

# CommBiz

Dated 29 March 2018

## Terms and conditions



# Contents

<b>1</b>	<b>CommBiz Security Guarantee</b>	15	4.8 Transacting
<b>3</b>	<b>Part 1: Payment types</b>	15	4.9 Deemed authority
3	1.1 Transfers between your accounts	16	4.10 Safekeeping
3	1.2 Direct credits and debits	16	4.11 Additional Protection
3	1.3 Priority payments	18	4.12 Prohibited transactions
3	1.4 International Money Transfers	18	4.13 CommBiz Mobile
5	1.5 International Cash Management	<b>19</b>	<b>Part 5: EFT Transactions</b>
7	1.6 BPAY®	19	5.1 What is an EFT transaction?
7	1.7 Automated payments	19	5.2 What is an unauthorised EFT transaction?
8	1.8 Non-CBA Payment Requests		5.3 When you are not liable for loss
8	1.9 Trans-Tasman Payments	19	5.4 When you are liable for loss
<b>10</b>	<b>Part 2: Giving us instructions</b>	19	5.5 What you are liable for
10	2.1 Rules for giving us instructions	20	5.6 What you are not liable for
10	2.2 Payment rules	20	5.7 Mistaken payment
10	2.3 Multiple accounts	20	5.8 Making a complaint
10	2.4 Quoting account numbers	21	<b>Part 6: BPAY</b>
11	2.5 Sending SWIFT messages	<b>21</b>	6.1 Making BPAY payments
11	2.6 Authorising foreign exchange settlements	22	6.2 Payment errors
11	2.7 Trade Advance	22	6.3 Suspension
11	2.8 Third Party Accounts	22	6.4 When a biller can't process a payment
12	2.9 Electronic execution of documents	22	6.5 Batch entry payments
13	2.10 Facility	22	6.6 BPAY payments cannot be stopped
<b>13</b>	<b>Part 3: Risks</b>	22	6.7 Underpayments
13	3.1 Legal risk		6.8 Mistaken, unauthorised and fraudulent BPAY payments
13	3.2 Operational risk	23	6.9 Consent for biller to disclose information
13	3.3 Authorising payments	23	<b>Part 7: Liability</b>
<b>14</b>	<b>Part 4: Security</b>	23	7.1 Consequential loss
14	4.1 Unauthorised access	<b>24</b>	7.2 Limitation
14	4.2 Notification	24	7.3 Disruptions
14	4.3 Providing information	24	7.4 Statutory warranties
14	4.4 Changing passwords	24	7.5 Indemnity
14	4.5 Cancelling Security Identification or withholding access	24	
15	4.6 Tokens	25	
15	4.7 NetLock Security Device	25	

25	7.6 Information accuracy	34	14.3 Records of your computers and Mobile Devices
25	7.7 Dispute Resolution		
<b>26</b>	<b>Part 8: Refusing service</b>	<b>35</b>	<b>Part 15: Cut-off times</b>
<b>27</b>	<b>Part 9: Property rights</b>	35	15.1 Local cut-off times
<b>28</b>	<b>Part 10: Variations</b>	36	15.2 Foreign currency cut-off times
28	10.1 Notification of changes	<b>37</b>	<b>Part 16: Daily IQ</b>
28	10.2 New functions	<b>39</b>	<b>Part 17: ATM Deposit Code</b>
28	10.3 Additional authorisers	<b>40</b>	<b>Part 18: Fees and charges</b>
28	10.4 Additional accounts	40	18.1 Paying fees
28	10.5 Emailing and faxing forms	40	18.2 Changing and introducing fees
29	10.6 Applying for New Products or Services through CommBiz	<b>43</b>	<b>Part 19: Glossary</b>
<b>30</b>	<b>Part 11: Termination</b>	47	19.1 Interpretation
30	11.1 Termination	<b>48</b>	<b>Part 20: Help and advice</b>
30	11.2 Termination by either party	48	20.1 Code of Banking Practice
30	11.3 Termination of NetLock or CommBiz Mobile		
30	11.4 Continuing rights		
<b>31</b>	<b>Part 12: General provisions</b>		
31	12.1 Start and duration		
31	12.2 Subsidiaries		
31	12.3 Limitations		
31	12.4 Your account		
31	12.5 Waiving rights		
31	12.6 Severability		
31	12.7 Government duties, fees and charges		
31	12.8 Agency		
31	12.9 Notices		
32	12.10 Consent		
32	12.11 Alerts		
32	12.12 Governing Law		
<b>33</b>	<b>Part 13: What if I have a complaint?</b>		
<b>34</b>	<b>Part 14: Customer information and privacy</b>		
34	14.1 Collecting your personal details		
34	14.2 BPAY or BPAY view		

# CommBiz Security Guarantee

CommBiz is our premium online business banking service that allows small businesses, corporate and institutional companies, whose finances are managed by multiple staff, to do their banking anywhere and at any time.

CommBiz enables you to manage your domestic and international account activity and cash management, with world class online security features. CommBiz also enables you to electronically enter into and sign agreements and documents with us.

To ensure you have the best and most secure experience with CommBiz, we recommend that for any payment instruction sent through your CommBiz service, that you adopt the following security precautions.

