

What you need to know about **CommBiz**

Part A

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1. General Information

1.1 What is CommBiz?

CommBiz is an online electronic banking channel. It is available to Commonwealth Bank institutional, corporate and business clients.

1.2 What does CommBiz allow you to do?

You can do the following using CommBiz:

- View voucher images of your cheques and deposits online and print or save them to your computer
- Make high value priority payments with same day processing
- Review your billing activity summaries for the past 15 months
- Issue trade instructions and view trade transaction details with a single logon if you are registered for CommBiz TradeXchange
- Transfer data between your accounting systems and CommBiz
- Order new and maintain existing Commercial Cards
- Move funds between your accounts;
- Monitor your account balances, view transaction details and export information about your accounts;
- Export receivables information for BPAY™, Lockbox and Agency Payment Facility;
- Make Direct Credit payments to accounts held at any financial institution in Australia;
- Make Direct Debit transactions to debit others' accounts (subject to your approval as a Direct Debit User, and subject to you having authorisation to debit those accounts);
- Make bill payments using BPAY™; and

- Query the status of one or more cheques and instruct us to stop the payment of unrepresented cheques.

CommBiz provides you with a high level of control over the entitlements of your staff and other delegates. Properly controlling the entitlements of your users can help you to control the risk of fraudulent transactions by your staff or other parties.

2. What are the CommBiz minimum browser requirements?

Your browser needs	WIN XP	Vista	Mac OS X
Internet Explorer	Version 6 SP2 Version 7	Version 7	
Firefox	Version 2 Version 3	Version 2 Version 3	Version 2 Version 3
Safari	Version 2 Version 3	Version 2 Version 3	Version 2 Version 3

Flash Version 6 and PDF Reader (V5) are also required for the reading of help and tutorial information. No Bank software is required for the running of this application.

The CommBiz minimum browser requirements are intended as a guide only and, as network requirements may vary, you should consult your IT consultant or supplier.

CommBiz offers convenience, security, ease of use, and the ability to control entitlements to all functions.

What you need to know about CommBiz

PART A – Product Information

PART B – Terms and Conditions

Issue date: 10/01/2010 Issued by: Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945

3. Why choose CommBiz?

CommBiz offers convenience, security, ease of use, and the ability to control entitlements to all functions. There is no need to have software installed on your personal computer (PC) and you can access CommBiz from any location where the Internet is available.

4. Security

Every person authorising transactions, or carrying out an administrative role, must have been issued with a personal security token. Payments will only be processed when the Bank has been provided with each authoriser's password and a 'one time password' generated by their personal security token.

Tokens are not required for users who view or create information through CommBiz. However, you have the option to issue tokens to all of your nominated users for the purpose of viewing or creating information.

More information about security is available in section 10.1.

5. Ability to control entitlements

You can set the entitlements of your users to access any CommBiz function. This includes the ability to view, create and authorise payments. You can also download receivables and statement information. Access to authorise specific account transactions is controlled by the Bank and requires an individual to be registered on the appropriate account authority.

The account authority for CommBiz is different from the account authority for cheque transactions. You may nominate the same people to operate on your accounts through CommBiz, or you may choose to provide different entitlements to different people.

6. What are the charges?

Fees for CommBiz are set out in 'Appendix B – Fees and charges'.

7. What are the risks?

All financial products involve a certain amount of risk. For CommBiz, we strongly recommend that you implement robust information systems management processes appropriate to your PC or network. We also strongly recommend that you implement and regularly review the risks associated with your own internal procedures and controls.

7.1 Data integrity, especially correct BSB and Account Numbers

You are responsible for ensuring that your payment instructions are complete and that all information provided (such as account numbers) is accurate. Providing us with incomplete or incorrect payment instructions may cause the payment to be delayed or to be processed to an incorrect account. You must always specify a correct Bank/State/Branch (BSB) and account number for all Australian Direct Credit and Debit payments.

For BPAY bill payments you must specify a correct biller code and customer reference number.

If you instruct the Bank to make a payment to an incorrect account number, the payment may be made to an incorrect recipient from whom the funds may not be recovered.

An institution receiving a payment is also entitled to process the transaction to the specified BSB and account number or account number only. The 'title of account' information may not be validated as part of this process.

7.2 Legal Risk

Australia, as a member state of the United Nations, is obliged to implement United Nations Security Council sanctions. Australia also may be required to implement other international sanctions and sometimes imposes unilateral sanctions. Sanctions can cover various subject matters including financial restrictions. Consequently, the Bank may be prohibited from dealing with certain persons or entities.

This means that if the Bank is aware that you are a proscribed person or entity, then the Bank may be required to suspend, cancel or refuse you services or close or terminate any account, facility, transaction, arrangement or agreement with you.

We may also be required to freeze your assets. You could incur significant costs as a result of these actions.

7.3 Unauthorised access

Adequate security precautions must be taken to prevent an unauthorised user accessing your accounts. This should include the use of appropriate anti-'spamming', anti-'key logging' and anti-'virus' software, in addition to appropriate personal computer or network 'firewall' protection.

7.4 Operational risk

Operational risk is the risk of loss resulting from failed internal processes, people and systems or actions because of external events.

You rely on the ability of the Bank to provide your statement data and process your payment requests in a timely and accurate manner. The Bank in turn is dependent on the reliability of its own operational processes that include public communications, computers and associated infrastructure. Whilst we take great care to ensure that our systems and processes are robust, disruptions to the Bank's processes may lead to delays in the provision of your statement data and the processing of payments. The Bank is not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes.

Disruptions to the operations and systems of other financial institutions may also delay payments to or from your accounts. The Bank is unable to control the operations and systems of other institutions, and is not liable to you for any loss arising from disruptions to the operations or systems of those institutions.

7.5 Authorised payments

Payments processed on a due date will be difficult to cancel on or after the date passed depending on the payment type, refer to Section 8 Payment allowed through CommBiz. You must not authorise payments until you have confirmed that you want them processed.

8. Payments allowed through CommBiz

8.1 Transfers between your accounts

You can transfer funds between your own Commonwealth Bank accounts enabled in CommBiz at any time, subject to payment cut-off times.

8.2 Direct Credit

You can use Direct Credit to make payments to accounts held by Commonwealth Bank customers and customers of other Australian financial institutions. If you use Direct Credit, you agree to be bound by the terms and conditions of the Application to become a Direct Credit User as set out in Appendix A. Direct Credit payments are also subject to the Regulations and Procedures of the Bulk Electronic Clearing System (BECS), published by the Australian Payments Clearing Association (APCA) at www.apca.com.au.

You can make a Direct Credit using your own Direct Credit APCA User ID, or you may use a shared User ID allocated by the Bank.

Direct Credit payments will be accepted on a day which is a business day in any State. Where a holiday exists, the receiving bank processing may be delayed. Each Direct Credit payment must specify one of your accounts for returned items (trace account). The payment will be returned to this account if it cannot or will not be applied by the receiving institution.

CommBiz provides you with a high level of control over the entitlements of your staff and other delegates.

