

# CommBiz

Dated 11 April 2022

Terms and conditions

Commonwealth Bank of Australia  
ABN 48 123 123 124 AFSL and  
Australian credit license 234945.

**Commonwealth**Bank  
of Australia



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# About CommBiz

CommBiz is our premium online business banking service that allows small businesses, corporate and institutional companies to manage their finances.

CommBiz enables you to manage your domestic and international account activity and cash management, with world class online security features and customisable options for User access.

# Part 1: Payment types

## 1.1 Transfers between your accounts

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

## 1.2 Direct credits and debits

A direct credit is an electronic transfer of money from one of your CommBiz-enabled accounts to someone else's account at an Australian financial institution.

A direct debit is an electronic transfer of money to one of your CommBiz-enabled accounts from someone else's account. If we approve you to use direct debit, you can use it to collect payments from accounts held at Australian financial institutions.

If you use direct credit or direct debit, you agree to be bound by the Regulations and Procedures of the Bulk Electronic Clearing System (BECS), published by the Australian Payments Network (APN – previously APCA) **Visit the Australian Payments Network website or [www.auspaynet.com.au](http://www.auspaynet.com.au)**

### 1.2.1 BECS User ID

You can make a direct credit using either your own direct credit BECS User ID (also known as APCA ID), or a shared User ID we have allocated. You can receive direct debits by using the BECS User ID that we have allocated you.

### 1.2.2 Trace accounts

When you make a direct debit or direct credit you must specify an account as a trace account. If the receiving institution can't or won't accept the payment for any reason they return the money to the trace account.

## Part 1: Payment types

### 1.2.3 Processing dates

Direct debits and direct credits will be accepted on a day which is a business day in any State. If it is a holiday, the bank receiving the payment may delay processing.

### 1.3 Priority Payments

A Priority Payment is a time critical and irrevocable electronic transfer of an amount in Australian dollars to another financial institution within Australia.

If you use Priority Payment you agree to be bound by the Regulations and Procedures of the High Value Clearing Stream (HVCS), published by the Australian Payments Network (APN – previously APCA).

**Visit the Australian Payments Network website or [www.auspaynet.com.au](http://www.auspaynet.com.au)**

### 1.4 Fast Payments

A Fast Payment is a near real-time payment with rich information which is available 24 hours a day, 7 days a week. A Fast Payment can be made to a registered PayID as well as to an eligible BSB and account number.

### 1.5 International Payments

An International Payment (which we also sometimes refer to as an International Money Transfer or IMT) using CommBiz is:

- an electronic transfer of money to an account outside of Australia, or
- an electronic transfer of money to an account within Australia that involves foreign currency (where either the debit or credit currency is foreign currency).

If you have CommBiz-enabled Commonwealth Bank Foreign Currency Accounts, you can also transfer between these and your other CommBiz-enabled Commonwealth Bank Accounts using the International Payments functionality.



## Part 1: Payment types

Overseas or Australian banks and their correspondent banks (which may include overseas banks or banks located in Australia) are responsible for paying the transferred money to the recipient.

The timing and currency conversion of the payment are governed by the domestic regulations and bank practices in the recipient's country and are beyond our control. All enquiries to overseas banks and their correspondent banks about payments are at your own cost.

### 1.5.1 Acknowledgements

By applying for an International Payment you acknowledge that:

- we may have to use the services of intermediary banks other than the ones you request.
- to complete an International Payment we will need to transfer certain personal information, including name, address and BSB and account numbers outside of Australia.
- we may receive a commission from or enter into a commission/ revenue sharing arrangement with correspondents. The amount will be determined by various factors.
- money sent overseas is usually available for payment to the recipient within 3 business days (Australian time) of our accepting your instructions. This timeframe may be extended due to the requirements and practices of overseas banks and regulators and other circumstances beyond the Bank's control (such as international communications breakdowns and problems or delays in processing of a payment by other banks). Some payments may be subject to delays due to additional screening and processes (e.g. payments to first time beneficiaries).

## Part 1: Payment types

### 1.5.2 Returned payments

We have to accept the return of a money transfer if any party connected with or having jurisdiction over the transaction refuses to accept it.

- we can credit any proceeds we receive to a Foreign Currency Account that is in the same name as the originating account and the same currency as the returned funds (if you have one) or to the account from which the money originally came.
- we are not liable to any party for any losses or damage as a result of the return of the payment.

If any foreign currency funds are returned to us, we will convert them into the original currency of the funding account using the applicable foreign exchange rate on the day the funds are credited to your account. We will credit the money to the account specified in the International Payment application.

### 1.5.3 Refusing an application

We can refuse an application for an International Payment if we believe that processing it would offend against any policy or law relating to money laundering, sanctions, or the national interests or security of any State. We can also refuse to process an International Payment because the destination account previously has been connected to fraud or an attempted fraudulent transaction or is an account used to facilitate payments or is an account used to facilitate payments to Bitcoin or similar virtual currency payment services. We are not liable to any party for any loss or damage from any decision not to process the application based on any of these grounds.

### 1.5.4 Exchange rates

Exchange rates are indicative only and are subject to change. The exchange rate is determined when the transaction is authorised (this is when a transaction is fully authorised in CommBiz and the transaction

## Part 1: Payment types

status becomes “Authorised”) and this is the rate provided on the receipt. Transactions will not be submitted for processing if they are not fully authorised before the cut-off times on the value date of the transaction (refer to **[www.commbank.com.au](http://www.commbank.com.au)** for Foreign Currency cut-off times). You can log in to CommBiz to view the exchange rate. In the event that a payment is rejected or not submitted for processing (e.g. due to insufficient funds in the debit account), then the exchange rate determined at authorisation is no longer applicable.

### 1.5.5 Charges by overseas banks

As well as any fees and charges we apply, you may also have to pay fees and charges to overseas banks and their correspondent banks involved in the transaction. There may be more than one other bank involved, each of which may charge a fee. The Bank will pay the correspondent bank fees for most\* IMTs where the debit account is in a currency that is different from the payment currency (cross-currency IMT) Note: this does not include any fees charged by the beneficiary bank.

\* This does not include IMTs in JPY.

Otherwise, where we don't pay the correspondent bank fee on your behalf, we will tell the other banks involved in the transaction to deduct their fees from the payment. This means that the person receiving the payment will receive a lower amount than the amount you sent.

If the overseas bank or their correspondent bank doesn't deduct their fees and charges from the payment, you agree to reimburse us for any fees and charges they pass on to us. You agree that we can debit this amount from your fees account.

For payments to selected countries and currencies you can elect to pay us an additional upfront fee (refer to Part 15) to cover overseas bank charges. If you choose this option:

## Part 1: Payment types

- you agree to pay the applicable fee which will be debited from your fees account; and
- you request that the fees from the overseas banks be charged to the Commonwealth Bank instead of being deducted from your payment.

### **1.6 BPAY®**

You can tell us to make payments using the BPAY® Electronic Payments Scheme (BPAY® Scheme) to Billers who agree to receive the payments through the BPAY® Scheme.

You can make BPAY® payments and Batch Entry BPAY® payments. Using Batch Entry you can make BPAY® payments to one or more Billers.

#### 1.6.1 Making BPAY® Payments

You can make individual BPAY® payments from all debit accounts (excludes Foreign Currency Accounts), including credit card accounts.

Your instruction to us to make a BPAY® payment must include the:

- Biller Code that appears on the bill or invoice
- Customer Reference number that appears on the bill or invoice
- direct account number
- account for returned items (trace account)
- payment amount
- payment date

If you don't give us all of this information, or if any of it is inaccurate or incomplete, we don't have to transfer the money.

#### 1.6.2 Payment errors

If a Biller receives a payment made by mistake or in error, this payment is not considered part of whole payment of any debt you owe them.

## Part 1: Payment types

### 1.6.3 Suspension

We can suspend your right to participate in the BPAY® Scheme if you breach these Terms and conditions, or if you or someone acting on your behalf is suspected of engaging in fraudulent conduct.

### 1.6.4 When a Biller can't process a payment

If we are advised that a BPAY Payment cannot be processed by a Biller, we will advise the User of this and credit your account with the amount of the BPAY Payment. We will also assist the User to make a valid BPAY Payment.

### 1.6.5 Batch Entry BPAY® payments

If you make Batch Entry payments, you agree:

- every Batch Entry payment you make will be authorised
- not to make Batch Entry payments from credit card accounts
- to promptly notify us if you become aware, or reasonably suspect that a Batch Entry payment has been erroneously submitted or processed.

If you make Batch Entry payment on behalf of your End Clients, you must:

- make any disclosures to, and obtain any consents from, those End Clients that are necessary to enable:
  - a. us to comply with our obligations under BPAY® Payment Scheme rules;
  - b. you to comply with your obligations under the conditions outlined in this document.
- maintain a list of your End Clients, and provide that list to us upon request;
- maintain systems and processes which allow payment and adjustments (including credits and reversals) in relation to those End Clients to be separately identified and differentiated;

## Part 1: Payment types

- ensure those End Clients make payments only for their own benefit and not on the benefit of a third party;
- promptly notify us if you become aware, or reasonably suspect, a fraudulent or illegal activity involving payments made by those End Clients; and
- ensure that each Batch Entry payments given on behalf of an End Client is validly authorised by that End Client.

### 1.6.6 BPAY® payments can't be stopped

We will not accept a request to stop a BPAY® payment once you have instructed us to make it.