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 below 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 below to prevent unauthorised users gaining access to your computer systems and to your Mobile Devices and transacting on your accounts; and
- you used NetLock Security Devices or CommBiz Mobile when creating or approving the transaction; and
- the payment has been executed in accordance with the applicable EMOO (\*) process set out in the right hand column of the table below for the amount of the payment; and
- you were not and are not in breach of the CommBiz terms and conditions; and
- 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; and
- you notify us that the transaction was altered or unauthorised within 12 months of the date of the transaction being debited to your account.

# CommBiz Security Guarantee

<p>Mandatory security precautions for all payments made by any user (“Security Conditions”)</p>	<ul style="list-style-type: none"><li>• NetLock activated for all administrators and authorisers within the CommBiz service and NetLock is used to create the payment instruction</li><li>• ensure that only authorised personnel can access your physical computing infrastructure</li><li>• 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</li><li>• ensure that passwords and tokens are secure and not shared</li><li>• regularly change passwords</li><li>• use one computer for payment creation and another computer or mobile device for subsequent authorisation</li><li>• 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</li></ul>
<p>Payments &lt;= \$50,000</p>	<p>All above conditions met and the payment has been executed with minimum of one to create and authorise the payment instruction under the EMOO(*)</p> <p>(*) EMOO – Electronic Method of Operation on accounts – to create and authorise a transaction through CommBiz</p>
<p>Payments from \$50,001 &lt;= \$250,000</p>	<p>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)</p>
<p>Payments from \$250,001 &lt; \$20M</p>	<p>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</p>
<p>Payments &gt;= \$20M</p>	<p>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.</p> <p>To lodge this notice please contact the CommBiz support team on <b>13 2339</b> or your usual servicing team.</p>

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.

For further details about online security in CommBiz refer to Part 4 & 5 of these Terms & Conditions.

# 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 Clearing Association (APCA) at [www.apca.com.au](http://www.apca.com.au).

### 1.2.1 APCA User ID

You can make a direct credit using either your own direct credit APCA User ID, or a shared User ID we have allocated.

### 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.

### 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 an immediate electronic transfer of an amount in Australian dollars to another financial institution within Australia. Priority payments are settled in real time (i.e. immediately) and you can't revoke them.

If you use priority payment you are bound by the Regulations and Procedures of the High Value Clearing Stream (HVCS), published by the Australian Payments Clearing Association (APCA) at [www.apca.com.au](http://www.apca.com.au).

## 1.4 International Money Transfers

An International Money Transfer (IMT) is an electronic transfer of money to an account within Australia, or to an account outside of Australia. 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 Money Transfers functionality.

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.

## Part 1: Payment types

### 1.4.1 Acknowledgements

By applying for an IMT you acknowledge that:

- we may have to use the services of banks other than the ones you request
- to complete an IMT 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.

### 1.4.2 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.

If this happens:

- we can credit any proceeds we receive 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 IMT application.

### 1.4.3 Refusing an application

We can refuse an application for an IMT 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 IMT, because the destination account previously has been connected to a fraud or an attempted fraudulent transaction or is an account used to facilitate payments to Bitcoins 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.

### 1.4.4 Exchange rates

Exchange rates are indicative only and are subject to change. The exchange rate is determined when the transaction is confirmed and the rate provided on the receipt is the rate that applies to the payment, whenever the payment is processed.

*Please refer to 15.2 Foreign Currency Cut-Off times.*

### 1.4.5 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.

We will generally 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.

## Part 1: Payment types

For payments to selected countries and currencies you can elect to pay us an additional upfront fee (see Section 17) to cover overseas bank charges. If you choose this option:

- 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.

### 1.5 International Cash Management

International Cash Management (ICM) services are available on application and allow you to make and receive payments in Hong Kong Dollar (HKD), Singapore Dollar (SGD) and/or United States Dollar (USD) (in Hong Kong only) through the local payment streams in Hong Kong and Singapore. You can access these services if you have CommBiz-enabled Commonwealth Bank Foreign Currency Accounts. Please also refer to Foreign Currency Account Terms and Conditions.

You can also transfer between these and your other CommBiz-enabled Commonwealth Bank Accounts using the International Money Transfers functionality.

#### 1.5.1 Accessing ICM Services

In order to use the ICM services you must have a Foreign Currency account with the Bank in the required currency/ies

When you make a request for ICM services the Bank will open a reference account with the partner bank for the purpose of receiving funds on your behalf. The reference account details will be provided to you. No additional account operating authority is required.

#### 1.5.2 Account Currency

The account(s) used for accessing ICM services need to be in the same currency as the payments and deposits in relation to the account(s). ICM transactions in currencies other than the account currency will not be accepted. This restriction does not apply to transactions other than ICM services.

#### 1.5.3 Making Deposits

In addition to the features of your Foreign Currency Account you can deposit funds by receipt of:

- Low value electronic (ACH) payments to the reference account in SGD and/or HKD
- Real Time Gross Settlement (RTGS) payments to the reference account in SGD, HKD and/or USD (in Hong Kong only)
- Lockbox deposits to the reference account in SGD, HKD and/or USD (in Hong Kong only).

Parties arranging collections to your account need to quote the reference account details assigned to you.

#### 1.5.4 Making Payments

In addition to the features of your Foreign Currency Account you can arrange ICM payments by transferring funds electronically using CommBiz for:

- ACH payments in HKD
- RTGS payments in HKD
- ACH payments in SGD
- RTGS payments in SGD
- RTGS payments in USD (in Hong Kong only).