8.3 Direct Debit

Subject to your approval as a Direct Debit User, you can use Direct Debit to collect payments from accounts held at Australian financial institutions. Your use of Direct Debit is subject to these Terms and Conditions and the Direct Debit Sponsorship Agreement between you and the Bank. Direct Debit payments are also subject to the Regulations and Procedures of the Bulk Electronic Clearing System (BECS), published by the Australian Payments Clearing Association (APCA) at www.apca.com.au.

Direct Debit payments will be accepted on a day which is a business day in any State. Where a holiday exists, the receiving bank processing may be delayed. Each Direct Debit payment must specify a trace account for returned items. The payment will be returned to this account if it cannot or will not be applied by the receiving institution.

8.4 Priority Payments

You can use Priority Payments, in Australian Dollars, which are sent for immediate exchange with another financial institution within Australia. Once a Priority Payment has been submitted by the Commonwealth Bank the payment instructions will be settled in real time and the payment instructions cannot be revoked. Priority Payments are subject to the Regulations and Procedures of the High Value Clearing Stream (HVCS), published by the Australian Payments Clearing Association (APCA) at www.apca.com.au.

8.5 International Money Transfers

Payment of the transferred money to the beneficiary is the responsibility of overseas or Australian banks and their correspondent banks (which may include overseas banks or banks located in Australia). The timing of the payment and conversion to a local or other currency is subject to the domestic regulations and individual correspondent bank practices in the country of the beneficiary and therefore beyond the Bank's control. All enquiries to overseas banks and/or their correspondent banks concerning payment will be at the cost of the sender.

By applying for an international money transfer you acknowledge that:

- in order for the Bank to make payment it may have to utilise the services of banks, other than the one(s) requested.
- the Bank will be obliged to accept the return of proceeds of a money transfer if acceptance of those proceeds is refused for any reason by any party connected with or having jurisdiction over the transaction. Any proceeds so received may be credited to the account to which the money transfer was originally debited. The Bank will not be liable to any party for any losses or damage whatsoever as a result of the return of proceeds in such circumstances.
- the Bank has an absolute discretion to decline to process the application for a money transfer if the Bank believes (whether on reasonable grounds or otherwise) in good faith that processing the application would offend against any policy or law relating to money laundering and/or the national interests and/or the national security of any State. The Bank will not be liable to any party for any loss or damage whatsoever arising from any decision based on any of the above grounds not to process the application.
- exchange rates are indicative only and are subject to change. The exchange rate will be determined when the transaction is confirmed and the rate printed on the receipt is the rate that will apply to the payment, regardless of when my/our payment is processed.
- in order to complete this transaction, it will be necessary for the Bank to transfer certain personal information, including name, address and BSB and account numbers outside of Australia.
- Foreign currency funds returned to the Bank for any reason will be converted back to Australian dollars using the Commonwealth Bank's carded exchange rate applicable on the day the notification of the return is received and will be credited to the remitter's account specified in the international money transfer application.

Please refer to Appendix D Foreign Currency Cut-Off times.

8.6 Charges by overseas banks

In addition to any fees and charges imposed by the Bank, the processing of this payment to the beneficiary will be the subject of fees and charges imposed by overseas banks and their correspondent banks (which may include banks located in Australia) involved in the transaction. There may be more than one other bank involved, each of which may seek reimbursement for its services. The Bank will instruct other banks involved in the transaction to deduct their fees from the payment.

Where such fees and charges are deducted, you must assume that the beneficiary will receive a lower amount than the amount sent. If, for whatever reason, the overseas bank or their correspondent bank fails to observe these instructions, you will reimburse the Bank for any fees and charges which they may separately levy against the Bank. The Bank may debit your account with the amount you are required to reimburse the Bank under this clause.

8.7 BPAY®

You can instruct us to make payments on your behalf using the BPAY Electronic Payments Scheme (BPAY Scheme) to billers who agree to receive the payments through the BPAY Scheme.

You can make individual BPAY Payments. You will be able to make individual or Batch Entry BPAY Payments. Batch Entry will allow you to make BPAY payments to one or more billers by importing a file into CommBiz.

8.8 Non CBA Payment Request

The 'Non CBA Payment Request' permits you to issue payment instructions on an account you hold with another bank. These accounts can be established with any bank as long as they agree to receive payments instructions from the Commonwealth Bank.

This functionality can be used for centralising cash management of accounts held with multiple banks and may eliminate the need to have multiple online systems.

9. Payment cut-off times

Refer to 'Appendix C – Domestic currency cut-off times for payment delivery'.

Refer to 'Appendix D – Foreign currency cut-off times'.

10. Other significant features

10.1 CommBiz security

Users have the ability to authorise transactions with a token that generates a 'one time password'. This token is used for the authorisation of all transactions and access to the CommBiz Administration module, and if you choose, can be used for the viewing of information in place of the standard password and User ID access. The device issues a new password approximately every 30 seconds and can only be used once in that time.

10.2 Compatibility with accounting software packages

CommBiz has 'two-way' compatibility with most accounting and payroll packages. This minimises the need for the re-keying of data.

You can:

- Import your payroll and/or creditor payments into CommBiz, directly from your accounting systems; and
- Export your statement account and receivables data directly to your accounting systems.

Each user of CommBiz has a unique profile that includes a User ID and password.

10.3 Help Desk

We provide a dedicated Help Desk to assist you with technical and payment support. You can contact the Help Desk on **13 2339** (outside Australia **+61 2 9115 1479**), 24 hours a day, 7 days a week. Questions can also be sent by email to support@commbiz.com.au.

11. Are there any tax implications?

GST applies to some fees associated with CommBiz. Please refer to 'Appendix B – Fees and charges' for details of fees.

If you are registered for GST, you may be entitled to claim an input credit for the GST you pay. Please check with your taxation adviser.

12. What if I have a complaint?

We aim to provide excellent client service. By letting us know of any issues, we can ensure that the matter is addressed to prevent a recurrence. The following process is offered to ensure that the matter is dealt with in a quick and efficient manner.

- Gather all supporting documents about the matter of complaint, think about the questions you want answered and decide what you want us to do;
- Contact your relationship manager or the manager of the department that handled the matter and explain the problem. Our staff will fully review the situation and, if possible, resolve it immediately; and
- If at this stage the matter has not been resolved to your satisfaction, please contact our Customer Relations area which will provide you with the name and contact details of an investigating officer.

13. Customer Relations

You may contact Customer Relations by:

- The Bank's web site at commbank.com.au/contactus/comment.asp;
- Telephone **1800 805 605**;^{*}
- Facsimile **1800 028 542**; or
- Writing to the address below:
Customer Relations Department
Commonwealth Bank Group
Reply Paid 41
Sydney NSW 2001

^{*} A free call unless from a mobile phone, in which case it will be charged at the applicable mobile rate.

Your call will be answered by one of our dedicated staff who will resolve the issue as quickly as possible.

