR Mandate have been /will be made.
- (c) You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. **We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.**
- (d) You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. **You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that Merchant or Payment Initiator.**
- (e) You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates. **Subject to any applicable laws and binding industry codes, we will not be responsible for any loss that you suffer as a result of your Account having insufficient funds.** Section 3.15 'Overdrawn accounts' will apply in relation to circumstances where there are insufficient funds in your Account.
- (f) If you receive a Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us by calling us.
- (g) From time to time, we may ask you to confirm that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. **Failure to respond may result in us pausing the Payment Agreement/s or Migrated DDR Mandate/s.**
- (h) We recommend that you allow notifications from the app to your smartphone and check your internet banking notifications and emails to ensure that you're able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.
- (i) When using any of the facilities that we provide to you in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates, you are responsible for ensuring that:
 - (i) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date;
 - (ii) you do not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and

- (iii) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
- (j) All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors (**Our Intellectual Property**). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of these Conditions of Use.
- (k) Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:
 - (i) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
 - (ii) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
 - (iii) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and
 - (iv) your failure to use Our Intellectual Property in accordance with this agreement.
- (l) We may cancel or suspend your use of PayTo in accordance with our rights under section 8.12 "Cancellation of access card or access to Internet Banking, Osko, PayTo or BPAY®"
- (m) We may amend the terms and condition relating to PayTo in accordance with our rights under section 3.21 'Changes to your account or our terms and conditions'. If you do not accept our amendments, you may cease using PayTo.
- (n) You must comply with all applicable laws in connection with your use of PayTo.

8.49. Queensland Country's responsibilities for PayTo

- (a) We will accurately reflect all information you provide to us in connection with a Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.
- (b) We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreements or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues.
- (c) If you become aware of a payment being made from your Account, that is not permitted under the terms of your Payment Agreements or Migrated DDR Mandates or that was not authorised by you, please contact us as soon as possible via phoning 1800 075 078 or in branch and submit a claim. We will respond to all claims within 5 business days and if the claim is founded, we will

refund your Account. We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

- (d) We may impose daily or other periodic limits on the value of payments that can be made using PayTo. We may reject any payment instructions from a Merchant or Payment Initiator that will cause you to exceed any such limit. We are not liable for any loss that you or any other person may suffer as a result of us rejecting a payment instruction under this clause.

8.50. Privacy information about PayTo

By confirming a Payment Agreement or permitting the creation of a Migrated DDR Mandate against your Account with us, you acknowledge that you authorise us to collect, use and store your personal information and the details of your Payment Agreement or Migrated DDR Mandate in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.

8.51. Authority in relation to Payment Agreements

Your instructions in relation to a Payment Agreement must be provided in accordance with the account operating instructions for the Account that is, or is intended to be, linked to the Payment Agreement. This includes instructions to confirm or decline a Payment Agreement or the Merchant's or Payment Initiator's amendments to a Payment Agreement, or to amend, pause, resume, cancel or transfer a Payment Agreement. For example, instructions to confirm a Payment Agreement linked to a joint account operated on an 'all to sign' basis must be provided by all the joint holders. Any changes to your account operating instructions for the Account may result in a pause of the Payment Agreement. While the Payment Agreement is paused, we will not process payment instructions in connection with it. We are not liable for any loss that you or any other person may suffer as a result of you pausing a Payment Agreement.

8.52. Confirmation of Payee

(a) Effective date

The provisions of this clause 8.52 take effect on and from 1 May 2025.

(b) What is Confirmation of Payee

The Confirmation of Payee service allows payers to confirm the account name of the BSB and account number they want to make payment to. Clause 8.5(c) which relates to the provision of Confirmation of Payee to you will commence at a future date to be advised by Queensland Country Bank.

(c) Conducting a Confirmation of Payee Lookup

- (i) For a payment using a BSB and account number, it is your responsibility to ensure the BSB and account number you want to pay to is correct.
- (ii) The Confirmation of Payee Service may provide you with a view on the likelihood that the account name you enter matches the account.