#### 1.5.5 Cut off times

Cut-off times for ICM payments are the same as for international money transfers and can be found on [www.commbank.com.au](http://www.commbank.com.au)



## Part 1: Payment types

### 1.5.6 Acknowledgements

By applying for ICM services you acknowledge and consent that:

- we will use the services of a partner bank
- to complete an ICM payment we will need to transfer certain information, including account name, account holder address and BSB and account numbers outside of Australia without limiting your rights against us, you agree to waive any present and future claims against our partner bank in respect of the ICM Services.

### 1.5.7 Returned payments

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

If this happens we:

- can credit any proceeds we receive to the account from which the money originally came
- 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 ICM application.

### 1.5.8 Refusing an application

We can refuse an application for an ICM transaction 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 ICM transaction, because the destination account previously has been connected to a fraud or an attempted fraudulent transaction or is an account used to facilitate payments to Bitcoins 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.

Our partner bank and their correspondent banks (which may include overseas banks) are responsible for paying the transferred money to the recipient.

The timing of the payment is governed by the domestic regulations and bank practices in the recipient's country and are beyond our control.

### 1.5.9 Fees and Charges

When you make a request for ICM services the Bank will advise the fees applicable. These may include but are not limited to:

- Monthly account fee
- RTGS payments
- ACH payments.

### 1.5.10 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.

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

# Part 1: Payment types

we can debit this amount from your fees account.

## 1.6 BPAY®

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

You can make individual BPAY payments and Batch Entry BPAY payments. Using Batch Entry you can make BPAY payments to one or more billers by importing a file into CommBiz.

## 1.7 Automated payments

Using automated payments you can send us instructions in an electronic file to enable us to make multiple payments from your accounts.

### 1.7.1 File format

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

### 1.7.2 Approval

We must approve you before you can use the pre-authorised automated service. Our approval may be limited to one or more of three options, subject to the availability of our systems:

- pre-authorised automated service
- manual authorised automated service
- manual service.

### 1.7.3 Authenticating your instructions

To use the pre-authorised automated service to send us payment files and/or receive receivables data, you must authenticate your instructions with your credentials (login id and your public and private keys).

### 1.7.4 Authorising your files

To use the automated service and to send us payment files, you must authorise each file using the CommBiz 'token password' process.

Two authorisers (that you specified in the Electronic Account Authority) must use the CommBiz authentication process before payments can be released.

We will deem as 'approved for processing', any automated files in your systems that you have authorised.

We are 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 instruction).

### 1.7.5 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 are not liable for discrepancies between the information you transmit to us and the information we transmit to you.

## Part 1: Payment types

### 1.8 Non-CBA Payment Requests

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. With a ‘Non-CBA Payment Request’, you can give payment instructions for an account you hold with any bank that has agreed to receive these instructions from us. You can use this function to centralise cash management of accounts held with multiple banks.

### 1.9 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.

#### 1.9.1 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.

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.

#### 1.9.2 Account Currency

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

#### 1.9.3 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

## Part 1: Payment types

### 1.9.4 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.

### 1.9.5 Fees & Charges

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

### 1.9.6 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 Rules for giving Instructions

We will issue rules or manuals explaining how to give instructions and when, either in writing or 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.

We are 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 instruction). Authorisation of automated files in your systems will be deemed by the Bank as an approved file for processing.

You are responsible for correctly following the procedures set out in the rules for all transactions.

You acknowledge that you are familiar with and must comply with our policies and procedures regarding NetLock (including our policies and procedures regarding Digital Certificates) available at [www.commbank.com.au](http://www.commbank.com.au).

If you use CommBiz Mobile, you acknowledge that you are familiar with and must comply with our policies and procedures regarding CommBiz Mobile available at our website.

### 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 Quoting account numbers

When you tell us to transfer money, it is your responsibility to give us the correct details.

You must always specify a correct Bank/State/Branch (BSB) and account number for all Australian direct credit and debit payments. For BPAY bill payments you must specify a correct biller code and customer reference number.

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

We don't check whether the customer named in your Instruction actually has an account with the BSB and account number you give us, nor does the institution receiving the payment.

If the receiving institution uses unique account numbers, it can disregard the BSB Number and make payments to the specified account number only. The 'title of account' information may not be validated as part of this process.

## Part 2: Giving us instructions

### 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 15. Cut-off times on page 24).

#### 2.6.1 Telephone 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, you authorise us to record any telephone conversation.

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

#### 2.6.2 Faxed instructions

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

If there is any dispute about a faxed instruction, you waive the right to claim that any signature on it is not genuine, or that you had not authorised the person who signed it.

### 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 Party Account linked to your CommBiz service.

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

## Part 2: Giving us instructions

- a) 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;
- b) 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
- c) 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 you’ve told us 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 Responsibility of Administrators**

The persons you nominate as Administrators are responsible for managing your CommBiz service, including but not limited to performance of the following tasks:

- Adding, maintaining and removing users and user permissions
- Administering your service generally, for example by creating and actioning Maintenance and Service Requests
- Accessing and reviewing audit information, activity logs and service messages on a regular basis

# 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 or entities.

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.

## **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.



# 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 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.
- 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 Changing passwords

We will give you instructions to enable you to change your passwords. It’s your responsibility to change your passwords regularly.

## 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

## Part 4: Security

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
- 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.

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.