We aim to resolve most issues within 10 working days. However, some matters may be more complex and could take longer to resolve.

If we are unable to resolve the problem within 45 days (provided that we are not waiting for a response concerning some aspect or information we have requested from you), we will:

- Inform you of the reasons for the delay;
- Provide you with monthly updates on progress; and
- Specify a date when a decision can be reasonably expected.

14. Dispute resolution

We expect that our front line staff, managers or Customer Relations team will completely resolve the issue you raise. If, despite our best efforts, you believe your complaint has not been dealt with in a satisfactory manner, you may wish to pursue the issue with the Financial Ombudsman Services Limited (FOS)

- The FOS is an impartial, independent and free alternative dispute resolution option. Before the FOS can investigate the matter, you must have given the Bank an opportunity to first resolve the issue.

The FOS will consider your dispute if:

- You are an individual or a small business (as at March 2002 a Small Business is defined as a business with less than 100 full-time employees in manufacturing, or less than 20 employees in any other industry);
- The amount you are claiming is less than \$250,000; and
- The dispute does not concern the Bank's general policy or practice such as the level of interest rates or fees.

You can contact the Ombudsman by:

- Writing to the address below:
Financial Ombudsman service Limited
GPO Box 3
Melbourne VIC 3001
- Telephone on **1300 780 808**;
- Facsimile **03 9613 6399**;
- Web site www.fos.org.au

15. Customer information and privacy

15.1 Collection and verification of customer information

"Customer information" is information about a customer. It includes personal information.

The law requires us to identify our customers. We do this by collecting and verifying information about you. We may also collect and verify information about persons who act on your behalf. The collection and verification of information helps to protect against identity theft, money-laundering and other illegal activities.

We use your customer information to manage our relationship with you, provide you with the products and services you request and also tell you about the products and services offered by the Commonwealth Bank Group ("Group"), affiliated providers and external providers for whom we act as agent. If you have given us your electronic contact details, we may provide marketing information to you electronically.

The collection and verification of customer information may be carried out in different ways and we will advise you of the most acceptable methods of doing this. We may disclose your customer information in carrying out verification – e.g. we may refer to public records to verify information and documentation, or we may verify with an employer that the information you have given us is accurate.

Depending on whether you are an individual or an organisation, the information we collect will vary. For instance, if you are an individual, the type of information we may collect and verify includes your full name, date of birth and residential address. If you are commonly known by 2 or more different names, you must give us full details of your other name or names.

For instance, if you are a company, we may collect and verify information, including company incorporation and registration details, as well as details of the company's officers and its major shareholders.

If you are acting as a trustee, we may ask you for, amongst other things, information on the beneficiaries of the trust and evidence of the existence of the trust.

If you are a partnership, we may require information including evidence of the fact that the partnership exists, as well as the full name of the partnership, the names of the partners and any business name owned by the partnership.

For other organisations, the kind of information we collect and verify will depend on the type of organisation you are.

In addition, during your relationship with us, we may also ask for and collect further information about you and about your dealings with us.

You must provide us with accurate and complete information. If you do not, you may be in breach of the law and also we may not be able to provide you with products and services that best suit your needs.

15.2 Protecting customer information

We comply with the National Privacy Principles as incorporated into the *Privacy Act* 1988 (Cth).

We disclose customer information to other members of the Group (including overseas members), so that the Group may have an integrated view of its customers and to facilitate the integrated treatment of its customers. It also enables other members of the Group to provide you with information on their products and services.

15.3 Other disclosures

At common law, banks are permitted to disclose customer information in the following circumstances:

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

So that we can manage our relationships, customer information may be disclosed to:

- brokers and agents who refer your business to us;
- any person acting on your behalf, including your financial adviser, solicitor, settlement agent, accountant, executor, administrator, trustee, guardian or attorney;
- financial institutions who request information from us if you seek credit from them;
- if you have borrowed from the Bank to purchase property valuers and insurers (so that the Bank can obtain a valuation of your property, and confirm that it is insured);
- if you have insurance: medical practitioners (to verify or clarify, if necessary, any health information you may provide), claims investigators and reinsurers (so that any claim you make can be assessed and managed), insurance reference agencies (where the Bank is considering whether to accept a proposal of insurance from you and, if so, on what terms); and
- organisations to whom we may outsource certain functions.

In all circumstances where our contractors, agents and outsourced service providers become aware of customer information, confidentiality arrangements apply. Customer information may only be used by our agents, contractors and outsourced service providers for our purposes.

We may be required to disclose customer information by law, e.g. under Court Orders or Statutory Notices pursuant to taxation or social security laws or under laws relating to sanctions, anti-money laundering or counter terrorism financing.

We may send customer information overseas if:

- that is necessary to complete a transaction, or
- we outsource certain functions overseas.

We may also be permitted, as distinct from required, to disclose information in other circumstances. For more information, please refer to our Privacy Policy.

15.4 Access to your personal information

The law allows you (subject to permitted exceptions) to access your personal information. You can do this by contacting:

Customer Relations
Commonwealth Bank
Reply Paid 41
Sydney NSW 2001

We may charge you for providing access.

15.5 Further information

For further information on our privacy and information handling practices, please refer to the Group's Privacy Policy, which is available at commbank.com.au or upon request from any branch of the Bank.

16. Important information about passwords

16.1 What to do with passwords

Passwords should not be recorded. You will be liable for any transactions if you:

1. Do not take appropriate steps to disguise your record of your password;
2. Do not keep your password record separate from any security token.

A password also includes any other type of security access code such as a security token or PIN code.

16.2 Where to keep a password record

If you keep a disguised record of your password, the record must be kept separate and well apart from security tokens. Never keep the password record and the security token in a situation where, if a third party gains access to the security token, he/she will also find the disguised password. You and any other users must ensure that security tokens and password records are never kept together:

- i) In a briefcase, bag, wallet or purse (even if in different compartments);
- ii) In a car (even if in different areas of the car; in fact security tokens should not be left in a car at all);
- iii) At home in the one item of furniture, e.g. different drawers of the same bedroom dresser; or
- iv) In any other situation where a security token is not separate and well apart from a password record.

16.3 What do I do if a security token or password record is misused, lost or stolen?

It is an important condition that you tell us as soon as you become aware that the security token used by you or any user is lost or stolen, or you suspect that your (or any user's) password has become known to another party.

You and any other users must ensure that security tokens and password records are never kept together.

When you tell us, we will give you a number which will represent the date and time of your report. You should keep this number as evidence that you advised the Bank of the misuse, loss or theft. In the event that a security token is reported lost or stolen and unauthorised transactions have occurred after your report, the Bank will be liable for all losses where the security token in question was used as the authorising device and the transaction falls within the criteria of the Electronic Funds Transfer (EFT) Code of Conduct.

Even if you are confident that passwords are secure, you must tell us as soon as you become aware of the loss or theft of a security token or of any unauthorised access to your account(s).

16.4 Limits on transactions

You can set daily limits on amounts that can be transferred using CommBiz.