### 1.6.7 Underpayments

You must be careful to ensure you tell us the correct amount you want 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.

### 1.6.8 Mistaken, unauthorised and fraudulent BPAY® payments

We will try to ensure that your BPAY® payments are processed promptly by the participants in the BPAY® Scheme, including Billers to whom your BPAY® payments are to be made.

You must tell 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
- think that you have been fraudulently induced to make a BPAY® payment.

We will try to fix any problems like this, but we are not liable for any loss or damage you suffer as a result of using the BPAY® Scheme, including any delay by other participants in processing BPAY® payments.

## Part 1: Payment types

### 1.6.8.1 Your liability for mistaken payments

If we make a BPAY® payment to a person 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 accounts.

If you were responsible for a mistake causing that payment and we can't recover the payment from that person who received it within 20 business days, you must pay us that amount. We can debit your account with the amount previously credited.

### 1.6.8.2 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.

If that person doesn't refund payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it within reasonable diligence. In that case, that person must refund you the amount of the fraud-induced payment.

If a BPAY® payment could be considered to be either mistaken or induced by fraud, we will consider it to be fraudulent.

### 1.6.8.3 Your liability for unauthorised BPAY® payments

If we make a BPAY® payment in accordance with a payment direction, which appeared to us to be from you, but which you did not authorise, we will credit your account with the amount of that unauthorised payment.

### 1.6.9 Consent for biller to disclose information

If you tell us that a BPAY® payment made from your account is unauthorised, you must give us your written consent, addressed to the Biller who received the payment, allowing us to obtain from that Biller any information we reasonably need to investigate the transaction. If you don't give us this consent, the Biller may choose not to disclose to us the information we need to investigate or fix the payment.

## 1.7 Non-CBA Payment Requests

A Non-CBA Payment Request is when you have authorised us to send an instruction to another financial institution to transfer money out of an account you hold with that financial institution. With a 'Non-CBA Payment Request', you can give payment instructions using CommBiz for an account you hold with any financial institution that has agreed to receive these instructions from us. You can use this function to centralise cash management of accounts held with multiple financial institutions. Instructions sent to other financial institutions are subject to cut-off times (refer to **www.commbank.com.au** for Foreign currency cut-off times).

## 1.8 Trans-Tasman Payments

Trans-Tasman Payments ("Trans-Tasman") refers to the ability to carry out transaction banking in New Zealand by allowing you to administer your ASB Bank Limited (ASB) accounts and Commonwealth Bank (CBA) accounts through CommBiz. Australian based clients can use Trans-Tasman functionality provided in CommBiz to: access a complete view of ASB and CBA accounts; move money and report funds between Trans-Tasman companies and subsidiaries; and make New Zealand domestic payments to staff and suppliers.

### 1.8.1 Accessing Trans-Tasman facility

You can access this Trans-Tasman facility if you:

- hold a bank account with ASB;
- have a CommBiz facility allowing automated file delivery (known as "CommBiz Automated") or a manual file upload (known as "CommBiz-Manual") to send payment files to ASB to debit/credit your ASB account.

For CommBiz Automated or CommBiz Manual, files must be formatted and contain the information in accordance with our file specifications advised to you from time to time.



## Part 1: Payment types

All CommBiz customers will have automatic access to Trans-Tasman functionality if they have an ASB account linked in CommBiz with electronic authority set up.

To link your ASB account to your CommBiz facility (CommBiz Automated or CommBiz Manual) you will need to contact ASB.

### 1.8.2 Account Currency

The currency to be used is NZD. We can connect ASB domestic accounts (NZD) and ASB foreign currency accounts to CommBiz.

### 1.8.3 Cut-off Times

The cut-off times are as follows:

Platform	Cut-off time
CommBiz Automated	8pm (NZT)
CommBiz Manual	8pm (NZT)

Transactions made after the cut-off time will be processed on a best-endeavours basis – if we are unable to process your file, you will be contacted the next business day

### 1.8.4 What can Trans-Tasman not do?

- We're unable to show NZ pooling position.
- Unable to accept other than approved file types for payments (ie only MT9) for bulk file uploads (for one off uploads the format used in CommBiz is MT101s)
- Trans-Tasman doesn't allow us to partnership with other banks in NZ other than ASB.
- It doesn't allow for payment file submission from ASB to CBA.

### 1.8.5 Fees and charges

ASB account and transaction fees may apply. For details, please contact your ASB Relationship Manager

## Part 1: Payment types

### 1.8.6 Acknowledgement

By using Trans-Tasman services, you acknowledge and consent that:

- We will use the services of a partner bank (ASB) to complete a Trans-Tasman payment
- We will be transferring the following information to ASB:

Debit account      Account number at ASB the money will be debited from

Credit accounts    Account number of where money will be paid to  
Account name of the beneficiary  
References of payment information sent to the beneficiary

- CBA is authorised to accept instructions in respect of accounts with ASB and you authorise ASB to carry out instructions given through CommBiz by Authorisers or Administrators. When an instruction is given to transfer funds from or otherwise debit an account of yours with ASB, a reference to “we”, “our”, “ours” and “us” in these Terms and Conditions means CBA and ASB jointly and individually.

### 1.9.7 Returned payments

If any party refuses to accept a Trans-Tasman payment, our standard process for returned payments will apply with the funds going back into the originating ASB account minus any fees and charges and we will not be liable for any losses incurred by you as a result of the return of the payment.

# Part 2: Giving us instructions

## 2.1 Giving us payment instructions

We are not responsible for any acts or omissions by you or your officers, employees or bureaus (including but not limited to the amount, accuracy, timeliness or authorisation of the payment instruction). Electronic files must be formatted and contain the information in accordance with our file specifications. Authorisation of files will be deemed by the Bank as an approved file for processing.

You acknowledge that you will comply with our recommendations regarding use of NetLock and Security Token (refer to 4.10 and 4.11).

## 2.2 Payment rules

Instructions to credit an amount must contain a corresponding instruction to debit an account.

- We will deposit funds collected by direct debit only to your credit account(s)
- We will debit funds paid by direct credit only from your nominated debit account(s).

## 2.3 Multiple accounts

If your instruction specifies more than one account, we will debit or credit the accounts in the order you specify.

If an account doesn't contain enough money for all or any of your instructions, we will either:

- debit or credit the accounts in any order we choose, or
- not complete the transaction(s).

## 2.4 Providing correct recipient details

When you instruct us to make payments, it is your responsibility to provide us the correct recipient details.

If you instruct us to make a payment to an incorrect recipient, we may not be able to recover the money.

## Part 2: Giving us instructions

We don't check whether the customer named in your instruction matches the recipient details you give us, nor does the institution receiving the payment.

### 2.4.1 Recovering payments made in error

We will do what we can to assist the return of funds when you advise that a payment has been made in error from your business account.

The receiving bank will seek the consent of the unintended recipient to allow the return of funds. If the unintended recipient is unwilling to return the funds, the recipient bank will advise us and it may be necessary for you to pursue other options (for example to seek legal advice) for recovery of the funds.

## 2.5 Sending SWIFT messages

When you ask us to send a SWIFT (Society for Worldwide Interbank Financial Telecommunication) message:

- you must provide the letter of authority and the other bank must accept it
- we're not liable for any other bank's actions, including mistakes, failing to act, transmission delays or not receiving the message
- we don't check the accuracy of messages other than to ensure that they comply with your instructions
- you must ensure that there is enough money in the account to cover the transaction and any fees payable to the other bank.

## 2.6 Authorising foreign exchange settlements

If you make a foreign exchange transaction (either online or over the telephone), and have told us that you will settle that transaction through CommBiz, you must authorise the settlement before the settlement or country cut-off times that apply to the transaction (see **[www.commbank.com.au](http://www.commbank.com.au)** for Foreign currency cut-off times).

## Part 2: Giving us instructions

### 2.6.1 Telephone, Fax and Email Instructions

If you fail to do this, we can choose either to extend the delivery date or contact you by telephone. If we contact you by telephone, you authorise us to record any telephone conversation.

If we receive a telephone, fax or email instruction that appears to be complete and regular, then we deem that you have properly completed and sent it.

We will act on the instructions you give us by telephone, fax or email to settle the transaction, or extend the delivery date, without needing to verify the authority of the person who gave the instruction or the accuracy of the instruction we receive.

If there is any dispute about an instruction, you waive the right to claim any instruction that is not genuine, or that you had not authorised the person to give the instruction.

## **2.7 Trade Advance**

You must apply to register for this service. Your Administrator is authorised to administer entitlements required for Service Delegates (as authorised Users) to give us instructions on your Trade Advance facility.

## **2.8 Third Party Accounts**

You cannot link Third Party Accounts to your CommBiz Service without our prior consent which, at our absolute discretion, we may refuse or impose conditions on any such consent. At any time, in our absolute discretion, we may withdraw or change the conditions of any prior consent of ours to permit you to link Third Party Accounts to your CommBiz Service.

If Third Party Accounts are linked to your CommBiz Service you are solely responsible for transactions on any linked Third Party Accounts and indemnify us from all claims, demands and losses by the holder or beneficial owner of a linked Third Party Accounts. You represent and warrant that at all times you have full authority to transact on each Third

## Part 2: Giving us instructions

Party Account linked to your CommBiz Service.