*Refer to section 17 for NetLock Security fees and charges.*

### 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 clauses, 4.11, 5.3 and 5.6. You are responsible for the accuracy of Instructions given using your Security Identification. We don't

## Part 4: Security

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:

- a) ensuring that your NetLock Security Device and tokens, and, if applicable your Mobile Devices, at all times kept physically secure and in accordance with our instructions and directions from time to time;
- b) 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 Additional protection

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 below 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 below to prevent unauthorised users gaining access to your computer systems and to your Mobile Devices and transacting on your accounts; and
- you used NetLock Security Devices or CommBiz Mobile when creating or approving the transaction; and
- the payment has been executed in accordance with the applicable EMOO (\*) process set out in the right hand column of the table below for the amount of the payment; and
- you were not and are not in breach of the CommBiz terms and conditions; and
- 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; and
- you notify us that the transaction was altered or unauthorised within 12 months of the date of the transaction being debited to your account.

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.

## Part 4: Security

<p>Mandatory precautions for all payments made by any user ('Security Conditions')</p>	<ul style="list-style-type: none"><li>• NetLock activated for all administrators and authorisers within the CommBiz service and used to create the payment instruction</li><li>• ensure that only authorised personnel can access your physical computing infrastructure</li><li>• 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</li><li>• ensure that passwords and tokens are secure and not shared</li><li>• regularly change passwords (for example, every 60 -120 days)</li><li>• use one computer for payment creation and another computer or mobile device for subsequent authorisation</li><li>• 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</li></ul>
<p>Payments &lt;= \$50,000</p>	<p>All above conditions met and the payment has been executed with minimum of one to create and authorise the payment instruction under the EMOO(*)</p> <p>(*) EMOO – Electronic Method of Operation on accounts – to create and authorise a transaction through CommBiz</p>
<p>Payments from \$50,001 &lt;= \$250,000</p>	<p>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)</p>
<p>Payments from \$250,001 &lt; \$20M</p>	<p>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)</p>
<p>Payments &gt;= \$20M</p>	<p>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 <b>13 2339</b> or your usual servicing team.</p>

## Part 4: Security

### 4.12 Prohibited transactions

You must not enter into a transaction

- a) prohibited by law; or
- b) 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 apply for CommBiz, all identified Users will be automatically enabled 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 only use CommBiz Mobile through a maximum of two compatible Mobile Devices registered with us to that User. A User can only use two Mobile Devices at a time and cannot access CommBiz through a computer while accessing 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.

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 except where clause 5.3 or 5.6 applies.

We set restrictions on the types of transactions which can be authorised through CommBiz Mobile (for example we can restrict transfers to payments 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.

We issue rules or manuals on the CommBiz website explaining how to use and operate CommBiz Mobile. 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 notice.

# Part 5: EFT transactions

## 5.1 What is an EFT Transaction?

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. Clauses 5.1 to 5.8 inclusive only apply to EFT Transactions.

### 5.1.1 Applying the EFT code and ePayments Code

We will comply with the provisions of the Electronic Funds Transfer Code of Conduct and, in its place, from 20 March 2013 the ePayments Code applying to EFT Transactions.

## 5.2 What is an unauthorised EFT transaction?

An unauthorised EFT transaction is one which you or your nominated authorisers have not authorised. An EFT transaction that you make, or that someone else makes with your consent, is not an unauthorised EFT transaction. An EFT transaction carried out by an Authoriser is not unauthorised unless you instructed us to cancel their Security Identification before the transaction.

## 5.3 When you are not liable for loss

You are not liable for any loss from an unauthorised EFT transaction that:

- a user did not contribute to
- arises after you've told us that any token or Netlock Security Device forming part of the Security Identification has been misused, lost or stolen, or that the security of passwords forming part of the Security Identification has been breached
- is caused by any act, or fraudulent or negligent conduct of any of our employees or agents
- results from any device which is part of your Security Identification being forged, faulty, expired or cancelled
- arose from EFT transactions made before you or another user received a token, Netlock Security Device or password forming part of your Security Identification
- is caused by the same EFT transaction being incorrectly debited more than once to your account.

## 5.4 When you are liable for loss

If we can prove on the balance of probability that you contributed to the loss, you are liable for losses from unauthorised EFT transactions that occur when the Security Identification is compromised.

Your Security Identification is said to be compromised when:

- a device forming part of a Security Identification has been misused, lost or stolen
- the security of a password forming part of the Security Identification has been breached.

### 5.4.1 Unreasonable delay

You are liable if the loss resulted from your unreasonable delay in telling us once you became aware that the Security Identification was compromised or that your Mobile Device is lost or stolen.

### 5.4.2 Fraud and disclosure

You are liable if the loss resulted from any user:

- committing fraud
- voluntarily disclosing their password

## Part 5: EFT transactions

- acting with extreme carelessness in failing to protect the security of all their passwords
- recording one or more of the passwords on the outside of a security device
- keeping a record of one or more of the passwords (without making any reasonable attempt to protect the security of the passwords, such as making a reasonable attempt to disguise the password within another record, hiding the record of the password where it would not be expected to be found, keeping the record of the password in a securely locked container or in password protected device)) on the one article, or on several articles, carried with the security device, or likely to be lost or stolen with the device.

### 5.4.3 Choice of passwords

You are liable if we have specifically told a user not to choose a password that represents their date of birth or their name, and they have done so anyway.

### 5.5 What you are liable for

Where any of the circumstances in clause 5.4 apply, you are liable for losses that occur before we are notified that the Security Identification has been compromised,.