If you deposit a cheque or other payment instrument to a passbook account linked to CommBiz, transfers or payments will generally not be permitted for 3 days from the deposit date.

Part B

17. Terms and conditions

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17.1 Interpretation

17.1.1 General

In this Agreement:

- Words imparting any gender include each other gender;
- The word person includes a firm, a body corporate, an unincorporated association or partnership;
- The singular includes the plural and vice versa;
- Where one or more Customers are parties to this Agreement, the expression “you”, “your”, “yours” shall include each or any of them;
- Where one or more persons are parties to this Agreement each person shall be bound jointly and severally by these Terms and Conditions; and
- Headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement.

17.1.2 Definitions

“**Account Delegate**” means an Authoriser in respect of an account who is authorised to operate on that account including, if there is more than one monetary band for electronic method of operation, at the highest band. Account Delegates are entitled to electronically authorise Maintenance Requests to change the CommBiz Account Authority.

“**Authoriser**” means a person who is nominated in a CommBiz Account Authority as an Authoriser.

“**Bank**” means the Commonwealth Bank of Australia, ABN 48 123 123 124.

“**Batch Entry**” means a method of making BPAY Payments to one or more Billers by compiling and transmitting a computer file to us which contains payer directions.

“**Biller**” means a person who has agreed with a financial institution that payments to that person may be paid through the BPAY Scheme.

“**BPAY or BPAY Pty Ltd**” means BPAY Pty Limited ABN 69 079 137 518.

“**BPAY Payment**” means a payment made or attempted to be made to a Biller through the BPAY Scheme.

“**BPAY Scheme**” means the electronic payments scheme promoted by BPAY through which payments can be made to Billers.

“**Business Day**” means a day other than a Saturday or Sunday or a public holiday or bank holiday at the place where an act is to be done or may be done.

“**CommBiz Account Authority**” means the CommBiz Account Authority, and any additional CommBiz Account Authority, signed by you or your authorised representative appointing Authorisers or varying Authorisers or the electronic method of operation.

“**CommBiz Application**” means the CommBiz Application which you sign in order to enter into this Agreement.

“**Credit Account**” means your account(s) specified in these Terms and Conditions, or specified in electronic instructions, for credits (deposits) or your account(s).

“**Debit Account**” means your account(s) specified in these Terms and Conditions, or specified in electronic instructions, for debits (withdrawals) from your account(s).

“**Direct Credit Transaction**” means a payment made to an account with Commonwealth Bank, or to another institution through the Bulk Electronic Clearing System.

“**Direct Debit Transaction**” means an instruction to debit an account with Commonwealth Bank, or to another institution through the Bulk Electronic Clearing System.

“**EFT Transaction**” means an electronic payment, such as a Direct Credit payment, which is subject to the Electronic Funds Transfer Code of Conduct.

“**Fees Account**” means the account referred to in the CommBiz Application to be debited for fees or as otherwise agreed by us.

“**Foreign Exchange settlement**” means if you have accepted a foreign exchange transaction, you have entered a binding foreign exchange transaction for which you must arrange appropriate settlement. Settlement instructions can be advised either online or via the telephone.

“**Foreign Exchange transaction**” means if the Bank offers you a spot exchange rate, value today exchange rate, value tomorrow exchange rate or forward exchange rate, and you accept the offer (which may be done online or over the telephone), a binding foreign exchange transaction is entered into between you and the Bank. If you are transacting over the telephone, all telephone conversations between you and the Bank will be recorded.

“**Instructions**” means the instructions given to us by you using CommBiz to debit and/or credit certain accounts, stop cheques or perform other transactions or functions as agreed.

“**Maintenance Request**” means any request from you to the Bank to change the way your CommBiz Service operates including originating new Bank products, adding or changing the CommBiz Account Authorities, changing the authority of any Authoriser and adding an account to be accessed through CommBiz.

“**Proscribed Person**” means a person who appears to us either (a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth); (b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism; (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or (d) act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

“**Security Identification**” means all log-on identity, passwords, key encryption numbers and any other security tokens or devices used from time to time to access CommBiz and effect Transactions.

“**Service Delegate**” means a person who is nominated by you to electronically authorise Maintenance Requests (a Service Delegate may also act as an Authoriser).

“**Subsidiary**” has the same meaning as in Section 9 of the Corporations Act (Cth).

“**User**” means a person who has the authority to log into CommBiz.

“**we**”, “**our**”, “**ours**”, “**us**” means Commonwealth Bank of Australia ABN 48 123 123 124.

“**you**”, “**your**”, “**yours**” means the customer who completed the CommBiz Application, the customer’s executors, administrators, assigns and any agent appointed by the customer from time to time.

17.1.3 Relationship

Subject to any warranties implied by the Trade Practices Act 1974, or by other law, the CommBiz Application, the CommBiz Account Authority, the CommBiz Fee Schedule and these terms and Conditions constitutes the entire agreement between the you and us, and supersedes all prior Agreements, warranties and communications (oral and written) between the parties in relation to your use of CommBiz.

No amendment, modification or variation of the provisions of this Agreement by you shall be effective unless made in writing and accepted by us. This Agreement, however, does not affect the existing relationship between you and us regarding the operation of your account including, for example only, our right to deduct fees and costs including transaction costs from your account and our right to vary the terms and conditions relating to your account.

17.1.4 Code of Banking Practice

The relevant provisions of the Code of Banking Practice apply if you are an individual or a “small business” within the meaning of the Code.

17.2 Terms

17.2.1 Commencement and duration

This Agreement will commence on the day that we process the CommBiz Application and the CommBiz Account Authority, or as otherwise agreed, and shall continue in force and duration until terminated.

17.2.2 Provision of CommBiz

Subject to the terms of this Agreement, we will provide you with access to CommBiz for the term of the Agreement.

17.2.3 Limitations

You must not:

- a) Transfer, sub-license or otherwise dispose of your rights to CommBiz without our written consent; or
- b) Disclose, display or otherwise make CommBiz available to any other person (other than Users or Authorisers) without our consent.

17.3 Fees

17.3.1 Payment

You authorise us to debit your Fees Account or any other account that you hold with us with the fees set out in the CommBiz fee schedule.

17.3.2 Variations and new fees

We are entitled to:

- a) Increase or decrease the fees; or
- b) Introduce a new fee; or
- c) Vary these Terms and Conditions.

We will give you 30 days prior written notice of the introduction of a new fee. We will give you 30 days prior notice by advertisement published in the national media or on the CommBiz website or in writing of an increase in an existing fee or charge. Otherwise, we will notify you by advertisement published in the national media or on the CommBiz website or in writing to you no later than the day on which the change takes effect.

17.3.3 Service call fees

You agree to pay fees at a rate to be determined by us from time to time. You also agree to pay for all service calls made at your request where those problems are not the result of faults or defects of CommBiz.

You authorise us to debit your Fees Account on the date when the service is delivered.

Information on fees and charges are available on request.

17.4 Variations

17.4.1 Additional Functionality

From time to time, we may introduce additional functionality to CommBiz, which will also be governed by the CommBiz Terms and Conditions.