- (iii) If the Confirmation of Payee Service response indicates that the details do not look right, you should check the account details with the intended recipient before proceeding with the payment.
- (iv) You must not misuse the Confirmation of Payee Service in breach of these Conditions of Use. We may limit or suspend your use if we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activities that might cause you or us to lose money.

(d) Use and disclosure of your account details

- (i) We will ensure your account details are accurately recorded by us for the use of the Confirmation of Payee service.
- (ii) You acknowledge and authorise:
 - A. us to use and disclose your account details in the Confirmation of Payee service; and
 - B. payers' financial institutions to use your Account details for the purposes of the Confirmation of Payee service and prior to making payments to you.
- (iii) To the extent your account details and the use of your account details constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use.
- (iv) You may opt-out of the Confirmation of Payee service in some circumstances. Please contact us to see if you are eligible.
- (v) Notwithstanding opt-out of the Confirmation of Payee service, you acknowledge and authorise us to confirm, disclose, store and use your account details through the Confirmation of Payee service to government agencies for the purposes of making a payment to you by government agencies.

9. OTHER PAYMENT SERVICES

9.1. Third party payment services

- (a) Queensland Country provides outward and inward telegraphic transfer services to our customers through our business partner Convera Australia Pty Ltd trading as Convera ACN 150 129 749; AFSL 404092.
- (b) All telegraphic transfers you initiate through Queensland Country will be sent to the beneficiary's account via Convera. Fees & charges and terms & conditions apply.

9.2. Real Time Gross Settlements (RTGS)

- (a) If you complete a request to have a payment made by RTGS you acknowledge that the payment instructions to us will be effected in real time, which means once given to us, payment instructions cannot be revoked, and that settlement will be immediate.

- (b) We may not act upon an instruction given by you until there are sufficient clear funds in your account.
- (c) We may utilise the services of another financial institution or branch for the purpose of giving effect to your instructions.
- (d) Except as provided, we will act upon your instructions without delay and cannot be held responsible for any delay in receipt by the person named as the beneficiary (**the Beneficiary**).
- (e) We are not liable for any loss or costs as a result of:
 - (i) any delays, errors or omissions in transactions except to the extent that it's caused by our fraud, negligence, wilful misconduct or any breach of a legal obligation we have to you; or
 - (ii) any acts, default or negligence of:
 - A. you in providing your instructions; or
 - B. other financial institutions or agencies whose services are used by us in giving effect to your instructions.
- (f) You warrant to us that particulars in your instructions are correct.
- (g) We will rely solely on the Beneficiary's account number that you have provided in order to make payment.
- (h) We are under no obligation to check prior to making payment that the Beneficiary's account number corresponds with the Beneficiary's details. In those circumstances, you acknowledge that you and not us will be responsible for the "recovery" of the payment if it was sent to someone who was not the intended beneficiary.
- (i) Unless otherwise stated, charges made by the receiving bank will be the responsibility of the Beneficiary and may be deducted from the Beneficiary's account.
- (j) We will debit any fees in relation to carrying out your instructions and that may be payable as a result of utilising the services of another financial institution or branch to your account.
- (k) You acknowledge and agree that in order for Queensland Country to provide this service, it may be necessary for Queensland Country to provide your personal information to third parties used by Queensland Country and its service providers.
- (l) Fees apply to both making an RTGS payment or receiving an RTGS payment to your account – refer to the Fees and Charges brochure.

9.3. Inward telegraphic transfers

- (a) Funds forwarded from outside of Australia may pass through other financial institutions before being credited to your Queensland Country account.
- (b) Each institution involved in the transfer process may deduct a processing fee from the amount being remitted before on-forwarding the funds. Queensland Country does not charge any fees but will pass on any fee charged by other financial institutions involved in the transfer.