Where none of the circumstances in clause 5.4 apply and a password was required for the unauthorised EFT transaction, you are liable for the least of:

- \$150
- the balance of the accounts from which value was transferred in the unauthorised EFT transactions and which we had agreed with you were accessible using the Security Identification (including any pre-arranged credit)
- the actual loss at the time that we are notified that the Security Identification has been compromised (where relevant).

### 5.6 What you are not liable for

You are not liable for:

- any amount higher than the balance of the account
- losses from accounts which we had not previously agreed were accessible using the Security Identification.

### 5.7 Mistaken payment

If, after you give us Instructions to make a payment you discover that the account to which you told us to make the payment was incorrect or was not your intended recipient's you can contact us to seek a refund. We will attempt to recover the funds on your behalf but we are not liable unless we fail to comply with the process and timeframes set out below.

We will acknowledge receipt of your report and provide you with a reference number which you can use to verify that your report has been recorded by us and to enquire about progress of your claim.

Once we have the information we require and are satisfied that you have made a mistaken internet payment, we will send a request for return of the funds to the recipient's financial institution. We will advise you in writing of the outcome of the request within 30 business days of receiving the information from you.

### 5.8 Making a complaint

If you make a complaint which is subject to the ePayments Code, including an unauthorised EFT Transaction or a mistaken internet payment, we will make a record and give you our name, a reference number and contact details so that you can follow up if you want to. Within 21 days we will provide a response to the complaint or advise you of the need for more time to complete our investigation. If we are unable to provide a final response to your complaint within 45 days, we will:

- inform you of the reasons for the delay and when we reasonably expect a decision;
- thereafter give you monthly progress updates;
- advise of your right to complain to the Financial Ombudsman Service (FOS); and
- provide you with the FOS contact details.



# Part 6: BPAY

## 6.1 Making BPAY payments

You can make individual BPAY payments from all debits 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
- debit 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.

## 6.2 Payment errors

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

## 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.

## 6.4 When a biller can't process a payment

If a biller tells us that they can't process your payment, we will:

- tell you
- credit your trace account with the payment amount
- take all reasonable steps to help you make the payment as quickly as possible.

## 6.5 Batch Entry payments

You can make Batch Entry payments by importing a file into CommBiz.

You can't make Batch Entry BPAY payments from credit card accounts.

If you use Batch Entry payments, you agree that:

- every Batch Entry payment you make will be authorised
- you will keep enough information to enable us to trace and check Batch Entry transactions and correct any errors
- you will tell us immediately if you become aware that a Batch Entry payment has not been correctly processed
- you will take all reasonable steps, act in accordance with directions from us and immediately give us all necessary information and authorisations, to prevent fraudulent Batch Entry payments.

Each time you make a Batch Entry payment, you warrant that you are making that payment on your own behalf, and that the payment is not part of a business of making BPAY payments on behalf of third parties.

## 6.6 BPAY payments cannot be stopped

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

### 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.

### 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 an 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.

#### 6.8.1 Your liability for mistaken BPAY payments

If we make a BPAY payment to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account.

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

#### 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 with 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.

#### 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.

If we subsequently can't recover that amount within 20 Business Days from the person who received it, you must pay us the amount of that unauthorised payment.

### 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.

# 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.

### 7.1.2 EFT Transactions

For transactions subject to the EFT Code of Conduct or, from 20 March 2013, the ePayments Code, this exclusion does not apply to:

- loss caused by the failure of our systems or equipment to complete an EFT Transaction where we have accepted your Instructions
- loss in relation to an attempted EFT Transaction as a result of a malfunction of our systems or equipment, unless you ought to have been aware that of our systems or equipment were malfunctioning or unavailable.

## 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 can't control the operations and systems of other

## Part 7: Liability

institutions, and we're 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 NetLock 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.

## Part 8: 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 to 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 arrangements 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 without 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.

## Part 9: 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.

# Part 10: Variations

At any time we can vary these Terms and Conditions. You cannot amend, modify or vary the provisions of this Agreement unless you make a request in writing and we accept it.

## 10.1 Notification of changes

Unless otherwise specified in these terms and conditions or separately agreed by us, we will give you notice of changes to these terms and conditions by newspaper advertisement, in writing or electronically, at least 30 days before the change takes effect.

## 10.2 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.

## 10.3 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 Account Delegates, in accordance with the method of operation for that account.

## 10.4 Additional accounts

Authorisers who are account signatories on an existing business account of yours may give us Instructions to open new business accounts.

They can do this in accordance with the highest monetary band for electronic method of operation, as long as the new accounts have the same method of operation and authorised signatories as your existing account.

## 10.5 Emailing and faxing forms

Subject to clause 2.9, if we agree, in exceptional circumstances you may send us the following CommBiz forms by facsimile or by attachment to an email:

- CommBiz Account Authority Forms,
- CommBiz User Identification Forms;
- CommBiz Service Delegate Authority Forms;
- CommBiz Direct Debit Request (DDR) Authority; and

Apparently signed and completed by you.

If we receive a CommBiz form, which reasonably appears to us to have been properly completed and signed and sent by you by facsimile or as an attachment to an email from your email address, 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 facsimile or email provided that we notify you of such refusal as soon as practical.