Your usage or access to the new functionality in accordance with a Maintenance Request by your Service Delegate, or by you completing and returning a signed CommBiz Account Authority, shall be deemed to constitute your acceptance to the current Terms and Conditions.

17.4.2 Additional Authorisers

You may appoint additional Authorisers, remove Authorisers and vary the electronic method of operation by providing us, in writing with an additional CommBiz Account Authority or by submitting a Maintenance request authorised by your Service Delegate or your Account Delegates in accordance with the method of operation for that account.

17.4.3 Additional Accounts

Authorisers, who are account signatories on an existing business account of yours, may give us instructions, in accordance with the highest monetary band for electronic method of operation, to open new business accounts with us provided the new accounts have the same method of operation and authorised signatories as your existing account.

17.5 Instructions

17.5.1 Rules for giving Instructions

We will issue, in writing or on the CommBiz website, rules or manuals setting out the manner in which Instructions should be given, the times during which Instructions may be affected and other relevant information. We may vary the rules or manuals from time to time. We will notify you of any such variation by publishing it on the CommBiz website or sending a written notice to you.

17.5.2 Compliance with rules

You are responsible to ensure that procedures set out in the rules are correctly followed for all transactions.

17.5.3 Credit to be matched with a debit

For any Instruction(s) where amounts are to be credited, a corresponding instruction to debit an account(s) must also be contained within the Instruction.

17.5.4 Direct Debit

Funds collected by Direct Debit will be deposited only to your Credit Account(s).

17.5.5 Direct Credit

Funds paid by Direct Credit will be debited only from your nominated Debit Account(s).

17.5.6 Multiple accounts

Where more than one account has been specified in your Instruction, we will debit or credit the accounts in the order specified. If there are insufficient funds in a nominated account for all of any of your Instructions, we will debit or credit the accounts in any order we choose, or not effect the transaction/s.

17.5.7 Quoting account number

It is your responsibility when instructing us to transfer funds to tell us the correct payee BSB and account number. Funds may not be recovered if you instruct us to make a payment to an incorrect BSB and account number. Neither we, nor the institution receiving a payment, check that the account, identified by the BSB and account number, is held by the customer named in the payment instruction. An institution which uses unique account numbers is also entitled to disregard the BSB Number and make payments to the specified account number only.

17.5.8 - Instructions to send SWIFT messages

Instructions to send SWIFT messages are subject to client providing (and other bank accepting) the letter of authority; the Bank is not liable for other bank's actions, including mistake or failure to act nor delay in transmission or non-receipt of SWIFT message; the Bank does not check the accuracy of messages other than they comply with instructions given to it; client responsible for ensuring there are sufficient funds with the other bank to carry a transaction and for fees payable to the other bank.

17.5.9 Foreign Exchange Settlement

If you have entered into a foreign exchange transactions (either online or over the telephone) and advised the Bank that you will settle that transaction via CommBiz, you must authorise the foreign exchange settlement for that transaction prior to the settlement cut off times or country cut off times applicable to your foreign exchange transaction. If you fail to do so we may extend the delivery date at our discretion or, if we choose, we may contact you by telephone. You authorise us to record any telephone conversation. If we contact you, we are authorised and requested to act on the telephone instructions or facsimile instructions to settle the foreign exchange transaction or extend the delivery date given to us without the need to verify the authority of the person or the accuracy of any such instruction. A facsimile instruction which is complete and regular on the face of it shall be deemed to have been properly completed and sent by you and in the event of any dispute (including litigation) concerning any such instruction you waive the right to claim that any signature thereon is not genuine or that the person was not authorised by you. For more information on Cut Off Times visit www.commbiz.com.au

17.6 Passwords

17.6.1 Security

You are responsible to keep your Security Identification secure and protected from unauthorised use.

17.6.2 Change of passwords

We will provide you with the necessary instructions to enable password changes. It is your responsibility to regularly change your passwords.

17.6.3 Unauthorised access

You must notify us immediately if you become aware of or suspect unauthorised access to CommBiz, or the misuse, loss or theft of a device forming part of a Security Identification, or that the security of a password forming part of a Security Identification has been breached.

17.6.4 Cancellation of Security Identification or withholding of access

We may cancel your use of Security Identification, withhold access to CommBiz or refuse to act on your instructions at any time, without notice, if we believe the Security Identification is being used in a way that may cause losses to you or the Bank. We may vary the maximum amounts which you may transfer at any one time or within any period.

17.7 Unauthorised Transactions

17.7.1 Users

You are liable under these Terms and Conditions for the acts or omissions of all Users.

17.7.2 Deemed authority

You agree that we are entitled to treat any transaction effected by the use of your Security Identification as a transaction which is undertaken with your authority. We are not required to verify your authority unless, prior to the transaction, you have instructed us to cancel that Authoriser's Security Identification.

17.8 Termination

17.8.1 Termination

If you:

- a) Or a signatory appears to be a Proscribed Person;
- b) Become subject to any form of insolvency administration;
- c) Fail to pay Fees when due; or
- d) Otherwise breach the Agreement.

We are entitled to immediately terminate this Agreement either by notifying you in writing or by ceasing to provide access to CommBiz.

17.8.2 Termination by either party

Either party may terminate this Agreement by 21 days notice in writing to the other party, unless otherwise agreed.

17.8.3 Continuing rights

Termination will not affect your right or our right to take action for breaches which have occurred before termination including our right to recover Fees.

17.9 Subsidiaries

17.9.1 Undertaking

You must procure that each of the Subsidiaries becomes a party to this Agreement.

17.10 Intellectual Property

17.10.1 Acknowledgment

You acknowledge that:

- a) You do not obtain any intellectual property rights whatsoever used or embodied in or in connection with CommBiz and

associated products and services; and

- b) In the event that new inventions, designs or processes evolve in performance of or as a result of the Agreement, these also shall be our property unless otherwise agreed in writing by us.

17.11 Refusal of Service

In the event that you appear to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to any other proscribed person or entity; or terminate these arrangements with you. We will be under no liability to you if we do any or all of these things. Our rights under this clause are in addition to all other rights we may have.

If we exercise our rights under this clause you must pay us any damages, losses, costs or expenses that we incur in relation to any action taken under this clause, including without limitation, negative interest owed under clause 9, administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting our obligations under these Terms and Conditions.

17.12 General provisions

17.12.1 Governing law

This Agreement is to be governed and construed in accordance with the law of the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

17.12.2 Non-assignment

Unless otherwise provided you may not assign your rights and obligations under this Agreement without first obtaining our written consent.

17.12.3 Waiver

No delay, neglect or forbearance by either party in enforcing its rights at law or any provision of this Agreement against the other party shall be a waiver or in any way prejudice any right of either party, unless expressly stated in writing.

17.12.4 Severability

If any part of this Agreement is void, voidable or unenforceable then that part of this Agreement is severed from this Agreement and the remainder of this Agreement will continue to be enforceable.

