

Important Notice: Changes to your Electronic Banking Terms and Conditions

Effective on the earlier of 15 September 2023 or 30 days from the date that we notify you, the Electronic Banking Terms and Conditions dated 29 July 2023 are changing as set out in this notice. Please keep this notice as a record of the changes to your Terms and Conditions.

Changes to page 23: When we may block a transaction

The paragraph under the heading 'When we may block a transaction' is replaced with:

"You may only use your Debit Mastercard, Business Visa Debit Card or any other card issued by us for lawful purposes.

We may block purchases from certain websites or merchants if we have reason to believe that:

- the products or services being offered are illegal in Australia or elsewhere;
- the products or services being offered contain offensive material;
- the products or services being offered or the associated purchase poses a risk to the function or integrity of information systems or data;
- the Account or the Debit MasterCard or Business Visa Debit Card or other card issued by us may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
- the purchase is from an account or type of account which we reasonably believe may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money; or
- the purchase is from an account which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange."

Changes to page 23: Sending you electronic communications

The second paragraph under the heading 'Sending you electronic communications' is replaced with:

"Where applicable, we will give you your statements and notices through:

- (a) NetBank (or in the case of notices, we may post the notice on our CommBank website) – We'll let you know when the information is there by:
 - Email to an email address you have given us for contacting you;
 - SMS message to a mobile telephone number you have given us for contacting you; or
 - Push notification from the CommBank app that the information is available for retrieval by you; or
- (b) email to an email address you have given us for contacting you;
- (c) SMS to a mobile phone number you have given us for contacting you;
- (d) electronic message to any other electronic address you have given us for contacting you;
- (e) advertising in the national or local media; or
- (f) any other means we agree with you."

A new paragraph is added between the second and third paragraphs on page 24, to read as follows:

"Where we provide notice by advertising in the national or local media, that notice will take effect on the day the advertisement appears in the media unless a later date is set out in the notice."

The third paragraph on page 24 is amended to read as follows:

"For changes to these Electronic Banking Terms and Conditions, we notify these only by electronic delivery (using any of the methods set out above) or advertising in the national or local media. Paper copies are not provided."

The following sentence is added to the end of the fifth paragraph on page 24:

"Paper notices take effect on the day they would normally be received in the ordinary course of business unless a later date is set out in the notice."

Changes to page 31: Limits for transfers through e-banking

The third paragraph on page 31 is replaced with:

"We may in our discretion, and without liability to you for any loss or damage, remove or reduce your access to transfers and/or payments to third parties or non-linked accounts, including by PayID, BPAY payments and/or International Money Transfers (if applicable), and/or reduce your payment limit if:

- you have requested a higher payment limit and have not made a transaction utilising any of that increased limit within the last month;
- we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activity that might cause you or us to lose money;
- we provision a NetCode Token and you don't register it with us within 30 days of the date we sent it to you;
- you are registered for NetCode SMS but your mobile telephone number has not been advised to the Bank;
- you tell us that you don't want to use NetCode SMS or Token. To reduce your exposure to liability for unauthorised transactions where the Bank considers it necessary, we may suspend NetCode if we have reason to believe that your online security is at risk, e.g. you entered the wrong NetCode more than once. If we do, your access to NetBank for any functions normally requiring a NetCode to be entered including payments to third parties using the CommBank app and secure online shopping using NetCode may be suspended or limited and won't apply until we reactivate it. If you have an exemption from NetCode for any period of time, your access to payments to third parties using the CommBank app may be suspended or limited and NetCode for your online shopping won't apply during that time; or
- we reasonably consider it is necessary to comply with, for example, our financial crimes policies, any laws in Australia or overseas, or to manage any risk.

When we do this we will act fairly and reasonably towards you. We will not be responsible for any loss, cost, expense or other inconvenience you incur.

If we reduce your payment limit, information about the new reduced limit can be accessed in NetBank and the CommBank app, and information on default payment limits is set out above."

Changes to page 32: Limits for transfers through e-banking

The eighth paragraph (in bold) is replaced with:

"If you request a higher daily e-banking withdrawal limit your liability for unauthorised transactions may increase.

In addition to any other limit which may apply to e-banking transactions, we may in our discretion limit the amount each user may transfer or pay from all accounts:

- using e-banking and in branch to all accounts and/or merchants which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange or being used to purchase cryptocurrency or digital assets to no more than AUD \$10,000 in a calendar month; and/or
- using a particular payment product, type of transaction or dealing via e-banking and in branch to no more than AUD \$10,000 in a calendar month; and/or
- using e-banking and in branch where it is reasonably necessary to prevent systemic or individual criminal activity, including suspected or potential fraud or scams, to no more than AUD \$10,000 in a calendar month."

Changes to page 33: When are electronic banking (including BPAY) transactions processed?

Footnote 1 is amended to read as follows:

"For security reasons, including to protect you or us from losses resulting from payments or transfers to accounts we reasonably believe may be being used for unlawful purposes or associated with cryptocurrency or digital asset exchanges, we may place a hold on funds transferred to or from your account through an e-banking facility. See 'Refusal of Service' below for more details. The hold may apply:

- For 24 hours;
- In some circumstances, where the transaction takes place after 7:30pm (Sydney/Melbourne time), until the day after the following day; or
- For as long as we reasonably need to investigate the transaction."

Changes to page 34: Refusal of service

The first two paragraphs are replaced with:

"We may in our discretion, and without liability to you for any loss or damage, suspend or terminate the provision of a product or service to you (for example this may include suspending your access to NetBank or the CommBank app, or holding the processing of a transaction, dealing or payment). When we do this we will act fairly and reasonably towards you.

Our rights to do this include cancelling or suspending any access or use of an e-banking facility and declining or holding the processing of a transaction or dealing or particular types of transactions or dealings without prior notice. Such circumstances may include where:"

The second bullet point in the list that follows the first two paragraphs is replaced with:

- "we think your account or e-banking facility or the transaction, dealing, payment or type of transaction, dealing or payment may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
- you seek to make a payment to an account or type of account which we reasonably believe may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
- you seek to make a payment to an account which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange;"

Changes to page 35: Refusal of service

The first and second paragraphs on page 35 are replaced with:

"Without limiting our liability to account to you for any funds we receive on your account, we will not be responsible for any loss, cost, expense or other inconvenience you incur when we terminate or suspend the provision of a product or service, or decline to process or hold the processing of a transaction, dealing or payment.

Except to the extent we act negligently in taking any such action, you must pay any losses, costs or expenses that we incur in relation to any such action, including administrative costs."

Changes to page 60: Changes to Electronic Banking Terms and Conditions

The first paragraph under the heading 'Changes to Electronic Banking Terms and Conditions' is amended to read as follows:

"Our obligation to give you advance notice as specified below does not apply if changes are required to immediately restore or maintain the security of a system or an individual facility, including the prevention of systemic or individual criminal activity, including fraud and scams, or to otherwise manage a material and immediate risk.