The account holder of a Third Party Account linked to a CommBiz Service acknowledges and agrees that:

- transactions on their linked Third Party Account through CommBiz are subject to these terms and conditions and all references in these Terms and conditions to “you” and “your” includes the account holder of the Third Party Account;
- any Authoriser appointed to the CommBiz Service linked to the Third Party Account is authorised to have electronic access to and to transact on the Third Party Account through CommBiz and we are authorised to act on instructions apparently given by an Authoriser whether or not those instructions were properly authorised by the account holder; and we
- may permit electronic access to the Third Party Account by any other person authorised by an Administrator of the linked CommBiz Service.

### **2.9 Electronic execution of documents**

If you agree to enter into agreements electronically or to electronically sign documents, you agree that we can treat any instructions given using your Security Identification as being made with your authority. Unless we've processed your request to cancel an Authoriser's Security Identification before the instruction, all communications and acceptances, including electronically signed documents, received by us through CommBiz from any person logged into CommBiz using your Security Identification are deemed to be authorised by you.

### **2.10 Facility**

You may link a Facility to your CommBiz Service. Any transactions on a Facility will be subject to applicable facility limits and to the Bank's Current Terms and Conditions for Business Finance.

## **2.11 What each CommBiz Role can do**

You agree that the persons you nominate with one or a combination of the User roles set out below is entitled to access, operate and is responsible for managing your CommBiz Service, including but not limited to the specific tasks:

### 2.11.1 View Users

- View only access to all accounts linked to your CommBiz Service and the relevant account information such as statements, transactions, balances and account details.

### 2.11.2 Create Users

- View User access;
- initiate payments (including scheduled payments) from accounts linked to your CommBiz Service; and
- create Service Requests for accounts and products linked to your CommBiz Service such as change account address, stop cheques, reorder cheque books, manage statements, notices and term deposits.

### 2.11.3 Authorisers

- View User access;
- authorise payments (including scheduled payments) from accounts linked to your CommBiz Service;
- authorise Maintenance Requests in accordance with the method of operation that your Administrator has set up for that account such as edit electronic account authority; and
- authorise Service Requests for accounts and products linked to your CommBiz Service such as change account address, reorder cheque books, stop cheques and manage statement delivery method.

## Part 2: Giving us instructions

### 2.11.4 Administrators

- Maintain CommBiz Service details such as token delivery address and contact details
- add, maintain and remove Users and User permissions;
- submit Maintenance Requests including to add, maintain and remove accounts on CommBiz; and
- view audit information, activity logs and CommBiz inbox messages.

### 2.11.5 Service Delegates

- View User access; and
- appointed by your authorised account signatories to electronically authorise Maintenance Requests that have been submitted by Administrators such as adding new accounts, adding and editing electronic account authority and appointment of a Card Administrator for all accounts linked to your CommBiz Service.

### 2.11.6 Card Administrators

- Request new and maintain existing corporate cards linked to your CommBiz Service.

### 2.11.7 Custom Permission Users

Custom Permissions comprise of a variety of authorities you can apply to Users to control their access to accounts and functionality including:

- view and/or create on each account linked to the CommBiz Service such as viewing account balance and viewing account details;
- perform Administrator tasks including submitting Maintenance Requests, maintaining User roles and accessing audit logs;
- payments initiated on the Service such as only allowing payments from templates and/or address book entries; and
- reporting information such as merchant reporting.



## Part 2: Giving us instructions

### 2.11.8 User Defined Roles

User Defined Roles allows you to create a personalised template of Custom Permissions your Administrator/s can apply to selected Users on your Service.

### 2.11.9 Data Sharing Delegate

Appointed by each entity linked to your CommBiz Service to give, amend and manage authorisations on behalf of each such entity to share data with accredited data recipients under the Consumer Data Right for all accounts (other than Third Party Accounts). For more information about the Consumer Data Right, refer to 11.4 About Consumer Data Right.

# Part 3: Risks

## 3.1 Legal risk

As a member state of the United Nations, Australia has to implement United Nations Security Council sanctions. Australia also may have to implement other international sanctions and sometimes imposes unilateral sanctions. Sanctions can include financial restrictions that may prohibit us from dealing with certain people, entities, countries or jurisdictions.

If we are aware that you are a proscribed person or entity, then we may have 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.

To manage our compliance with international laws and our financial and regulatory risk, we can also suspend or terminate the provision of a product and service to you while you are within sanctioned countries, a list of the sanctioned countries can be found at **[commbank.com.au/sanctionedcountries](http://commbank.com.au/sanctionedcountries)**.

## 3.2 Operational risk

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

You rely on our ability to provide your statement data and process your payment requests in a timely and accurate way. We in turn depend on our own operational processes, including public communications, computers and associated infrastructure.

While we take great care to ensure that our systems and processes are robust, you accept that disruptions to our processes may cause delays in providing your statement data and processing payments.

### **3.3 Authorising payments**

Payments processed on a due date will be difficult to cancel on or after that date, depending on the payment type. You must not authorise payments until you have confirmed that you want them processed.

### **3.4 What you are liable for**

Generally speaking you are liable for any losses arising from the acts and omissions of all Users authorised by you to carry out transactions on your behalf.

You will be liable for loss if:

- we can prove on the balance of probability you contributed to the loss
- the loss occurs before you notify us that the User's access to the service has been breached or misused
- the loss was a result of any User's access to the service being recorded without making any reasonable attempt to protect their security

### **3.5 What you are not liable for**

You will not be liable for loss if:

- it is clear a User did not contribute to the loss in some way
- the loss arises after you notify us that the User's access to the service has been breached or misused

# Part 4: Security

## 4.1 Unauthorised access

You must take adequate precautions to prevent unauthorised users gaining access to your computer systems, accounts and, if you have CommBiz Mobile, to prevent unauthorised users gaining access to a mobile device on your CommBiz Service. This includes the use of appropriate anti-‘spamming’, anti-‘key logging’ and anti-‘virus’ software, as well as appropriate personal computer or network ‘firewall’ protection. You must only install approved applications on the mobile device and you must not override the software lockdown on the mobile device (i.e. jailbreak the mobile device).

If you fail to take adequate precautions it is possible that unauthorised persons may alter your Instructions or give us instructions using your Security Identification. You are liable for losses resulting from any such altered or unauthorised instructions except where clause 5.3 applies.

We recommend that you constantly monitor your accounts and CommBiz Service to check that all transactions are accurate and properly authorised by you.

It is each Administrator’s responsibility to ensure you have authorised each User’s respective level of access to your CommBiz Service.

## 4.2 Notification

You must immediately notify us if:

- there has been any actual or suspected loss, theft, misuse, misplacement or compromise of your or any of your User’s computer systems or hardware used by you or your Agent to access CommBiz or your Private Keys or your User’s NetLock Security device, token (including any PIN codes used to generate a token password) or password.
- your private key details have been disclosed to any person or entity other than us or your User;
- You suspect a transaction has been altered without your approval or is unauthorised.

## Part 4: Security

- there has been an actual or suspected breach of your obligations regarding Confidential Information;
- your personal details or business details have changed;
- your Agent's personal details or business details have changed; or
- a mobile device linked to your CommBiz Service is lost, stolen or misplaced or the mobile device is changed;
- there has been any actual or suspected compromise of your mobile device; or
- you no longer authorise an Authoriser to conduct transactions on your behalf.

### **4.3 Providing information**

You must provide accurate information to us regarding your keys and Digital Certificates when requested.

### **4.4 Password Security**

It is your responsibility to change your passwords regularly (for example, every 60-120 days).

You should not choose a password that represents your date of birth, name or address, or would be easy to guess, such as a common quote or phrase.

### **4.5 Cancelling Security Identification or withholding access**

If we reasonably believe that your Security Identification is being used in a way that may cause losses to you or us or that the security of your personal computer or network or mobile device is compromised or that the security or reliability of our systems are compromised or threatened, or a payment file sent by you, or on your behalf, is corrupted; or your payment instructions are at risk of having been altered without your approval; we can:

- cancel your use of Security Identification
- withhold access to CommBiz or CommBiz Mobile

## Part 4: Security

- vary the maximum amounts you can transfer at any one time or within any period
- refuse to act on your instructions.

We can do these things at any time, without notice.

### **4.6 Tokens**

Users can authorise transactions with a token that generates a 'token password'. The token issues a new password approximately every 30 seconds that can only be used once in that time.

Every person authorising transactions, or carrying out an administrative role, must have a personal security token.

### **4.7 NetLock Security device**

The NetLock Security device is a further level of security using a USB device which contains an internet browser locked to Bank websites. It also utilises Public Key Infrastructure (PKI) technology hosted by IdenTrust Inc and uses Digital Certificates and keys to identify Customers and exchange information as an additional layer of security.

Users must be identified to our satisfaction before we issue their NetLock Security device.

Once a User commences using the NetLock Security device, that User cannot access the CommBiz Service (including authorising transactions or viewing information) unless they use their NetLock Security device as part of their Security Identification.

We will issue rules or manuals explaining how to use and operate the NetLock Security device on the CommBiz website. We may change these rules or manuals from time to time. If we do this, we will publish a notification on the CommBiz website or send you a written notice.

## Part 4: Security

You can only use a NetLock Security device to operate CommBiz and you must not store information on it or use it for any other purpose.

You agree to allow us at any time to update the information and software stored on the NetLock USB which remains our property at all times.

### **4.8 Transacting**

We will only process payments when we have received each Authoriser's password and a 'token password' generated by their personal security token. Apart from CommBiz Mobile, if you have agreed to the NetLock Security device, the User must also be using their NetLock Security device.