- (c) Queensland Country will credit telegraphic transfer funds to your account within 1 to 2 business days once the payment has been received by Queensland Country.
- (d) Provided all information supplied on the request is complete and correct, funds transferred from major overseas currencies generally take 3-5 business days to be received, however this is an estimate only and cannot be guaranteed. Funds transferred from minor overseas currencies generally take 7-10 working days, however this is an estimate only and cannot be guaranteed.
- (e) The conversion of foreign amounts into Australian Dollars is performed by our international payments provider before the funds are received at Queensland Country for processing.
- (f) Telegraphic transfer funds can only be credited to a transaction account and funds received for other accounts will be credited to your Queensland Country transaction account.

9.4. Outward telegraphic transfers

- (a) Requests to transfer funds via telegraphic transfer will be processed within 1-2 business days.
- (b) The telegraphic transfers are manually processed and will pass through at least one, and up to four other institutions before being credited to the receiving account.
- (c) Please be aware that all international money transfers are monitored by government agencies for the purpose of detecting terrorist and criminal activity. For this reason and the possibility of incorrect information being provided when remitting funds, our international payments provider may require further information or details from you before the international transfer can be processed, and you agree that all information may be passed on by Convera to third parties as appropriate.
- (d) Provided all information supplied on the request is complete and correct, funds transferred to major overseas currencies generally take 3-5 business days to be received, however this is an estimate only and cannot be guaranteed. Funds transferred to minor overseas currencies generally take 7-10 working days, however this is an estimate only and cannot be guaranteed.
- (e) Each institution involved in the transfer process may deduct a processing fee from the amount being remitted before on-forwarding the funds.
- (f) Queensland Country cannot lodge a trace on international telegraphic transfers until 5 business days after the telegraphic transfer has been lodged.
- (g) You are responsible for the completeness and accuracy of the details you provide to us in relation to a telegraphic transfer. We are not responsible to you or a beneficiary for any direct or consequential loss as a result of:
 - (i) any error or omission in the details you provide when requesting a telegraphic transfer
 - (ii) any error, omission or negligence of Convera; or

- (h) any delay in payment to the Beneficiary, 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 or services which may not be excluded, restricted or modified at all, or only to a limited extent.
- (i) Requests to recall or change the detail on international telegraphic transfers may be charged a fee or have penalties to exchange rates applied. If you think you have made a mistake when providing details in relation to the telegraphic transfer, you should contact us immediately. However, we cannot and do not warrant that we will be able to stop or correct a telegraphic transfer that you have authorised. Convera can lodge an amendment on transfers should this be necessary. Amendments can take up to 10 business days to be acknowledged by the overseas financial institution and actioned.
- (j) If it becomes necessary to recall funds or if funds are returned due to incorrect or incomplete details being supplied, Convera will apply the buying rate on the day funds are received, which may vary to the original rate and result in a loss. Funds returned to Convera may be less than the original amount transferred due to overseas bank charges. Please note that while Convera can lodge a request to recall funds, this would require debit authorisation from the beneficiary for any release of funds. Should the beneficiary choose not to give a debit authority, the recall will not be successful.
- (k) If a telegraphic transfer is rejected and fails or further information is required to process your payment, we will use our best endeavours to contact you. You will be liable for our fees and charges notwithstanding that the telegraphic transfer has been rejected.
- (l) If you complete a telegraphic transfer through internet banking your acceptance of a quote by selecting the 'Confirm Transfer' button will constitute your instruction and authorisation to us to immediately debit the value of your telegraphic transfer request (in Australian dollars) from the account you have nominated when using the facility (including the applicable fees and charges payable to us in relation to the telegraphic transfer as stated in our 'Deposit Fees, charges and transaction limits' document) and to transfer funds to the account of the beneficiary.
- (m) A transaction confirmation does not signify that the telegraphic transfer has been received into the account of the beneficiary.

10. IMPORTANT INFORMATION

10.1. Application

The provisions of this section 10 apply to all items contained in these Conditions of Use.