### **10.6 Applying for New Products or Services through CommBiz**

From time to time and subject to any requirement that you be pre-approved by us, we may enable you to apply through CommBiz for other Bank products or services such as CommBiz Markets (CommBiz Markets Product Disclosure Statement is on our website [commbiz.com.au](http://commbiz.com.au)). When your Service Delegate using a Maintenance Request approves the application through CommBiz for a new product or service, you shall be deemed to have applied for that product or service and to have accepted the current Terms and Conditions for that new product or service. If we act on the Maintenance Request we are entitled to act on Instructions from your Administrator to set up your existing Authorisers or Users to respectively, give us Instructions in respect of, or access, the new product or service, including as authorisers and authorised users of CommBiz Markets if your Service Delegate has approved the application for that service.

Access to and transactions on credit facilities through CommBiz are subject to, and you will need to separately accept, the Current Terms and Conditions for Business Finance.



# Part 11: Termination

## **11.1 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.

## **11.2 Termination by either party**

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

## **11.3 Termination of NetLock or CommBiz Mobile**

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.

## **11.4 Continuing rights**

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

# Part 12: General provisions

## 12.1 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.

## 12.2 Subsidiaries

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

## 12.3 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.

## 12.4 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.

## 12.5 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.

## 12.6 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.

## 12.7 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.

## 12.8 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.

## 12.9 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.

## Part 12: General provisions

### **12.10 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.

### **12.11 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').

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.

### **12.12 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.

## Part 13: What if I have a complaint?

### **13. 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.

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 via:

our web site at: **[commbank.com.au/contactus/comment.asp](http://commbank.com.au/contactus/comment.asp)**

by telephone **1800 805 605**

by facsimile **1800 028 542**

writing to:

Customer Relations  
Commonwealth Bank  
Reply Paid 41  
Sydney NSW 2001

If after giving us the opportunity to resolve your complaint, you feel we have not resolved it satisfactorily, you may also lodge a written complaint with the Financial Ombudsman Services at:

Financial Ombudsman Service Limited  
GPO Box 3  
Melbourne Victoria 3001

Phone **1300 780 808**

Fax **03 9613 6399**

**[www.fos.org.au](http://www.fos.org.au)**

Please note, notwithstanding that FOS can consider disputes where the amount of the claim does not exceed \$500,000, the maximum amount of compensation that may be awarded by FOS is capped at \$280,000.

## Part 14: Customer Information and Privacy

### 14.1 Collecting your personal details

For information about our information collection practices, please see our Group Privacy Policy 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. Our policy should be read in conjunction with the privacy disclosures we give you when you apply for a product or service. Our policy includes information about:

- the 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.

### 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.

### 14.2 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.

### 14.3 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.

# Part 15: Cut off times

## 15.1 Local cut-off times

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

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.
<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.	We commit to process all payments received by 5.30pm. Payments accepted after cut-off time may be processed for value as at the next business day.
<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.

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.

## Part 15: Cut off times

### 15.2 Foreign currency cut-off times

For more information on Cut Off Times visit [www.commbiz.com.au](http://www.commbiz.com.au). These times are subject to variation. This list of currencies and cut-off times are correct at the date of printing. 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.)

Currency	Currency code	Sydney time	Payment value
Arab Emirates Dirham	AED	3:30pm	Same day
Australian Dollar	AUD	4:00 pm	Same day
Canadian Dollar	CAD	4:30 pm	Same day
CFP Franc	XPF	10:30 am	Next day only
Danish Krone	DKK	3:30 pm	Same day
Euro	EUR	4:30 pm	Same day
Fiji Dollar	FJD	10:30 am	Same day
Great British Pound	GBP	4:30 pm	Same day
Hong Kong Dollar	HKD	2:30 pm	Same day
Indian Rupee	INR	12:00 pm	Same day
Israeli Shekel	ILS	4:30 pm	Same day
Japanese Yen	JPY	12:30 pm	Same day
Kuwaiti Dinar	KWD	3:30 pm	Same day
New Zealand Dollar	NZD	12:30 pm	Same day
Norwegian Krone	NOK	3:30 pm	Same day
Omani Rial	OMR	3:30 pm	Same day
Papua New Guinea Kina	PGK	12:30 pm	Same day
Philippine Peso	PHP	10:30 am	Same day
Polish Zloty	PLN	4:30 pm	Same day
Saudi Riyal	SAR	3:30 pm	Same day
Singapore Dollar	SGD	12:00 pm	Same day
Solomon Islands Dollar	SBD	10:30 am	Same day
South African Rand	ZAR	3:30 pm	Same day
Sri Lanka Rupee	LKR	10:30 am	Same day
Swedish Krona	SEK	3:30 pm	Same day
Swiss Franc	CHF	3:30 pm	Same day
Thai Baht	THB	12:00 pm	Same day
Turkish Lira	TRY	4:30 pm	Same day
US Dollar	USD	4:30 pm	Same day
Vanuatu Vatu	VUV	10:30 am	Same day
Vietnamese Dong	VND	4:00pm	Same day

You can obtain updated information about cut-off times by calling the CommBiz Help Desk on **13 2339** (outside Australia **+61 2 9115 1479**), 24 hours a day, 7 days a week.

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

Foreign currency cut-off times do not apply when transferring between linked CommBiz accounts held in the same currency.

# Part 16: Daily IQ

## 16.1

Daily IQ is based on information available at the time of publishing. We believe that the information is generally correct but it may contain errors and omissions. General market information may not be complete nor up to date. This information is not a comprehensive statement of your financial dealings with us. It is derived only from accounts linked to your CommBiz service and excludes certain transaction types.