### **4.9 Deemed authority**

You are liable for the acts or omissions of all Users.

You agree that we can treat any transaction made or instructions given using your Security Identification as being made with your authority, subject to clause 4.11. You are responsible for the accuracy of instructions given using your Security Identification. We don't have to verify your authority unless you've told us to cancel that Authoriser's Security Identification before the transaction.

### **4.10 Safekeeping**

You are responsible for:

- ensuring that your NetLock Security device, tokens (including any PIN codes used to generate a token password), passwords and, if applicable your mobile devices, at all times kept physically secure and in accordance with our instructions and directions from time to time;
- ensuring that your Private Keys are, at all times, kept: safely and securely and in accordance with our instructions and directions from time to time and are not disclosed to any other entity or person, except your Users.

## 4.11 CommBiz Security Guarantee

If you suffer losses as a result of the unauthorised alteration by persons who are not your agents, officers or employees of any transaction in CommBiz, we will reimburse you the value of any unrecovered payment up to the maximum payment amounts specified in the applicable payment bands in the table following and provided that all the following conditions are satisfied at all relevant times:

- you had taken all applicable mandatory precautions set out in the table following to prevent unauthorised users gaining access to your computer systems and to your mobile devices and transacting on your accounts;
- you used NetLock Security devices or CommBiz Mobile when creating and authorising the transaction;
- the payment has been executed in accordance with the applicable Electronic Method of Operation (EMOO) process set out in the table following for the amount of the payment;
- you were not and are not in breach of the CommBiz Terms and conditions;
- you give us and our agents prompt and complete access to computers, and any mobile devices, of your Users in use at the time of the transaction and any other assistance or information we reasonably request to enable a full investigation in connection with any unauthorised alteration of the transaction and of your claim;
- you notify us that the transaction was altered or unauthorised within 12 months of the date of the transaction being debited to your account;
- you did not opt out of any additional security protections which we provided to you in relation to the transaction (for example, for a payment held by the Bank for validation and you did not opt out of the further validation); and



## Part 4: Security

- you are using a browser and operating system that is a listed minimum version.

If you notify us of any unauthorised alteration of the transaction you must retain all computers and any mobile devices of your Users and all other records and information reasonably required to enable a full investigation of your claim.

CommBiz is a channel with minimum browser and operating software requirements. Please refer to the minimum versions available at [www.commbiz.com.au](http://www.commbiz.com.au). Flash and Adobe PDF Reader are also required for the reading of help and tutorial information. As network requirements may vary, you should consult your IT consultant or supplier. If you are using a browser or operating system that is not a listed minimum version, we may not be able to assist with any issues you may have.

## **Mandatory precautions for all payments made by any User ('Security Conditions')**

- NetLock activated for all Administrators and Authorisers within the CommBiz Service and used to create the payment instruction
- ensure that only authorised personnel can access your physical computing infrastructure
- use the most up-to-date security software which is made generally available for your computer or operating system including firewalls, anti-key logging, antivirus and anti-phishing protection
- ensure that passwords and tokens (including any PIN codes used to generate a token password) are secure and not shared
- regularly change passwords (for example, every 60–120 days)
- use only one computer or mobile device for payment creation and another computer or mobile device for subsequent authorisation
- adopt any other reasonable steps to protect the security of your computer or operating system or mobile device and prevent unauthorised access to your accounts

### **Payments <= \$50,000**

All above conditions met and the payment has been executed with minimum of one to create and authorise the payment instruction under the EMOO.

### **Payments from \$50,001 <= \$250,000**

All above conditions met and the payment has been executed with a minimum of two to create and authorise the payment instruction under the EMOO (a creator, plus one Authoriser – 2 people).

### **Payments from \$250,001 < \$20M**

All above conditions met and the payment has been executed with a separate User to create and a minimum of two Authorisers to authorise the payment instruction under the EMOO (a Creator, plus two Authorisers – 3 people) AND evidence that the approvers have sighted source documentation.

### **Payments >= \$20M**

All above conditions met and the payment has been executed with a separate User to create and a minimum of two Authorisers to create and authorise the payment instruction under the EMOO (a Creator, plus two Authorisers – 3 people), AND evidence that the approvers have sighted source documentation AND The Bank must be notified 24hrs in advance of the payment for the Bank to consider accepting liability. To lodge this notice please contact the CommBiz support team on **13 23 39** or your usual servicing team.

## 4.12 Prohibited transactions

You must not enter into a transaction

- prohibited by law; or
- if you are acting as agent for a principal that has not been disclosed to us.

## 4.13 CommBiz Mobile

If you use CommBiz Mobile, this clause applies in addition to all other relevant terms. You acknowledge that when you opt in for CommBiz Mobile, all identified Users will also be eligible for CommBiz Mobile access. You must only use CommBiz Mobile through your compatible mobile device and must also enter your Security Identification. Each User can register up to four (4) devices, including one (1) iPhone, one (1) iPad, one (1) Android Mobile and one (1) Android tablet device. Users cannot access CommBiz through a computer at the same time as being logged on to CommBiz Mobile.

You are responsible for downloading to your mobile device all software needed to use CommBiz Mobile from the website approved by us.

We may, from time to time, update the software needed to use CommBiz Mobile (for example to enhance security or to provide additional features). We may require you to download the latest software from the website approved by us to your mobile device before you can continue to use CommBiz Mobile. We may prevent you from using CommBiz Mobile if you have overridden the software lockdown on your mobile device.

You are responsible for any charges imposed by your telecommunications provider for connecting to CommBiz Mobile on your mobile device, including call costs and data costs associated with browsing the internet.

If you are locked out from CommBiz by us for any reason (for example, if you have made too many unsuccessful attempts to input your password) you will be unable to access CommBiz Mobile until your Security Identification is reinstated.

## Part 4: Security

You must take adequate precautions to prevent unauthorised users gaining access to your CommBiz Mobile service or your mobile device. If you fail to take adequate precautions it is possible that unauthorised persons may alter your instructions or give us instructions using your Security Identification. You are liable for any such altered or unauthorised instructions.

We set restrictions on the types of transactions which can be authorised through CommBiz Mobile (for example we can restrict transfers to your other linked accounts or to an account listed on your existing payee address book).

You must not leave your mobile device unattended and left logged into CommBiz Mobile. You must lock your mobile device using a password known only to you and take other steps reasonably necessary to stop unauthorised use of CommBiz Mobile.

### **4.14 Transaction Holds**

For security reasons we may place a hold on funds transferred to or from your account through CommBiz. The hold may apply for as long as we reasonably need to investigate the transaction. We will make reasonable attempts to contact you and resolve such matters.

# Part 5: CommBiz Automated

## 5.1 Automated payments

Using automated payments you can send us instructions in an electronic file to enable us to make multiple payments from your accounts. Instructions for payments are subject to cut-off times for the relevant payment type (refer to Part 12: Cut-off times).

### 5.1.1 File format

Electronic files must be formatted and contain the information in accordance with our file specifications.

### 5.1.2 Approval

Our approval of your use of the pre-authorized automated service or the manual authorised automated service is required.

### 5.1.3 Authenticating your instructions

To use the pre-authorized automated service to send us payment files and/or receive receivables data, you must authenticate your instructions with agreed credentials.

### 5.1.4 Authorising your files

There are two methods to authorise payments through CommBiz Automated that you can select from:

#### a) Manual authorisation

To use the automated service and to send us all types of payment files, you must authorise each file using the CommBiz ‘token password’ process.

We will deem as ‘approved for processing’, any automated files in your systems that you have authorised in accordance with the Electronic Method of Operation.

We’re not responsible for any acts or omissions of you or your officers, employees or bureaus (including but not limited to the amount,

accuracy, timeliness or authorisation of the payment instructions).

### **b) Automated authorisation**

Automated authorisation enables all types of payment files to be imported, approved and released for processing without the need for further manual approval by your staff.

An automated User ID is created and is linked to an identified staff member. When your payment instruction files are submitted for automated authorisation using this automated User ID, they're considered as authorised by you and will be automatically processed.

For a scheduled payment date in the future, the files can be cancelled up to one day before the scheduled payment date (Sydney time). However, cancellation is not allowed for a same date payment once it has been authorised in the system.

It's your responsibility to regularly review the validity and currency of your staff and staff information who are linked to the automated User ID. We're not responsible for any acts or omissions of you or your current or former officers, employees or bureaus (including but not limited to the amount, accuracy, timeliness or authorisation of the payment instructions).

### 5.1.5 Using Automated Authorisation for International Payments

If you've opted to use automatic authorisation in CommBiz Automated to process your international money transfer involving foreign exchange, then you're aware this means you won't be able to see the exchange rates used before your instructions are processed. You acknowledge that:

- You accept, and approve, the prevailing exchange rate, as determined by us, applying at the time of processing your instructions; and
- You accept the exchange rate risk and we're not liable to you for any exchange rate fluctuations which may occur during the relevant period.

## Part 5: CommBiz Automated

Once you've sent the payment instruction using automatic authorisation, the instruction can be cancelled up to one day prior to the scheduled future payment date (Sydney time). Note, no transaction arises until the payment is processed on the scheduled payment date. Cancellation is not allowed for a same day payment once it has been authorised in the system.