10.2. When you are not liable for loss

- (a) You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:
 - (i) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent

- (ii) a device, identifier or passcode which is forged, faulty, expired or cancelled
- (iii) a transaction requiring the use of a device and/or passcode that occurred before the user received the device and/or passcode (including a reissued device and/or passcode)
- (iv) a transaction being incorrectly debited more than once to the same facility
- (v) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached.
- (b) You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a passcode or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a passcode, you are liable only if the user unreasonably delays reporting the loss or theft of the device.
- (c) You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.
- (d) In a dispute about whether a user received a device or passcode:
 - (i) there is a presumption that the user did not receive it, unless we can prove that the user did receive it
 - (ii) we can prove that a user received a device or passcode by obtaining an acknowledgement of receipt from the user
 - (iii) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or passcode.

10.3. When you are liable for loss

- (a) You may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this section.
- (b) Where we can prove on the balance of probability that a user contributed to a loss through fraud, or breaching our passcode security requirements:
 - (i) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of passcode security is reported to us
 - (ii) you are not liable for the portion of losses:
 - A. incurred on any one day that exceeds any applicable daily transaction limit
 - B. incurred in any period that exceeds any applicable periodic transaction limit
 - C. that exceeds the balance on the facility, including any pre-arranged credit
 - D. incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the transaction.

- (iii) Where:
 - A. more than one passcode is required to perform a transaction; and
 - B. we prove that a user breached our passcode security requirements for one or more of the required passcodes, but not all of the required passcodes you are liable under this section only if we also prove on the balance of probability that the breach of our passcode security requirements was more than 50% responsible for the losses, when assessed together with all the contributing causes.
 - (c) You are liable for losses arising from unauthorised transactions that occur because a user contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
- Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a transaction.**
- (d) Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all passcodes has been breached, you:
 - (i) are liable for the actual losses that occur between:
 - A. when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device; and
 - B. when the security compromise was reported to us.
 - (ii) are not liable for any portion of the losses:
 - A. incurred on any one day that exceeds any applicable daily transaction limit;
 - B. incurred in any period that exceeds any applicable periodic transaction limit;
 - C. that exceeds the balance on the facility, including any pre-arranged credit
 - D. incurred on any facility that we and you had not agreed could be accessed using the device and/or passcode used to perform the transaction.

Note: You may be liable if you were the user who contributed to the loss, or if a different user contributed to the loss.

- (e) Where a passcode was required to perform an unauthorised transaction, and the preceding paragraphs of this section do not apply, you are liable for the lower of:
 - (i) \$150, or a lower figure determined by us
 - (ii) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or passcode, including any pre-arranged credit

- (iii) the actual loss at the time that the misuse, loss or theft of a device or breach of passcode security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.
- (f) In deciding whether on the balance of probabilities we have proved that a user has contributed to losses as stated in the preceding paragraphs of this section 10.3:
 - (i) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring
 - (ii) the fact that a facility has been accessed with the correct device and/or passcode, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of our passcode security requirements
 - (iii) the use or security of any information required to perform a transaction that is not required to be kept secret by users (for example, the number and expiry date of a device) is not relevant to a user's liability.
- (g) If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account we will not hold you liable for losses for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (for example, chargeback rights).
- (h) This section does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this section for a greater amount than would apply if we had exercised those rights.

10.4. Liability for loss caused by system or equipment malfunction

- (a) You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with a user's instructions.
- (b) Where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
 - (i) correcting any errors; and/or
 - (ii) refunding any fees or charges imposed on the user.

10.5. Network arrangements

- (a) We must not avoid any obligation owed to you on the basis that:
 - (i) we are a party to a shared electronic payments network
 - (ii) another party to the network caused the failure to meet the obligation.
- (b) We must not require you to:
 - (i) raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network
 - (ii) have a complaint or dispute investigated by any other party to a shared electronic payments network.

10.6. Mistaken internet payments

(a) In this section 10.6:

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

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

Note: this definition of mistaken internet payment is intended to relate to typographical errors when inputting an identifier or selecting the incorrect identifier from a list. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.