Daily IQ has been prepared as a research tool for general informational purposes only. This information should not be relied on to make business decisions or for accounting or cash reconciliation purposes as there may be errors and omissions. Daily IQ is not intended to be financial, accounting or other professional advice.

Any opinions or conclusions are reasonably held or made by us as at the time of its compilation, but no warranty is made as to their accuracy, reliability or completeness. Any projections and forecasts are based on a number of assumptions and estimates and are subject to contingencies and uncertainties. We do not represent or warrant that any projections or forecasts, or any of the underlying assumptions or estimates, will be met. As actual outcomes will depend on future events and your specific facts and circumstances, you should obtain specific advice from an appropriately qualified professional regarding the use of this information.

To the extent permitted by law, we do not accept liability to any person for loss or damage arising from the use of Daily IQ. Nothing in these terms or in the nature of the Daily IQ provided has the effect that the Bank or any member of the CBA Group is or is responsible as, a fiduciary.

Any opinions, conclusions or recommendations in Daily IQ are subject to change without notice and we are under no obligation to update or keep current the information contained in Daily IQ.

All customer data used or represented in Daily IQ is anonymous and aggregated before analysis and is used and disclosed in accordance with the Commonwealth Bank Group's Privacy Policy Statement. We will not use or include any material in Daily IQ if we determine in our absolute discretion that:

- to do so may breach any legal or regulatory obligation, whether imposed by statute, general law or by contract, including but not limited to confidentiality or privacy obligations owed to any third party;
- the Information is inconclusive, incomplete or potentially misleading.

All material presented in Daily IQ is confidential and is not to be disclosed without our consent to any person other than your directors, employees, agents and professional advisers. Unless specifically indicated otherwise, it is copyright to the Commonwealth Bank of Australia.

None of the material in Daily IQ, its content, nor any copy of it, may be altered in any way, transmitted to, copied or distributed to any other party, without our prior written permission.

We reserve the right to vary the contents of Daily IQ at any time and to discontinue the supply of all or part of Daily IQ.



## Part 16: Daily IQ

### 16.2

If you use a Mobile Device to access Daily IQ, this clause applies in addition to all other relevant terms.

You are responsible for any charges imposed by your telecommunications provider for accessing Daily IQ, including call costs and data costs associated with browsing the internet.

You must take adequate precautions to prevent unauthorised users gaining access to your Daily IQ service. If you fail to take adequate precautions it is possible that unauthorised persons may access your information through Daily IQ.

We issue rules or manuals on the CommBiz website explaining how to access Daily IQ and obtain information. 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 notice.

### 16.3

We may introduce a new fee for Daily IQ at any time. We will give you at least 30 days' notice of the new fee in accordance with clause 17.2. Any fees will be debited to your fees account or any other account you hold with us. We may vary any such fees in accordance with clause 17.2.

### 16.4 Disclaimer

You acknowledge and agree that you use Daily IQ at your own risk and subject to these terms and any legal notices and disclaimers.

Daily IQ is based only on the data available to us, which is inherently limited and may not give an accurate representation of trends or information.

The information may incomplete, may not be up to date and may contain errors and omissions.

The Bank will use all reasonable endeavours to ensure the accuracy of the information but does not warrant or represent the accuracy of any Daily IQ information.

You acknowledge and agree that Daily IQ:

- is not legal, financial product or investment advice or recommendations about particular securities or investments or other professional advice, and is not intended to replace professional advice or judgment;
- contains information of a general nature;
- does not take into consideration your specific needs, investment objectives or financial situation;
- may include projections and forecasts that are based on a number of assumptions and estimates, including future events and contingencies, which may be inaccurate.

You acknowledge and agree that you are responsible for making your own independent judgment with respect to Daily IQ and any other related matters.

You acknowledge and agree that you will not seek to use, manipulate or interpret the material in Daily IQ to identify any individual or entity.

# Part 17: ATM Deposit Code

## 17.1 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, refer to: **[commbank.com.au/personal/atm.html](http://commbank.com.au/personal/atm.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 18: Fees and charges

## 18.1 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.

## 18.2 Changing and introducing fees

At any time we can increase or decrease the fees, or introduce a new fee.

If we introduce a new fee we will give you 30 days' written notice.

If we increase an existing fee, we will give you 30 days' notice by:

- advertisement published in the national media, or
- on the CommBiz website, or
- in writing.

We will always notify you no later than the day on which the change takes effect. We give you notice by newspaper advertisement, in writing or electronically of the introduction of new, and changes to, government fees and charges, unless the government has publicised the new or changed fee or charges.

Item	Fee	GST	Total
<b>Establishment</b>			
Establishment, per client	\$60.00	\$6.00	\$66.00 (Waived)
Direct Debit user establishment fee <sup>#</sup>	\$500.00	\$50.00	\$550.00
Provision of security token, each	No charge	No charge	No charge
Provision of NetLock Security USB, each <sup>o</sup>	\$50.00	\$5.00	\$55.00 (Waived)
<b>Access</b>			
User Access Fee	No charge	No charge	No charge
Account Information <sup>+</sup>	\$5.00	\$0.50	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
Transfers to or from non-linked Foreign Currency Accounts/ International Money Transfers	\$13.20	–	\$13.20
<b>Non CBA Account Statement Information &amp; Transfer Requests</b>			
Non CBA Payment Requests <sup>**/\$/##</sup> (per request)	\$6.82	\$0.68	\$7.50