You can view CBA's indicative retail exchange rate by visiting our website: **[www.commbank.com.au/international/foreign-exchange-rates.html](http://www.commbank.com.au/international/foreign-exchange-rates.html)**

### 5.1.6 Third-party communications

If any information in connection with automated payments is provided to us through an Enterprise Resource Planning (ERP) system or other third party communications system used by you, we are not liable to you for any loss incurred by you where we have acted in good faith on such information from your third parties including but not limited to: the amount, accuracy, timeliness or authorisation of the payment instruction, any consequential loss or delays in payments to the payment recipient.



# Part 6: CommBiz Markets

The CommBiz Markets Help Desk (1300 222 339) is open between 8.00am and 6.00pm (Sydney time), Monday to Friday (excluding Australian national public holidays).

## 6.1 What is CommBiz Markets?

CommBiz Markets is a service accessed through CommBiz, which is an online electronic banking channel for institutional, corporate and business customers. The terms that apply to CommBiz also apply to your use of CommBiz Markets.

CommBiz Markets allows you to access and transact on eligible money market investments.

With it you can:

- make payments from your Cash Deposit Account (CDA) to accounts at other financial institutions (non-CBA) in the same name;
- access real time balances on At Call Deposits and 11am Call Deposits;
- view your money market investments history and interest payments online for 12 months from the value date of the transaction;
- obtain real time pricing on fixed term deposits; and
- save, print and export confirmations of money market investments.

### Pricing and term restrictions

**Pricing** – You should be aware that rates in respect of money market investments obtained through CommBiz Markets may differ to prices and rates that may be acquired or accessed through other channels of the Bank.

**Terms** – Terms for Cash Deposit Account fixed term deposits are limited to 1 – 6 months on CommBiz Markets, however longer and shorter terms are available by contacting a dealer.

## 6.2 Accessing CommBiz Markets

We will provide you with access to CommBiz Markets at such times and in such manner as we may display on the CommBiz Markets site (current times set out below). We may vary these access hours, or temporarily restrict access, from time to time if we consider it reasonably necessary to do so, including without limitation, for any systems maintenance and upgrades. We will not be responsible for access outside these hours or for difficulties in access caused by matters beyond our reasonable control.

CommBiz Markets	Monday to Friday Sydney time	Saturday, Sunday & Non-Business Days
CommBiz Markets Help Desk	8.00am to 6.00pm	Service not available

Part 6: CommBiz Markets

CommBiz Markets	Monday to Friday Sydney time	Saturday Morning until 5.00pm New York time
<b>Money Markets</b> view	8.00am to 9.30pm	Service not available
11am Call Deposit withdrawals for same day value*	8.00am to 2.00pm	
At Call Deposit withdrawals for same day value*	8.00am to 4.00pm	
<b>Fixed Term Deposit</b> in a CDA**	8.00am to 4.00pm	
Changes to fixed term deposit maturity instructions	Up until 6:00pm on the business day prior to the maturity date	Service available 7 days

Notes: These times may be changed at the discretion of the **Bank**. Changes will be notified on the CommBiz website. Please refer to [www.commbiz.com.au](http://www.commbiz.com.au) for the latest information on business hours.

\* Money market investment transactions entered after these cut off times will be processed for next day value. If you request or perform withdrawals after the cut off times or on a day which is not a business day, funds will be repaid on the next business day for next business day value.

\*\*fixed term deposits can only be booked for same day value.

Maximum deposit and withdrawal amounts are applicable to transactions via CommBiz Markets. Deposits and withdrawals above a limit determined by us from time to time cannot be made using CommBiz Markets and you must contact one of our dealers by phone to arrange the deposit or withdrawal.

### **At Call Deposit and 11am Deposit**

For at Call and 11am Call Deposits, your money is readily available. Where the amount you wish to be repaid is above a limit determined by us from time to time you must contact one of our dealers by phone to arrange the withdrawal but you may perform a withdrawal using CommBiz Markets for lower amounts.

### **Fixed Term Deposit**

We accept funds on deposit at an agreed rate of interest on the deal date for fixed terms as specified in the table above.

When you invest in a fixed term deposit, you will need to provide instructions for how those funds are treated at maturity. The options available to you will be displayed on CommBiz Markets.

## **6.3 Receiving instructions and acceptances**

### 6.3.1 Instructions

We are not obliged to accept your instructions but, subject to you complying with this agreement and the terms of your account or facility with us, we will use our reasonable endeavours to do so. We may refuse to accept an instruction or acceptance if it is from an Authoriser whose user entitlement does not authorise him/her to enter into the transaction or if we know or suspect that the instruction or acceptance is not from an Authoriser.

### 6.3.2 Acknowledgments

When we accept your instructions we will send you our acknowledgment. We may withdraw our acknowledgment at any time before we receive your acceptance.

### 6.3.3 Acceptances

You must provide your acceptance within the time specified in the applicable user guide or in our acknowledgment. You and we are bound from the time we receive your acceptance. By you sending your acceptance, you irrevocably authorise us to carry out all aspects of the transaction. In particular, you irrevocably authorise us to debit your account in accordance with those instructions.

Because CommBiz Markets is Internet-based, potentially there can be delays between the time you send your acceptance and our receipt of your acceptance. In some circumstances, if there is such a delay in transmission we may withdraw our acknowledgment

before we receive your acceptance, even though the acceptance has already been sent by you. In other cases, because of such a delay in transmission, we may withdraw our acknowledgment before we receive your acceptance, even though the acceptance has already been sent by you within the time specified in the applicable user guide or in our acknowledgment. In some cases, for example due to a failure in telecommunications links, we may not receive your acceptance at all.

Where we withdraw our acknowledgment prior to receipt of your acceptance, or we do not receive your acceptance, either within the time specified or at all, we will not act on your instructions. We will endeavour to advise you if we have withdrawn our acknowledgment prior to receipt of your acceptance, or we have not received your acceptance within the time specified, but it may not always be possible to do so. You therefore should check the record of your transactions on the CommBiz Markets site at a later time to confirm that your acceptance has been acted on by us and the transaction has been effected.

Dependent upon individual User entitlements, we may require that your acceptance be sent by an Authoriser (using that Users' security identification) different from the Authoriser who sent us the instructions for the transaction.

### **6.4 CommBiz Markets glossary**

In this clause:

“Acceptance” means your acceptance of our acknowledgment of the transaction which you send us by clicking the “Accept Rate” button while using CommBiz Markets.

“Acknowledgement” means the message we send you through CommBiz Markets accepting the transaction initiated by your instructions.

# Part 7: Liability

## 7.1 Consequential loss

Where we have acted with due care and skill, we expressly exclude liability for consequential loss or damage which may arise from:

- this agreement
- your use of CommBiz
- the unavailability of CommBiz
- the unavailability of CommBiz Mobile
- cancellation of your Security Identification
- our withholding access to CommBiz
- any refusal to act on your instructions
- loss of profit, business, revenue, goodwill or anticipated savings
- the return of proceeds of a money transfer which has been refused for any reason by any party to the transaction.

### 7.1.1 Requests through third-party communications

If you transmit a request to us through an Enterprise Resource Planning (ERP) system or other third-party communications system we have not specifically provided, we will not be liable for discrepancies between the information you transmit to us and the information we transmit to you.

## 7.2 Limitation

We do not warrant that the CommBiz services we provide will be fault free or that any problem with the CommBiz, CommBiz Mobile, telecommunications or 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.

## 7.3 Disruptions

We are not liable for any delay or failure in the performance by us of the CommBiz services to the extent caused by any event or circumstance

outside our reasonable control. We are not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes. We may suspend or delay payments if we reasonably believe that the security or reliability of our systems are compromised or threatened.

Disruptions to the operations and systems of other financial institutions may also delay payments to or from your accounts. We cannot control the operations and systems of other institutions, and we are not liable to you for any loss from disruptions to the operations or systems of those institutions.

### **7.4 Statutory warranties**

Warranties implied by the Australian Securities and Investment Commission Act, or the Australian Consumer Law of the Competition and Consumer Act, or any similar legislation may apply to this agreement or your use of CommBiz, including CommBiz Mobile.

If we breach any such warranty, to the extent permitted by the relevant Act or legislation, our liability shall be limited to either supplying the services again or paying the cost of having the services supplied again.

#### 7.4.1 Our liability under consumer protection laws

When we supply this service to you as a 'consumer', as defined under consumer protection laws, the service comes with a non-excludable warranty that it will be carried out with due care and skill and be reasonably fit for the purpose.

If we breach this warranty you may be entitled to compensation. In this case our liability is limited only to the extent permitted by the consumer protection laws.

#### 7.4.2 Our liability when these laws don't apply

If you are not a 'consumer' as defined under consumer protection laws, our liability for loss or damage is limited to re-supplying the service to you, or paying the cost of having the service resupplied to you.



## 7.5 Indemnity

You must indemnify us, the Issuer and IdenTrust for any loss or damage suffered as a result of:

- your conduct, which results in the erroneous issuance of a Valid Digital Certificate status response with respect to your Digital Certificate.
- you or your User's failure to comply with these Terms and conditions (except for unauthorised EFT transactions); and
- the use of your Digital Certificate to send Digital Transmissions or to undertake (or attempt to undertake) NetLock Transactions with any person or entity other than us or a Relying Customer.

## 7.6 Information accuracy

You warrant the accuracy of any information submitted to us in connection with you becoming a CommBiz Customer.

## 7.7 Dispute Resolution

If you have a dispute involving:

- IdenTrust, Inc.
- An IdenTrust™ Customer; or
- Another Participant;

the dispute must be resolved in accordance with the Dispute Resolution Procedures and you agree being joined as a party to any such dispute in accordance with the Dispute Resolution Procedures.