- (ii) **Receiving ADI** means an ADI whose customer has received an internet payment.
- (iii) **Unintended Recipient** means the recipient of funds as a result of a mistaken internet payment:
- A. when you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred
 - B. if we are satisfied that a mistaken internet payment has occurred, we must send the receiving ADI a request for the return of the funds.

(b) When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred. If we are satisfied that a mistaken internet payment has occurred, we must, as soon as reasonably possible and by no later than 5 business days from the time of the user's report of a mistaken internet payment, send the receiving ADI a request for the return of the funds.

(c) Under the ePayments Code, the receiving ADI must, within 5 business days of receiving our request:

- (i) acknowledge the request for the return of funds, and
- (ii) advise us whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.

(d) If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.

(e) We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.

(f) You may complain to us about how the report is dealt with, including that we:

- (i) are not satisfied that a mistaken internet payment has occurred
- (ii) have not complied with the processes and timeframes set out in the preceding paragraphs of this section 10.6, or as described in the box below.

(g) When we receive a complaint, we must:

- (i) deal with the complaint under our internal dispute resolution procedures
- (ii) not require you to complain to the receiving ADI.

(h) If you are not satisfied with the outcome of a complaint, you are able to complain to AFCA. Refer to the Complaints section for further details.

- (i) If you receive a mistaken internet payment into your account and we are required under the ePayments Code as receiving ADI to return the funds to the payer's ADI then we will, without seeking your consent, transfer the funds from your account. If there are insufficient funds in your account, you must co-operate with us to facilitate repayment of the funds.

INFORMATION ABOUT A RECEIVING ADI'S OBLIGATIONS AFTER WE REQUEST RETURN OF FUNDS

The information set out in this box is to explain the process for retrieving mistaken payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

This information does not give you any contractual entitlement to recover the mistaken payment from us or to recover the mistaken payment from the receiving ADI.

Process where funds are available and report is made within 10 business days

- If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within five business days of receiving the request from the sending ADI if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

Process where funds are available and report is made between 10 business days & seven months

- The receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request.
- If satisfied that a mistaken internet payment has occurred, the receiving ADI must:
 - (a) prevent the unintended recipient from withdrawing the funds for 10 further business days, and
 - (b) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.
- If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within two business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.

- If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

Process where funds are available and report is made after seven months

- If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- If the unintended recipient consents to the return of the funds:
 - (a) the receiving ADI must return the funds to the sending ADI, and
 - (b) the sending ADI must return the funds to the holder as soon as practicable.

Process where funds are not available

- Where the sending ADI and the receiving ADI 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 receiving ADI must exercise discretion, after appropriate weighing of interests of the sending consumer and unintended recipient and information reasonably available to it about the circumstances of the mistake and the unintended recipient, in deciding whether it should pursue return of the total value of the mistaken internet payment, pursue the return of a partial amount of the mistaken internet payment, or not pursue any return of funds.
- The above processes where sufficient funds are available will also apply where insufficient funds are available, but only in relation to the value of the insufficient funds available.

10.7. Money Laundering and illegality

- (a) So that we can meet our legal and regulatory obligations, we must exercise a level of control and monitoring over accounts and access facilities opened with Queensland Country. This means that we may delay, freeze, block or refuse to make or receive any payment using the services detailed in these Conditions of Use if we believe on reasonable grounds that making, receiving or crediting the payment may breach any law in Australia or any other country, and we will incur no liability to you if we do so.
- (b) We are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with any action or omission undertaken by us which we reasonably considered was necessary or prudent in order for us to comply with:
 - (i) our internal policies and guidelines
 - (ii) any law or lawful direction
 - (iii) any industry code to which we subscribe or
 - (iv) any payment scheme rule applicable to the respective payment.
- (c) You provide Queensland Country the following undertakings and indemnify Queensland Country against any potential losses arising from any breach by you of such undertakings:

- (i) that you will not initiate, engage in or effect a transaction that may be in breach of any Australian law or sanction (or any law or sanction of any other country); and
- (ii) the underlying activity for which any deposit account is being provided does not breach any Australian law or sanction (or any law or sanction of any other country).