17.12.5 Government duties, fees and charges

You must pay all Government duties, taxes, fees and charges which arise because of the execution of this Agreement and the rights given to you by this Agreement.

17.12.6 Agency

You release us from all actions, proceedings, claims, costs and demands that may be made brought or incurred by or against us arising from any failure to provide instructions to us, or any unauthorised or incorrect Instructions, by any Authoriser.

17.12.7 Notices

Any notice required or permitted by this Agreement to be given by us shall be sufficient if executed for and on behalf of us by one of our officers the title for whose position is or includes the word "manager".

Unless prohibited by law, we may send you notices by electronic communication by:

- i) sending the information to an electronic address nominated by you; or
- ii) making the information available for retrieval at the CommBiz website and sending, to an electronic address nominated by you, a notification that the information is available.

Prior to our using any electronic communication to send you notices, we will advise you of the implications of electing to utilise electronic communications, and we will seek your specific consent to receiving information electronically.

17.13 Special provisions for Unauthorised EFT Transactions

17.13.1 What is an EFT Transaction?

An EFT Transaction is a funds transfer either from or to an account (not being an account designed primarily for use by a business and established for business purposes) of yours maintained by us and which is initiated by the giving of an Instruction.

17.13.2 Application of the EFT Code

We will comply with the provisions of the Electronic Funds Transfer Code of Conduct applying to EFT Transactions.

17.13.3 What is an unauthorised EFT Transaction?

An unauthorised EFT Transaction is one which is not authorised by you or your nominated Authorisers. An EFT Transaction carried out by you, or with your consent, is not an unauthorised EFT Transaction. We are entitled to treat any EFT Transaction carried out by any other Authoriser as authorised by you, unless, prior to the EFT Transaction, you have instructed us to cancel that Authoriser's Security Identification.

17.13.4 Where you will not be liable for an unauthorised EFT Transaction

You will not be liable for any loss arising out of an unauthorised EFT Transaction which:

- a) a User did not contribute to;
- b) arises after you have notified us that any token forming part of the Security Identification has been misused, lost or stolen or that the security of passwords forming part of the Security Identification has been breached; or
- c) is caused by the fraudulent or negligent conduct of any of our employees or agents or act of the employees or agents; or
- d) results from any device which is part of your Security Identification being forged, faulty, expired or cancelled; or
- e) arose from an EFT Transactions which occurred prior to you or another User receiving a token or password forming part of your Security Identification; or

- f) is caused by the same EFT Transaction being incorrectly debited more than once to your account.

17.13.5 Where you will be liable for an unauthorised EFT Transaction?

You will be liable for any loss arising out of unauthorised EFT Transactions where we can prove on the balance of probability that you contributed to loss:

- a) occurring before we were notified that a device forming part of the Security Identification has been misused, lost or stolen or that the security of the passwords forming part of the Security Identification has been breached and which arose through:
 - i) fraud on the part of any User; and
 - ii) any User voluntarily disclosing their password;
 - iii) any User recording one or more of the passwords on the outside of a security device;
 - iv) any User keeping a record of one or more of the passwords (without making any reasonable attempt to protect the security of the passwords) on the one article, or on several articles, carried with the security device, or liable to loss or theft simultaneously with the device;
 - v) Where we permitted a User to select or change any of their passwords, and, immediately prior to the selection or change of password, we have specifically instructed the User not to select a password which represents:
 - A) Their date of birth; or
 - B) A recognisable part of their name; and we have brought to the User's attention the consequences of selecting such a password, and, notwithstanding which, the User has selected such a password;
 - vi) any User acting with extreme carelessness in failing to protect the security of all their passwords.
- b) resulting from your unreasonable delay in notifying us after you became aware of the misuse, loss or theft of a device forming part of a Security Identification, or that the security of a password forming part of the Security Identification has been breached.

17.13.6 Extent of your liability for an unauthorised EFT Transaction?

- a) Where any of the circumstances in Clauses 17.13.5(a)(i)-(v) apply, you will be liable for the actual losses which occur before we are notified that:
 - i) a device forming part of the Security Identification has been misused, lost or stolen; or
 - ii) the security of the passwords forming part of the Security Identification has been breached, but you will not be liable under this sub-Clause 17.13.6(a)(ii) unless such breach was the dominant cause of the loss.

However, you will not be liable for any of the following amounts:

- i) that portion of the total losses incurred on any account which exceeds the balance of that account(s);
 - ii) all losses incurred on any accounts which we had not agreed with you could be accessed using the Security Identification.
- b) Where Clause 17.13.5(b) applies, you will be liable for the actual losses which occur before we are notified that:

- i) a device forming part of the Security Identification has been misused, lost or stolen; or
- ii) the security of all the passwords forming part of the Security Identification has been breached.

However, you will not be liable for any of the following amounts:

- i) that portion of the total losses incurred on any account which exceeds the balance of that account(s);
 - ii) all losses incurred on any accounts which we had not agreed with you could be accessed using the Security Identification.
- c) Where none of the above circumstances apply, and a password was required to perform the EFT Transaction, you will be liable for the least of:
- i) \$150; or
 - ii) the balance of those account(s) (including any pre-arranged credit) from which value was transferred in the unauthorised EFT Transactions and which we had agreed with you may be accessed using the Security Identification; or
 - iii) the actual loss at the time we are notified (where relevant) that the device has been misused, lost or stolen or that the security of the passwords has been breached.

17.14 Liability

17.14.1 Consequential loss

We expressly exclude liability for consequential loss or damage which may arise in respect of this Agreement, your use of CommBiz, the unavailability of CommBiz, cancellation of your Security Identification, withholding of access to CommBiz by us, or any refusal to act on your instructions, or for loss of profit, business, revenue, goodwill or anticipated savings.

For transactions subject to the EFT Code of Conduct, this exclusion does not apply to loss caused by the failure of our systems or equipment to complete an EFT Transaction where your instructions have been accepted by CommBiz, or loss in relation to an attempted EFT Transaction as a result of a malfunction of our systems or equipment, unless you ought to have been aware that of our systems or equipment were malfunctioning or unavailable.

17.14.2 Limitation

We do not warrant that the services provided to you in relation to CommBiz will be fault free or that any problem with the CommBiz site or the Internet can be solved immediately or quickly. You acknowledge that those services may rely on factors outside our control. We will use reasonable endeavours to overcome any fault in the services we provide to you as quickly as possible.

17.14.3 Exclusion

If any warranty implied by the Australian Securities and Investment Commission Act, or the Trade Practices Act, or any similar legislation, applies in relation to the Agreement or your use of CommBiz for breach of such warranty to the extent permitted by the relevant Act or legislation, we shall be limited to either the supplying of the services again or the payment of the cost of having the services supplied again.

17.15 Special provisions for BPAY

17.15.1 How to make BPAY payments

BPAY payments can be made from Debit Accounts (including credit card accounts). Batch Entry BPAY payments can not be made from credit card accounts.