At any time we can vary these Terms and conditions including to increase or introduce new fees. You cannot amend, modify or vary the provisions of this agreement unless you make a request in writing and we accept it.

# Part 8: Variations

## 8.1 Notification of changes

Unless otherwise specified in these Terms and conditions or separately agreed by us, we will give you notice of changes to Terms and conditions by newspaper advertisement, in writing or electronically. We will also place notification of changes by way of a prominent notice on our website **commbank.com.au**.

We will provide you:

- at least 30 days notice before the change takes effect for fee increases, new fees or if we believe a change is unfavourable to you. We may give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss; or there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about if the government publicises the introduction or change).
- Notice for all other changes no later than the day the change takes effect.

## 8.2 New functions

From time to time, we may introduce new functions to CommBiz including CommBiz Mobile, which will also be governed by the CommBiz Terms and conditions.

We shall deem that you have accepted the current Terms and conditions for these new functions if:

- you use or access the new functions in accordance with a Maintenance Request by your Service Delegate; or
- you complete and return a signed CommBiz Account Authority.

### **8.3 Add Authorisers, remove Authorisers or change method of operation**

You may appoint additional Authorisers, remove Authorisers and vary the electronic method of operation. To do this you must send us either:

- an additional CommBiz Account Authority, or
- a Maintenance Request authorised by your Service Delegate or your Authorisers, in accordance with the method of operation for that account.

### **8.4 Emailing forms**

If we receive a CommBiz form, which reasonably appears to us to have been properly completed, signed and sent by you as an attachment to an email, it shall be deemed to be an original CommBiz form and to have been sent by you and as between you and us shall be conclusive evidence that we have authority to act on the CommBiz form. We may at our sole discretion refuse to accept any such CommBiz form sent by email provided that we notify you of such refusal as soon as practical.

# Part 9: General provisions

## 9.1 Start and duration

This Agreement starts on the day we process your CommBiz Application and CommBiz Account Authority, or as otherwise agreed, and continues until terminated.

## 9.2 Property Rights

You acknowledge that:

- you do not obtain any intellectual property rights whatsoever used or embodied in or in connection with CommBiz, CommBiz Mobile and associated products and services
- if new inventions, designs or processes evolve in performance of or as a result of the agreement, these also shall be our property unless we agree otherwise in writing.

We, IdenTrust Inc. or another third party at all times owns:

- The Digital Certificates,
- The NetLock Security device;
- the logos, designs, trademarks, service marks, names and symbols owned by IdenTrust Inc and that are provided to you to use NetLock Security; and
- Any specifications, documents and Intellectual Property provided to you to use and access CommBiz, CommBiz Mobile and including NetLock Security.

You are granted a non-exclusive, non-transferrable licence to use the instructions specifications, documents, Trade Marks and Intellectual Property provided to you to use and access CommBiz Mobile and NetLock Security as set out in these Terms and conditions.

You must not use, modify, copy, develop, enhance, reproduce, distribute, transmit, perform, display or otherwise deal with the Trade Marks and Intellectual Property for any purpose other than to use and access CommBiz including use of CommBiz Mobile and NetLock Security in accordance with these Terms and conditions. You must

not act fraudulently or maliciously in relation to CommBiz, CommBiz Mobile, the NetLock Security device or CommBiz related software. You must not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the NetLock Security device, your mobile device, the CommBiz Mobile application or CommBiz related software.

### **9.3 Subsidiaries**

You must ensure that each of the subsidiaries becomes a party to this agreement.

### **9.4 Limitations**

You must not:

- transfer, sub-license or otherwise dispose of your rights to CommBiz or CommBiz Mobile without our written consent
- disclose, display or otherwise make CommBiz or CommBiz Mobile available to any other person (other than Users or Authorisers) without our consent

Unless we have agreed otherwise, you may not assign your rights and obligations under this Agreement without our written consent.

### **9.5 Your account**

This Agreement does not affect the existing relationship we have with you regarding the operation of your account. This includes, for example, our right to deduct fees and transaction costs from your account, and our right to vary the Terms and conditions of your account.

### **9.6 Waiving rights**

No delay, neglect or forbearance by either party in enforcing its rights or any provision of this Agreement against the other party is considered a waiver or in any way prejudices any right of either party, unless expressly stated in writing.

## **9.7 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.

## **9.8 Government duties, fees and charges**

You must pay all Government duties, taxes, fees and charges which arise from this Agreement and the rights it gives you.

## **9.9 Agency**

If you or any Authoriser gives us unauthorised or incorrect instructions, or fails to instruct us when necessary, you release us from all actions, proceedings, claims, costs and demands that may be brought against us.

## **9.10 Notices**

If this Agreement requires us to give any notice, any of our officers whose title includes the word 'manager' can give it.

Unless prohibited by law, we can send you electronic notices by:

- sending the information to an electronic address you nominate
- making the information available on the CommBiz website and sending you an electronic notification that the information is available.

## **9.11 Consent**

Whenever you ask for our consent we will only refuse if it is reasonable to do so and if we consent we may impose reasonable conditions with which you must comply.

## **9.12 Alerts**

If you or your CommBiz Administrator provides us with your mobile phone number, we may contact you via SMS or phone call to confirm or send confirmation of payments submitted via CommBiz.

Your Administrator may allow Users to elect to receive notifications, alerts and reminders by SMS and/or email ('alerts').

## Part 9: General provisions

We may suspend the sending of alerts to Users at any time where we reasonably believe it is your or our interest to do so or if we cannot send alerts (such as technical faults beyond our control or maintenance).

We will endeavour to send alerts as close as possible to the requested time but we are not liable if the transmission or receipt of alerts is delayed or prevented due to circumstances beyond our reasonable control.

You agree that email and SMS are not secure and the content of alerts, which could include personal information such as account details, could therefore be viewed by unauthorised persons.

The User must update their message preferences if they change their email address and/or mobile phone number or if they choose to cease receiving alerts. We may charge a fee for sending alerts.

### **9.13 Acceptable Use Policy**

You may not use CommBiz to engage in conduct that in our opinion:

- is unlawful;
- is defamatory, harassing or threatening to any person;
- promotes or encourages physical or mental harm of any person;
- promotes violence against any person; or
- threatens or promotes terrorism.

In the event that you fail to comply with our Acceptable Use Policy as detailed above, the Bank may without notice and immediately or at any time:

- a) refuse to process or complete any transaction or dealing of yours and/or
- b) suspend or discontinue your access to CommBiz.

### **9.14 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.

### **9.15 Banking Code of Practice**

The relevant provisions of the Banking Code of Practice apply if you are an individual or a 'small business' as defined in the Code on the Australian Banking Association website.

### **9.16 ePayments Code**

We will comply with the provisions of the ePayments Code applying to EFT Transactions.

An EFT Transaction is a funds transfer, either from or to an account of yours with us which is not a business account initiated by the giving of an instruction. A business account is one that is designed primarily for use by a business and established for business purposes.

**<https://asic.gov.au/regulatory-resources/financial-services/epayments-code/>**

### **9.17 Refusing Service**

If you appear to be a proscribed person, then we can 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 facilitate any of your assets we hold to be used or dealt with
- refuse to make any asset available to you or to any other proscribed person or entity
- terminate these agreements with you.

We are under no liability to you if we do any or all of these things and these rights are in addition to all other rights we may have.

If we exercise our rights you must pay us any damages, losses, costs or expenses that we incur for any action taken under this clause,



including with limitation:

- negative interest owed
- administrative costs
- costs of sale or purchase of any transaction or deal put in place to meet our obligations under these Terms and conditions.

### **9.18 Termination**

We can immediately terminate this agreement either by notifying you in writing or by ceasing to provide access to CommBiz including CommBiz Mobile if:

- you or a signatory appears to be a proscribed person
- you become subject to any form of insolvency administration
- you fail to pay fees when due
- you or a User otherwise breach the agreement or we reasonably suspect that you or they have or will breach the agreement.

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

We can immediately terminate NetLock Security and CommBiz Mobile if IdenTrust Inc ceases to operate the IdenTrust™ Scheme or suspends or revokes our Digital Certificate.

Termination will not affect your right or our right to take action for breaches that occurred before termination.

### **9.19 Closing your CommBiz Markets or CommBiz Service**

If you wish to close or cancel CommBiz Markets or CommBiz, have your Director(s) call your Relationship Manager (if you have one), visit any branch or call CommBiz on 13 23 39 for further guidance.

## Part 10: What if I have a complaint?

Please contact your relationship manager or the manager of the department that handled the matter and explain the problem.

If your complaint relates to how we handle your Consumer Data Right data (refer to Part 11 for more information), including concerns the data we hold about you is incorrect, call us on **13 23 39**.

Our staff will review the situation and, if possible, resolve it immediately. If the matter has not been resolved to your satisfaction, please contact our Customer Relations team by:

**Visiting our Commonwealth Bank website** or  
**[www.commbank.com.au/support/compliments-and-complaints.html](http://www.commbank.com.au/support/compliments-and-complaints.html)**

by telephone: **1800 805 605**

by facsimile: **1800 028 542**

or by writing to:

Customer Relations

Commonwealth Bank

Reply Paid 41

Sydney NSW 2001

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA Provides fair and independent financial services complaint resolution that is free to consumers.