- (d) To discharge our regulatory and compliance obligations, we may require that you provide us with additional information. You should be aware that where we are obliged to do so we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, payment system participants, service providers and other third parties.

10.8. Request for documents

- (a) We will, at your request, give you a copy of your documents in our possession including:
 - (i) A contract – including terms and conditions, standard fees and charges and interest rates;
 - (ii) Any mortgage or other security document;
 - (iii) A statement of account; and
 - (iv) Any notice we previously gave to you which is relevant to us exercising our rights.
- (b) However, we do not have to give you a copy of either of the following documents under the above paragraph:
 - (i) A notice requiring you to take action if you ask for the copy more than two years after the contract to which the notice relates was discharged or ended; or
 - (ii) A statement of account within three months after we gave you a copy of the same statement of account.
- (c) If we are giving you a copy of a document under the above paragraph, then we will do so within 14 days where the original came into existence no more than one year ago or otherwise 30 days.
- (d) We may charge you a reasonable fee for providing you with a copy of a document under this section. However, in certain circumstances we may waive or refund that fee.

10.9. Instructions to us

Subject to the provisions of this section 10, you are responsible for all instructions given in relation to your accounts which are authorised by a user's use of their password, authentication service or otherwise undertaken by another person with the user's knowledge or consent. For the avoidance of doubt, this includes instructions given after a user has allowed remote access to a device used for internet banking or provided access to secure codes which a person has used to provide instructions. Such instructions are valid, irrevocable authorities to us to follow the instructions.

11. DEFINITIONS

11.1. Definitions

In these Conditions of Use (unless the context requires otherwise):

ABN means Australian Business Number issued by the Australian Taxation Office.

account means an account you hold with us.

account owner means the person who applied for and owns the account.

ADI means an 'authorised deposit-taking institution' as that term is defined in the *Banking Act 1959* (Cth).

App Banking or the **Queensland Country app** means our mobile and tablet banking app that allows you to bank electronically using your smart phone or tablet.

ASIC means Australian Securities and Investments Commission.

ATM means automated teller machine.

Attorney means a person authorised under a Power of Attorney or guardianship or administration order issued by a court or tribunal, able to act on your behalf in respect of financial matters.

authorised person means the account owners, persons with the authorised person relationship on the account or anyone who has been given authority to act on behalf of another person or entity e.g. Director/Officeholder. The authorised person has all the operating powers on an account, not to be confused with a 'signatory' or other relationship types who are given limited authority on an account which may include just transacting, not opening and closing accounts.

Bank@Post™ means any Australia Post outlet displaying the Bank@Post™ Agency Banking symbol.

BECS Procedures means the Bulk Electronic Clearing System Procedures as existing from time to time.

BPAY means the BPAY® bill payment service that allows you to pay bills electronically.

business day means a week day except a public or bank holiday in Townsville, Queensland.

card or **access card** means a debit or credit card and includes our Visa cards.

card details means the information printed on the access card, or displayed on the Digital Card, and includes but is not limited to, the card number and expiry date.

card controls means the control functions available for any access card which is not blocked, expired, suspended or cancelled.

cleared funds means available funds that you can access in your account. This includes cheque deposits that have been cleared, cash deposits and direct debits.

Conditions of Use means this Account and Access Facility Conditions of Use document.

Confirmation of Payee service means the service which enables you to confirm the account name of the BSB and account number you want to make a payment to.

Contract means an agreement or arrangement under which you incur or owe obligations to us or under which we have rights against you and includes a guarantee and a mortgage.