Receipt by a Biller of a mistaken or erroneous payment will not constitute part or whole satisfaction of any underlying debt owed between you and that Biller.

The information you must give us to instruct us to make a BPAY Payment is the Biller Code and Customer Reference Number that appears on the bill or invoice, the Debit Account, the account for returned items (trace account), the payment amount and the payment date.

We are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate or incomplete. See also clause 17.5 Instructions.

17.15.2 Suspension

We may suspend your right to participate in the BPAY Scheme if:

- You are in breach of these terms and conditions
- You or someone acting on your behalf is suspected of engaging in fraudulent conduct

17.15.3 When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

- a) advise you of this;
- b) credit your trace account with the amount of the BPAY Payment; and
- c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

17.15.4 BPAY Payments – Batch Entry

You may make BPAY Payments with us by Batch Entry (by importing a file into CommBiz).

You undertake to ensure that:

- a) each Batch Entry payment you make with us is validly authorised;
- b) your systems and procedures generate sufficient records to enable transactions made through Batch Entry to be traced, checked and where an error has occurred, to be identified and corrected in accordance with this Agreement; and
- c) you will notify us immediately if you become aware or believe that a Batch Entry payment has not been correctly processed.

You must take all reasonable steps, act in accordance with directions from us, and immediately give us all necessary information and authorisations, to ensure that a Batch Entry payment is not induced by fraud.

17.15.5 BPAY Payments – Batch Entry - Your warranty

You warrant to us each time you make a Batch Entry payment that you are making that Batch Entry payment on your own behalf, and the payments are not part of a business of making BPAY Payments on behalf of third parties.

17.15.6 BPAY Payments cannot be stopped

We will not accept a request to stop a BPAY Payment once you have instructed us to make that BPAY Payment.

17.15.7 Underpayments

You must be careful to ensure you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference.

17.15.8 You must tell us of mistaken, unauthorised and fraudulent BPAY payments

We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You should notify us immediately if you:

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

We will attempt to rectify any such matters in relation to your BPAY Payments in accordance with clauses 17.15.9 to 17.15.13. However, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme, including any delay in processing of BPAY Payments by other participants.

17.15.9 Extent of your liability for mistaken BPAY payments

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

17.15.10 Extent of your liability for fraudulent BPAY payments

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

17.15.11 Extent of your liability for unauthorised

BPAY payments

If a BPAY Payment is made in accordance with a Payment Direction, which appeared to us to be from you but for which you did not authorise, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if we cannot recover that amount from the person who received it within 20 Business Days of us attempting to do so.

17.15.12 Resolution principles

If a BPAY Payment falls within both the types described in clauses 17.15.9 and 17.15.10, then we will apply clause 17.15.10.

17.15.13 Consent for Biller to disclose information

If you tell us that a BPAY Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from that Biller such information as we reasonably require to investigate the transaction. If you do not give us that consent, the Biller may not disclose to us the information we need to investigate or rectify that BPAY Payment.



Application to Become a Direct Credit User

To Commonwealth Bank of Australia ('User Financial Institution (FI)') and to each other FI which from time to time participates in the Direct Credit System:

('The User') hereby applies to become a user of the Direct Credit System from time to time operated by participating FI's (which include User FI).

The User hereby acknowledges that the User FI is at liberty to accept or decline this Application. If the Application is accepted by the User FI and any participating FI thereafter accepts and acts on instructions given by the User in connection with the Direct Credit System by use of that FI's BSB numbers in the electronic file transfer or other acceptable media, the User agrees that in consideration thereof, subject to any warranties implied by statute into a contract for the supply of services between the User FI and the User which cannot be excluded restricted or modified by a term of the contract, it shall become bound to each such FI in the following manner:

- 1 The User shall comply with all the obligations of a user of the Direct Credit System as advised by the User's FI, and any amendment modification or replacement thereof from time to time issued by the User FI or by any other FI which may hereafter become the User FI in respect of the User.
- 2 The User shall obtain from every customer of a FI whose account the User wishes to instruct that FI to credit through the Direct Credit System, the correct title and account number of that customer's account, and shall correctly include such particulars in the electronic file transfer or other acceptable media containing the User's instructions.
- 3 The User hereby agrees to indemnify and keep indemnified the User FI and any other FI from and against all losses, outgoings, claims, demands, damages, actions, suits and proceedings whatsoever, arising directly or indirectly out of or in connection with any failure by the User, or a Bureau acting for the User, to observe any obligations of a User in respect of the Direct Credit System.
- 4 If the User with the prior written approval of the User FI engages a computer bureau or other third party ('bureau') to prepare and/or send electronic files or other acceptable media by which the User's instructions are given to a FI, the User shall ensure that the bureau strictly observes all the User's obligations in respect of the Direct Credit System.
The User's obligations will not however be in any way affected by its engagement of a bureau or the User FI's approval thereto.
- 5 The performance of the User's obligations in respect of the Direct Credit System may be enforced by any FI or by the User FI on behalf of any other FI.
- 6 The termination by a FI of the direct credit arrangements between the User and that FI will not affect the User's obligations in respect of the Direct Credit System to each other FI.
- 7 All implied conditions and warranties (statutory or otherwise) except for warranties or conditions implied by law upon the User FI which are not capable of being excluded are hereby excluded from the agreement between the User and the User FI in respect of the Direct Credit System and save as aforesaid there are no understandings, agreements, representations, conditions or warranties expressed or impliedly given by the User FI, not specified herein which relate to the Direct Credit System or the services to be provided by the User FI or any other FI pursuant to the Direct Credit System.
- 8 The Direct Credit User acknowledges that:
 - a all Credit items received by a Ledger FI will be processed in accordance with the BECS Procedures;
 - b a Ledger FI is entitled to rely solely on the Account Number Details provided by the Credit User when processing Credit items received from the Credit User;
 - c a Ledger FI is not require to check that the Account Number Details provided by the Credit User are correct or that the account name provided by the Credit User corresponds with the name of the holder of the account maintained by the Ledger FI ; and
 - d the Credit User shall not be entitled to make a claim against the User FI or any Participating FI (including the Ledger FI) if the Credit item has been processed in accordance with the Account Number Details provided by the Credit User.
(Note For the purpose of this sub-paragraph 8, Account Number Details means the BSB number and the account number or, in the case of a Ledger FI which has a unique account number system, the account number only.)