**Visit the AFCA website [www.afca.org.au](http://www.afca.org.au)**

**Email the AFCA** or **[info@afca.org.au](mailto:info@afca.org.au)**

Telephone: **1800 931 678**

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

# Part 11: Customer Information and Privacy

## **11.1 Collecting your personal details**

Our Group Privacy Policy is available on our website at [commbank.com.au](http://commbank.com.au) (follow the Privacy Policy link) or upon request from any branch of the Bank and should be read in conjunction with this document. It contains further details about our information collection and handling practices including information about:

- other ways we may collect, use or exchange your information;
- how you may access and seek correction of the information; and
- how to make a complaint about a breach of your privacy rights, and our complaint handling procedures.

We encourage you to check our website regularly for any updates to the Policy.

### **Disclosure of Information for NetLock**

Unless prohibited by law, you authorise us to provide your (and your User's) Certificate information to any other person or entity including, but not limited to, Another Participant and IdenTrust, Inc. to:

- allow you to access and use NetLock; and
- resolve any dispute in relation to NetLock.

In the event that your Agent's data or information is required to be disclosed in accordance with this clause and the law requires your User's written consent to disclose the data or information, you must obtain such written consent from your User.

## 11.2 BPAY® or BPAY® View

When you use BPAY® or BPAY® View, your personal and transactional information will only be disclosed to:

- US;
- BPAY® Pty Ltd;
- the Billers nominated by you and their financial institutions; and
- any agent appointed by BPAY® Pty Ltd to implement the BPAY® Scheme (e.g. Cardlink Services Limited).

When you register for BPAY® View with a particular Biller, we don't store the personal information you provide. You can request access to your personal and transactional information that is held by us, or BPAY® Pty Ltd or its agent, Cardlink Services Limited.

## 11.3 Records of your computers and mobile devices

We may obtain details of your computer operating environment and mobile devices, including information on which computer(s) or mobile device(s) was used for any transaction and the Security Identification of the User(s) involved in the transaction. This information is kept secure and used by us solely for the purposes of administration and in connection with any problems that may arise.

## 11.4 About Consumer Data Right (CDR)

The Consumer Data Right (CDR) was introduced by the Federal Government to provide customers with rights to access specified data that relates to them (CDR data) held by organisations in designated sectors, such as banks (data holder). Where we hold your CDR data, you, via your Data Sharing Delegate, can consent to share that data with organisations accredited by the ACCC (accredited data recipients). To learn more, including how we handle your CDR data, read our **[Consumer Data Right Policy \(PDF\)](http://www.commbank.com.au/content/dam/commbank/security-privacy/consumer-data-right-policy.pdf)** available at [www.commbank.com.au/content/dam/commbank/security-privacy/consumer-data-right-policy.pdf](http://www.commbank.com.au/content/dam/commbank/security-privacy/consumer-data-right-policy.pdf)

# Part 12: Cut-off times

## 12.1 Local cut-off times

These times are subject to variation. All cut-off times refer to Sydney time (Australian Eastern Standard Time if applicable). Additional cut-off times apply for CommBiz Markets (see Part 6.2.2).

Payment type	Value	Customer cut-off time
<b>Transfers</b>	Credit funds are usually available a short time after the transfer, with value as at the payment date, including non-business days.	Payments received on the processing day, including non-business days, are processed that day.
<b>Direct Credit (to CBA accounts)</b>	Credit funds are usually available in CBA accounts on the actual payment date, including non-business days.	Payments received on the processing day, including non-business days are processed that day.  Credits to CBA accounts will be made on the payment date.
<b>Direct Credit (to non-CBA accounts)</b>	Credit funds are usually available by 9am next business day in other financial institutions.	All payments to other institutions received by 7:00pm are processed that day.
<b>Direct Debit</b>	Debit funds are usually obtained from other financial institutions and posted to CBA accounts by 9am next business day.	All Direct Debit payments for other institutions received by 7:00pm are processed that day.

Part 12: Cut-off times

Payment type	Value	Customer cut-off time
<b>BPAY® payment</b>	Credit funds are usually available by 9am next business day.	All BPAY® payments received by 5.55pm are processed that day.
<b>BPAY® batch entry</b>	Credit funds are usually available by 9am next business day.	<p>We commit to process all payments received by 5.30pm.</p> <p>Payments accepted after cut-off time may be processed for value as at the next business day.</p>
<b>Priority Payments</b>	Same day.	We commit to process all payments received by 4pm. Payments to Commonwealth Bank accounts may be accepted until 7pm.
<b>GDES</b>	Credit funds are usually available by 9am next business day in other financial institutions.	All payments to other institutions received by 8:00pm are processed that day.
<b>Fast Payments</b>	Credit funds are available near real time 24 hours a day, 7 days a week, every day of the year.	Not applicable to a Fast Payment

## Part 12: Cut-off times

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. Payments accepted after cut-off time may be processed for value as at the next business day.

A delay may occur in processing a BPAY® payment where another financial institution participating in the BPAY® scheme.

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

### **12.2 Foreign currency cut-off times**

Foreign currency cut off times apply when transferring between non-linked accounts and linked accounts held in different currencies (the credit currency cut-off time will apply). Foreign currency cut-off times do not apply when transferring between linked CommBiz accounts held in the same currency. For information on Foreign currency cut-off times visit **[www.commbank.com.au](http://www.commbank.com.au)**.

## Part 13: Daily IQ

Daily IQ is a business intelligence toolkit CommBiz Users can access. It uses your daily transaction data to draw valuable insights on your business and customers. It is not available for all account types or customers. It is for general informational purposes only and not intended to be financial, accounting or other professional advice. While we use reasonable endeavours to present accurate information, we can't guarantee its accuracy.

All information presented in Daily IQ is confidential and must not be disclosed without our consent to any third parties. Unless otherwise specified, it is copyrighted to us.



# Part 14: ATM Deposit Codes

## 14.1 ATM Deposit Codes

An ATM Deposit Code is a code you can create, modify and delete at any time in CommBiz, which can be used – when the code is scanned at selected CommBank ATMs with Instant Deposit – to make cash, cheque or coin deposits into your account(s) if they are linked to your CommBiz service.

Your ATM Deposit Code can be used by anyone who has your code to make cash, cheque or coin deposits at any CommBank Instant Deposit ATM. Once you or a depositor inserts notes, cheques or coins, the funds are credited real-time to your account (but noting cheques are still subject to existing clearing process).

By creating an ATM Deposit Code and providing this information to a third party, you acknowledge that you are effectively granting the third party authority to deposit funds into the eligible Commonwealth Bank account(s) linked by you when you set up the code, at any CommBank ATM with Instant Deposit. This authority remains in effect until the code is deleted.

There are limits on the number of codes that you can have attached to any one account at any one time as well as limits on the number of times the codes can be used per day. To find out more,

**[Visit the Commonwealth Bank website](http://www.commbank.com.au/digital-banking/commbank-atms.html)** or **[www.commbank.com.au/digital-banking/commbank-atms.html](http://www.commbank.com.au/digital-banking/commbank-atms.html)**.

By using this service, you acknowledge that you are fully responsible for the administration (including the setup and deletion) of the ATM Deposit Code using CommBiz, as well as the distribution of the code to any third parties.

We reserve the right to suspend, limit, or terminate your ATM Deposit Code functionality without notice at any time, e.g. if we suspect the facility is being misused.

By using this service, you also acknowledge that we do not guarantee the reliability of the ATM Deposit Code functionality and that the service may be impacted by IT outages or system failures from time to time.

# Part 15: Fees and charges

## 15.1 Paying fees

You agree to pay fees at a rate we may determine.

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.

On the 15th day of the month (or next business day)

- a CommBiz Activity Statement (Billing summary) is issued, itemising fees incurred in the previous calendar month
- your nominated account will be debited for fees incurred in the previous calendar month if not already debited per the CommBiz Fee schedule

Information of current fees, charges and any interest rates is available on request.

## 15.2 Fee schedule

Item	Fee	GST	Total
<b>Establishment</b>			
Establishment, per client	No charge	No charge	No charge
Direct Debit User establishment fee#	\$500.00	\$50.00	\$550.00
Provision of security token, each	No charge	No charge	No charge
Provision of NetLock Security USB, each	No charge	No charge	No charge
<b>Access</b>			
User Access Fee	No charge	No charge	No charge

## Part 15: Fees and charges

Item	Fee	GST	Total
Account Information	No charge	No charge	No charge
Receivables Information	No charge	No charge	No charge
NetLock Access per month	No charge	No charge	No charge
<b>Payments</b>			
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
Fast Payment	\$0.30	–	\$0.30
Transfers to or from non-linked Foreign Currency Accounts/International Payments	\$6.00	–	\$6.00

Part 15: Fees and charges

Item	Fee	GST	Total
<b>Non CBA Account Statement Information &amp; Transfer Requests</b>			
Non CBA Payment Requests**/\$/## (per request)	\$6.82	–	\$6.82
Receive Incoming Statement Data**/\$/## (per month)	\$50.00	–	\$50.00
<b>Remittance Advices</b>			
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
<b>Secure Requests</b>			
Stop Cheque or Lift Stop Request*	\$10.00	–	\$10.00
<b>View Vouchers</b>			
Voucher Retrieval~	\$2.00	–	\$2.00

Part 15: Fees and charges

Item	Fee	GST	Total
<b>Incidental charges which may apply in some circumstances</b>			
Risk approval or declined Direct Credit/Direct Debit payment	\$35.00	\$3.50	\$38.50
Risk approval or declined Priority/International Payments/Foreign Currency payment	\$35.00	–	\$35.00
Exception Payment – Instruction to Process	\$90.91	\$9.09	\$100
Direct Credit/Direct Debit Item Recall	\$25.00	\$2.50	\$27.50
Trace, Direct Credit or Direct Debit	\$25.00	\$2.50	\$27.50
Returned Direct Credit/ Direct Debit payment***	\$2.27	\$0.23	\$2.50
Fast Payment Item Recall	\$25.00	–	\$25.00
Copy of Payment Message	\$10.00	–	\$10.00
Amendment to International Payment or Foreign Currency Payment	\$25.00	–	\$25.00

## Part 15: Fees and charges

Item	Fee	GST	Total
Trace, Priority/ International Payment/Foreign Currency Payment/Fast Payment	\$25.00	–	\$25.00
Cancellation, International Payment or Foreign Currency Payment	\$25.00	–	\$25.00
SMS Alert – Outstanding Authorisation <sup>^^</sup>	\$0.081	\$0.009	\$0.09

- # 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
- ~ 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.
- ^^ This fee is charged (where applicable) per SMS alert received.
- \*\*\* May be charged to your nominated trace account on the day of the return or the day the fee is incurred.