Deposit Interest Rates schedule means a schedule or schedules we publish, either in paper format or by placing it on our website at queenslandcountry.bank which sets out the interest rates we offer on each of the deposit products offered by Queensland Country, on the date of publication of the sheet, as applicable to the relevant deposit product.

device means a device we give to a user that is used to perform a transaction, examples include:

(a) debit card or credit card;

(b) token issued by a subscriber that generates a pass code.

digital card means a digital Visa Debit Card or Visa Credit Card we issue to you or to any additional cardholder to access your Linked Account, the details of which will, at any time, be identical to the details of a physical card.

Digital Wallet means a mobile application which enables a user to make transactions using their access card or card details through a device, including contactless payments at an EFTPOS Terminal and online purchases.

Digital Wallet Provider means the person operating a digital wallet, for example Google (Android Pay).

Direct Debit means a "Direct Debit Request" as defined in the BECS Procedures.

Direct Entry means the traditional batch-based payment service.

EFTPOS means electronic funds transfer at the point of sale – a network for facilitating transactions at point of sale.

Electronic Banking Conditions means our electronic conditions of use in section 8 of this document.

ePayments Code is the code issued by ASIC in September 2011 (as amended from time to time) which regulates consumer electronic payments. Available at asic.gov.au.

Electronic funds transfer (EFT) means an electronic transfer of money between accounts, with a financial institution or across multiple institutions through computerised systems.

Electronic Terminal or **Electronic Equipment** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with an access card and PIN to conduct a transaction and includes, but is not limited to, an ATM or point of sale terminal.

facility means an arrangement through which you can perform transactions.

Fees and Charges brochure is our brochure specifying fees and charges that apply to the account.

financial institution means an ADI.

gambling transactions means any transaction identified by us as being for gambling or gaming purposes. Generally, we are only able to identify a transaction with a merchant as a gambling transaction based on information (including the type of business conducted by the merchant) provided by the merchant and the relevant intermediary financial institution (i.e. the financial institution with which the merchant has entered into an agreement, enabling the merchant to accept payment for goods and services by credit card). Accordingly, certain transactions made with certain merchants may be identified by us as gambling transactions, even though such transactions are not for gambling or gaming purposes. Similarly, we may not identify a transaction as a gambling transaction, even though the transaction is for gambling or gaming purposes.

Home Loan Account means the account we keep in your name with which we debit the Loan or any part of the Loan.

identifier means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, an account number).

Insolvency Event means any of the following:

- (c) a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable;
- (d) a person is taken or must be presumed to be insolvent or unable to pay the person's debts under any applicable legislation;
- (e) an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a corporation;
- (f) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven days;
- (g) a controller is appointed in respect of any property of a corporation;
- (h) a corporation is deregistered under the *Corporations Act 2001* (Cth) or notice of its proposed deregistration is given to the corporation;
- (i) a distress, attachment or execution is levied or becomes enforceable against any property of a person;
- (j) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them;
- (k) a petition for the making of a sequestration order against the estate of a person is presented and the petition is not stayed, withdrawn or dismissed within seven days or a person presents a petition against himself or herself;
- (l) a person presents a declaration of intention under section 54A of the *Bankruptcy Act 1966* (Cth); or
- (m) anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of a person

Internet Banking means our internet banking portal where you can access your accounts, make payments and organise your accounts online and references to Internet Banking also includes App Banking unless App Banking is expressly excluded or does not apply in the relevant context.

Linked Account means an account nominated by you that we authorise you to access using an access card. If there is more than one account holder and/or more than one signatory, each account holder and each signatory must be authorised by us to operate the account alone.

Loan means the credit we give you under a Contract.

locked in relation to a PayID means a PayID which we have temporarily disabled in the PayID Service.

Mandated Management Service means the central, secure database operated by NPP Australia Limited of Payment Agreements.

Member means someone who is a member of Queensland Country Bank Limited.

Member Number means your unique Member number we give you when you become a Member of Queensland Country (we also call this a "RIM"). We generally only allocate one Member number, regardless of the number of accounts you hold with Queensland Country.

Merchant means whoever accepts your Visa card in payment for the supply of goods or services.