Fees and charges

Item	Fee	GST	Total
Establishment			
Establishment, per client (waived for all clients for a limited time)	\$60.00	\$6.00	\$66.00
Provision of security token, each ⁺	\$25.00	\$2.50	\$27.50
Direct Debit user establishment fee [#]	\$500.00	\$50.00	\$550.00
Access			
User without security token	No charge	No charge	No charge
User with security token, per month ⁺	\$5.00	\$0.50	\$5.50
Account Information	No charge	No charge	No charge
Receivables Information	No charge	No charge	No charge
NetLock Access	POA	-	-
Payments			
Transfer between your own Commonwealth Bank accounts	No charge	No charge	No charge
Direct Credit/Direct Debit/BPAY Payment	\$0.25	\$0.025	\$0.275
Priority Payments to other Commonwealth Bank accounts	\$0.50	-	\$0.50
Priority Payments to other financial institution accounts	\$10.50	-	\$10.50
International Money Transfers (IMT) or Foreign Currency Payments	\$13.20	-	\$13.20
Non CBA Account Statement Information & Transfer Requests			
Non CBA Payment Request ^{**} / ^{###} (per request)	\$6.82	\$0.68	\$7.50
Receive Incoming Statement Data ^{**} / ^{###} (per month)	\$50.00	\$5.00	\$55.00
Remittance Advices			
email	\$0.15	\$0.015	\$0.165
Fax, within Australia	\$0.40	\$0.04	\$0.44
Fax, overseas	\$1.10	\$0.11	\$1.21
Mail, within Australia	\$0.90	\$0.09	\$0.99
Mail, overseas	\$3.00	\$0.30	\$3.30
Secure Requests			
Stop Cheque or Lift Stop Request [*]	\$10.00	-	\$10.00
View Vouchers			
Voucher Retrieval [~]	\$2.00	-	\$2.00
Incidental charges which may apply in some circumstances			
Risk approval or declined Direct Credit/Direct Debit payment	\$35.00	\$3.50	\$38.50
Risk approval or declined Priority/IMT/Foreign Currency payment	\$35.00	-	\$35.00
Direct Credit/Direct Debit Item Recall	\$25.00	\$2.50	\$27.50
Direct Credit/Direct Debit File Recall	\$50.00	\$5.00	\$55.00
Trace, Direct Credit or Direct Debit	\$25.00	\$2.50	\$27.50
Returned Direct Credit/Direct Debit payment	\$2.27	\$0.23	\$2.50
Copy of Payment Message	\$10.00	-	\$10.00
Amendment to IMT or Foreign Currency Payment	\$25.00	-	\$25.00
Trace, Priority/IMT/Foreign Currency Payment	\$25.00	-	\$25.00
Cancellation, IMT or Foreign Currency Payment	\$25.00	-	\$25.00
Additional post-establishment training/technical services per hour [^]	\$120.00	\$12.00	\$132.00

[#] Only applicable where a user first applies to become a user of the Direct Debit System. Does not apply where the generic CommBiz APCA ID allocated by the Bank is used.

^{*} A Stop Cheque or Lift Stop Request is defined as a cheque or range of cheques with consecutive serial numbers on the same account, requiring payment to be stopped or the stop request lifted at the same time

[^] Training/ on-site technical services are not available in all locations. Cost of travel will also be charged.

⁺ This fee is waived for the first token user.

[~] Charged on each image retrieval request.

^{**} No fee on ASB account holders for incoming Statement Information or sending of Payment Requests.

^{\$} Other Financial Institutions may charge a fee if sending Statement Information or acting on Transfer Requests

^{###} Please check with other Financial Institution for any related fees and charges

Appendix C

Cut-off times

These times are subject to variation. All 'cut-off' times refer to Australian Eastern Standard Time or Australian Eastern Summer Time if applicable (Sydney time).

Payment Type	Value	Customer Cut-Off Time
Transfers	Credit funds are usually available a short time after your transfer, with value as at the payment date.	After 6pm or on a non-business day, payment instructions will be processed on a 'best endeavours' basis. Payments accepted after cut-off time may be processed for value as at the next business day.
Direct Credit/BPAY Payment	Credit funds are usually available by 9am next business day, but for value as at the payment date.	We commit to process all payments received by 6.00pm (Direct Credit) and 5.55pm (BPAY). After 6.00pm (Direct Credit), 5.55pm (BPAY) or on a non-business day, payment instructions will be processed on a 'best endeavours' basis. Payments accepted after cut-off time may be processed for value as at the next business day.
BPAY Batch Entry	Credit funds are usually available by 9am next business day, but for value as at the payment date.	We commit to process all payments received by 5.30pm. After 5.30pm or on a non-business day, payment instructions will be processed on a 'best endeavours' basis. Payments accepted after cut-off time may be processed for value as at the next business day.
Priority Payments	Same day	We commit to process all payments received by 4.00pm. Payments to Commonwealth Bank accounts may be accepted until 7.00pm.

Cut-off times apply to payments and payment files received in good order and where sufficient funds are available in the funding account(s). Files which contain errors, do not have sufficient funds available in the funding account(s) or are received after the cut-off times may not be processed on the day of receipt.

A delay may occur in processing a BPAY Payment where another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or a Biller fails to comply with its obligations under the BPAY Scheme.

A business day refers to a day other than a Saturday, Sunday and a public holiday or bank holiday. It is important to note that public holidays and bank holidays differ between Australian States and Territories.

Appendix D

Foreign currency cut-off times

These times are subject to variation. This list of currencies and cut-off times are correct at the date of printing.

Currency	Currency Code	Sydney Time	Payment Value
Australian Dollar	AUD	4:00pm	Same day
Canada Dollar	CAD	4.30PM	Same day
Danish Kroner	DKK	3.30PM	Same day
Euro	EUR	4.30PM	Same day
Fijian Dollar	FJD	10.30 AM	Same day
Great British Pound	GBP	4.30PM	Same day
Hong Kong Dollar	HKD	2.30PM	Same day
Indian Rupee	INR	12.00PM	Same day
Japanese Yen	JPY	12.30PM	Same day
Kuwaiti Dinar	KWD	3.30PM	Same day
New C/Tahiti Franc	XPF	10.30AM	Next day only
New Zealand Dollar	NZD	12.30PM	Same day
Norwegian Kroner	NOK	3.30PM	Same day
Oman Rial	OMR	3.30PM	Same day
Papua New Guinea Kina	PGK	12.30PM	Same day
Philippine Peso	PHP	10.30 AM	Same day'
Saudi Riyal	SAR	3.30PM	Same day
Singapore Dollar	SGD	12.00PM	Same day
Solomon Islands Dollar	SBD	10.30 AM	Same day
South African Rand	ZAR	3.30PM	Same day
Sri Lankan Rupee	LKR	10.30 AM	Same day
Swedish Kronor	SEK	3.30PM	Same day
Swiss Franc	CHF	3.30PM	Same day
Thai Baht	THB	12.00PM	Same day
US Dollar	USD	4.30PM	Same day
Vanuatu Vatu	VUV	10.30AM	Same day

* Please note that the same cut off time applies for both Australian Eastern Standard Time and Australian Eastern Daylight Savings Time.

You can obtain updated information about cut-off times by calling the Help Desk on 132 339 (outside Australia +61 2 9641 2506), Monday to Friday, 8am to 7.30pm (Sydney time).

AEST = Australian Eastern Standard Time

DST = Australian Daylight Saving Time (Eastern Summer Time)

These times will ensure that overseas payments are transmitted by the Commonwealth Bank on either the same day or the next day (as applicable). The Bank cannot guarantee when the funds will be made available by the beneficiaries' bank.