## Part 15: Fees and charges

The Bank will pay the correspondent bank fees for cross-currency IMTs, except IMTs in JPY. For the purposes of clause 3 in Appendix A-Fee Schedule and clause 4.3 of the Terms and Conditions - IPFX, in the CommBiz - International Payment and Foreign Exchange Product Disclosure Statement, the preceding sentence applies.

For same currency transfers from a Foreign Currency Account, there is the option to pay an additional fee to cover charges by correspondent banks for the currencies listed in the table below.

This does not include charges by the beneficiary banks, who may have their own processing fees.

Payment Currency	Currency Code	Additional Overseas Banks Fee (AUD)*
Great British Pound	GBP	\$17.00
US Dollar	USD	\$37.00
New Zealand Dollar	NZD	\$17.00
Euro	EUR	\$33.00

\* This fee is waived when sending a cross currency IMT

## Part 16: Help and advice

If you need any help or advice using your business transaction and savings account, please use the following contacts.

### **Visit one of our branches**

Monday to Thursday — 9.30 am to 4 pm.

Friday — 9.30 am to 5 pm.

Some branches open past these standard hours and on weekends.

For details, **Visit our website** or **<https://www.commbank.com.au/>**

### **Call us – within Australia**

**13 23 39** — 24 hours a day, 7 days a week.

### **Call us – from overseas**

**+61 13 23 39**

**+61 2 99 99 32 83** (To report mistaken payment)\*

or **Visit the CommBank website** or

**<https://www.commbank.com.au/>**

\* Reverse charges accepted if payment is from an account which is not a business account. To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 2 9999 3283. We have no control over any charges applied by the local or international telephone company for contacting the operator.

Available 24 hours a day, 7 days a week.



## **Access Telephone Banking for hearing or speech impaired customers**

Contact us using the National Relay Service  
(24 hours a day, 7 days a week):

- TTY users phone **13 36 77** then ask for **13 23 39**;
- Speak and Listen (speech-to-speech relay) users phone **1300 555 727** then ask for **13 23 39**;
- Internet replay users connect to the National Relay Service **(Visit the Relay Service website or <https://www.communications.gov.au/what-we-do/phone/services-people-disability/accesshub>)** and then ask for **13 23 39**.

# Part 17: Glossary

## Administrator

Each person listed in the CommBiz online application as an Administrator, or who you subsequently appoint as an Administrator in the form required by the Bank, until you notify the Bank in writing or via CommBiz and/or CommBiz Market (as applicable) that their authority has been revoked.

## Authoriser

Each person listed in the CommBiz Account Authority form to operate on one or more of our accounts using CommBiz and /or CommBiz Market (as applicable), and each person who an Administrator notifies the Bank to add as an Authoriser. An “Authoriser” is also an Authorised Representative for the purposes of the Current Terms and conditions for Business Finance.

## Bank

The Commonwealth Bank of Australia, ABN 48 123 123 124.

## Batch Entry

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

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

BPAY® Pty Limited ABN 69 079 137 518.

## BPAY® Payment

A payment made or attempted to be made to a Biller through the BPAY® Scheme.

## Part 17: Glossary

### BPAY® Scheme

The electronic payments scheme promoted by BPAY® through which payments can be made to Billers.

### Business Day

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

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

The CommBiz Application which you sign in order to enter into this Agreement.

### CommBiz Mobile

Your access to CommBiz (other than Daily IQ) through your compatible mobile device.

### Credit Account

Your account(s) specified in these Terms and conditions, or specified in electronic instructions, for credits (deposits) to your account(s).

### Daily IQ

The analytics tools and information, which you can access through use of CommBiz including by accessing CommBiz through your mobile device.

## Part 17: Glossary

### Debit Account

Your account(s) specified in these Terms and conditions, or specified in electronic instructions, for debits (withdrawals) from your account(s).

### Digital Certificate

The digitally signed data structure, which binds your Public Key to your Private Key.

### Direct Credit Transaction

A payment made to an account with Commonwealth Bank, or to another institution through the Bulk Electronic Clearing System.

### Direct Debit Transaction

An instruction to debit an account with Commonwealth Bank, or to another institution through the Bulk Electronic Clearing System.

### Dispute Resolution Procedures

The dispute resolution procedures that are available by **Visiting the CommBiz Website** or **<https://www.commbank.com.au/business/online-banking/commbiz.html>** or by contacting the CommBiz Help Desk and that we are bound to as a participant of the Public Key Scheme maintained by IdenTrust Inc.

### Electronic Method of Operation (EMOO)

The CommBiz authorisation rules applied to an account such as one or two Authorisers to approve payments, Maintenance and Service Requests that have been set by you or, set by you or your CommBiz Administrator. These electronic authorisation rules only apply to your CommBiz service.

### End Client

The end-payers (if any) on behalf of whom you make BPAY® Batch Payments.

## Part 17: Glossary

### Facility

A Facility under which we make financial accommodation available to you. “Facilities” means those facilities listed on CommBiz Authority form.

### Fees Account

The account referred to in the CommBiz Application to be debited for fees or as otherwise agreed by us.

### Foreign Exchange settlement

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

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.

### IdenTrust Inc

IdenTrust Inc is the entity incorporated in the United States of America which operates the IdenTrust Scheme including provisioning of digital certificates and identity validation services (**Visit the IdenTrust website** or **<https://www.identrust.com/>**).

### Instructions

The instructions given to us by you using CommBiz, including CommBiz Mobile, to debit and/or credit certain accounts, stop cheques, electronically enter into and sign agreements and documents with us or perform other transactions or functions as agreed.

## Part 17: Glossary

### Intellectual Property

Any logos, trademarks, marks, copyright, patents, designs, trade secrets, know-how, confidential information and circuit layouts that are incorporated in any NetLock Security Device or token or are provided to you to use in connection with CommBiz, including NetLock Security.

### Losses

Losses as a direct result of the circumstances set out in clause 4.11.

### Maintenance Request

Any request from you to the Bank to change the way your CommBiz Service operates including, registering or maintaining a registered PayID, adding or changing the CommBiz Account Authorities, changing the authority of any Authoriser and adding an account to be accessed through CommBiz.

### Mobile device

The compatible internet connected device (for example a compatible mobile phone or tablet device) you use to access CommBiz Mobile. The types of compatible devices may vary from time to time and are listed on our website.

### NetLock Security device

NetLock Security Device is the hardware device provided to you to access and use NetLock Security and that contains data information about you including, but not limited to your keys.

### PayID

An identifier you can register to receive payments, by linking your bank account to a memorable piece of information, such as your phone number, email address, ABN, ACN or Organisation ID. PayID is also the name of the service that enables direct payment through this identifier so you can send payments to a PayID without the need to remember BSB and account numbers.

## Part 17: Glossary

### Private Key

Your private key that must only be known by you or your User.

### Proscribed Person

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) to act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

### Public Key

Your public key that can be made public to carry out transaction using NetLock Security.

### Security Identification

All log-on identity, passwords, key encryption numbers and any other tokens (including any PIN codes used to generate a token password) or devices used from time to time to access CommBiz and effect Transactions. If you are a NetLock User, Security Identification also includes NetLock Security Device.

### Service Delegate

A person who is nominated by you to electronically authorise Maintenance Requests.

### Service Request

Any request from you to the Bank, to initiate and/or authorise service activity on your banking products which would traditionally require branch or banker assistance, including account address changes and managing cheque books.

## Part 17: Glossary

### Subsidiary

Has the same meaning as in Section 9 of the Corporation Act (Cth);

### Third Party Account

An account, owned by another person or an entity that is not:

- the same legal entity as you; or
- a subsidiary of yours; or
- if you are a subsidiary of a parent company, the parent company or another subsidiary of that parent company.

### Transact

Transact also includes advance or transfer funds or provide financial accommodation on accounts pursuant to electronic instructions given by any Authoriser, according to CommBiz Authority form.

### User

A person who has been given authority, by you or your Administrator, to access CommBiz including View or Create Users.

### We, our, ours, us

Commonwealth Bank of Australia ABN 48 123 123 124.

### You, your, yours

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 Interpretation**

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
- headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this agreement.

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