Migrated DDR Mandates has the meaning given in section 8.47(a)('Migration of Direct Debit Arrangements').

Misdirected Payment means an Osko Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID Service.

Mistaken Payment in relation to a PayID means an Osko Payment, made by a user which is erroneously credited to the wrong account because of the user's error.

Mortgage Offset Account means the account that you have with us that we agree to be linked to your eligible Home Loan Account so that we can offset interest in the manner set out under section 5.

NPP means New Payments Platform.

NPP Payments means payments cleared and settled via the NPP, and includes Osko payments, SCT payments and PayTo payments.

Osko means the Osko payment service provided by BPAY®.

Osko Payment means a payment made by or on behalf of a payer to a payee using Osko.

Passcode means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A pass code may consist of numbers, letters, a combination of both, or a phrase. Examples include:

- (a) personal identification number (**PIN**)
- (b) internet banking password
- (c) code generated by a security token

(d) code provided to a user by SMS, email or in a mobile application

(e) Osko® Payments smart address (PayID).

Pay Anyone Banking Facility means a facility where a user can make a payment from one bank account to a third party's bank account by entering, selecting or using a Bank/State/Branch (BSB) and account number, PayID or other identifier, but does not include BPAY® or PayTo payments.

PayID means a smart address for Osko Payments, composed of a permitted PayID Type linked to your nominated account.

PayID Service means the payment addressing service for sending and receiving Osko Payments.

PayID Type means a piece of recognisable and memorable information you select for receiving Osko Payments, which may be your telephone number, email address, ABNs or other organisational identifications.

payment for the purposes of the Electronic Banking Conditions means an electronic payment cleared and settled by participating financial institutions.

Payment Agreement means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account. Other than in section 8.42 "Creating a PayTo Payment Agreement", it includes a Migrated DDR Mandate.

Payment Direction in relation to an Osko payment means a direction from a payer to effect an Osko Payment or Adjustment.

Payment Initiator means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.

PayTo means the service which enables us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.

Privacy Law means the Privacy Act 1988 (Cth) and regulations made under that act.

Product Information brochure means the relevant Queensland Country information brochure that provides information about your Queensland Country deposit account or other Queensland Country product.

Queensland Country, the Bank, Queensland Country Bank, us, our and we means Queensland Country Bank Limited ABN 77 087 651 027 AFSL/Australian Credit Licence 244 533.

regular payment arrangement means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have pre-authorised the Merchant to bill your account at predetermined intervals (e.g., monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

SCT means the single credit payment service on the NPP.

Service Provider in relation to Osko means a person engaged by BPAY® to provide goods or services to BPAY® in connection with Osko.

transaction for the purposes of the Electronic Banking Conditions in section 8 means a transaction to which the ePayments Code applies or which was processed through the new payments platform operated by NPP Australia Limited.

Transfer for the purpose of a Payment Agreement has the meaning given in 8.45 ('Transferring your Payment Agreement').

Transfer ID means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements.

unauthorised transactions means a transaction on your account that's not authorised by the user.

user or **you** means you as the person or persons in whose name an account and access facility is held or an individual you have authorised to perform transactions on your account, including:

- (a) a third party signatory to your account;
- (b) a person you authorise us to issue an additional card to.

11.2. Interpretation

When interpreting these Conditions of Use:

- (a) headings are only for convenience and do not affect interpretation;
- (b) a word or expression indicating the singular also means the plural, and the other way around;
- (c) examples are descriptive only and are not exhaustive; and
- (d) a reference to any document that is part of these Conditions of Use includes a reference to all amendments, supplements and replacements of that document.

How to contact us

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

Branch Visit our website for a listing of all our branches

Post PO Box 679, Aitkenvale QLD 4814

Phone 1800 075 078

Website queenslandcountry.bank

Email info@queenslandcountry.bank



Queensland Country Bank

Read with

This document is to be read in conjunction with: Financial services guide, Fees and Charges brochure, the applicable Deposit Interest Rates Schedule and the relevant Product Information brochure.