## Part 18: Fees and charges

Item	Fee	GST	Total
Receive Incoming Statement Data**/€/## (per month)	\$50.00	\$5.00	\$55.00
<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
<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/IMT/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
Direct Credit/Direct Debit File Recall	\$50.00	\$5.00	\$55.00
Trace, Direct Credit or Direct Debit	\$25.00	\$2.50	\$27.50
Returned Direct Credit/Direct Debit payment	\$2.27	\$0.23	\$2.50
Copy of Payment Message	\$10.00	–	\$10.00
Amendment to IMT or Foreign Currency Payment	\$25.00	–	\$25.00
Trace, Priority/IMT/Foreign Currency Payment	\$25.00	–	\$25.00
Cancellation, IMT or Foreign Currency Payment	\$25.00	–	\$25.00
SMS Alert – Outstanding Authorisation^^	\$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

+ This fee is waived for the first token user.

~ Charged on each image retrieval request.

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

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

## Please check with other Financial Institution for any related fees and charges.

^^ This fee is charged (where applicable) per SMS alert received.

□ This fee is waived for token holders first NetLock device. We reserve the right to charge this fee if you order the Net Lock device but do not use the NetLock device.

~~ This fee is waived for token holders

## Part 18: Fees and charges

Additional fee to cover charges by overseas banks. Please refer section 1.4.5 for further details.

Country	Payment Currency	Currency Code	Additional Overseas Banks Fee (AUD)
United Kingdom	Great British Pound	GBP	\$17.00
Belgium	Euro	EUR	\$33.00
Germany	Euro	EUR	\$33.00
United Kingdom	Euro	EUR	\$41.00
The Netherlands	Euro	EUR	\$33.00
New Zealand	New Zealand Dollar	NZD	\$17.00
Canada	US Dollar	USD	\$37.00
China	US Dollar	USD	\$37.00
Germany	US Dollar	USD	\$37.00
United Kingdom	US Dollar	USD	\$37.00
Hong Kong	US Dollar	USD	\$37.00
India	US Dollar	USD	\$37.00
Indonesia	US Dollar	USD	\$37.00
New Zealand	US Dollar	USD	\$37.00
Philippines	US Dollar	USD	\$37.00
Russia	US Dollar	USD	\$37.00
South Africa	US Dollar	USD	\$37.00
Thailand	US Dollar	USD	\$37.00
The Netherlands	US Dollar	USD	\$37.00
United Arab Emirates	US Dollar	USD	\$37.00
United States of America	US Dollar	USD	\$37.00
Vietnam	US Dollar	USD	\$37.00

## Part 19: Glossary

### **Account Delegate**

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

### **Administrator**

Each person listed in the CommBiz online application as an Administrator, or who I/we subsequently appoint by us an Administrator in the form required by the bank, until I/we 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.

### **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.

# Part 19: Glossary

## **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.

## **Daily IQ**

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

## **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 at [www.commbiz.com.au](http://www.commbiz.com.au) 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.

## **ePayments Code**

The current ePayments Code administered by the Australian Securities and Investments Commission or the ePayments Code.

## **EFT Transaction**

An electronic payment, such as a Direct Credit payment, which is subject to the Electronic Funds Transfer Code of Conduct or the ePayments Code.

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

## Part 19: Glossary

### **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 ([www.identrust.com](http://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.

### **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 originating new Bank products, adding or changing the CommBiz Account Authorities, changing the authority of any Authoriser and adding an account to be accessed through CommBiz.

### **Mistaken Internet Payment**

A payment made to an account because the payer, using CommBiz or another internet banking facility, has entered or selected an incorrect Branch/State/Branch (BSB) number, account number or other identifier that does not belong to the intended recipient.

### **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.



### **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 security tokens or devices used from time to time to access CommBiz and effect Transactions. If you are a Netlock user, Security Identification also includes the NetLock Security Device.

### **Service Delegate**

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

### **Subsidiary**

Has the same meaning as in Section 9 of the Corporations Act (Cth).

### **Third Party Account**

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

- wholly owned by 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 the authority to log into CommBiz.

### **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.

### **19.1 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.

## Part 20: Help and advice

If you need any help or advice using your business transaction & 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.

### Call us - within Australia

**13 2339** — 24 hours a day, 7 days a week.

### Call us – from overseas

**+61 13 2339**

**+61 2 9999 3283** (To report Mistaken Internet Payments)\*

\* 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.

### Visit our website

**commbank.com.au**

### 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 **133 677** then ask for **13 2339**;
- Speak and Listen (speech-to-speech relay) users phone **1300 555 727** then ask for **13 2339**;
- Internet replay users connect to the National Relay Service (via **relayservice.com.au**) and then ask for **13 2339**.

### Make a complaint to Group Customer Relations, or request access to your personal information

Write or fax your letter to:

- Group Customer Relations  
Commonwealth Bank of Australia  
Reply Paid 41 Sydney NSW 2001  
(fax: **1800 028 542**);
- Freecall **1800 805 605**; or
- Submit your feedback online at our website:  
**commbank.com.au/contactus/comment.asp**.

### Contact the Ombudsman

Write or fax your letter to:

- Financial Ombudsman Service  
GPO Box 3  
Melbourne VIC 3001  
(fax: **03 9613 6399**);
- Call **1300 78 08 08**; or visit the website: **fos.org.au**

## 19.1 Code of Banking Practice

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

---

This page was intentionally left blank

---

---

This page was intentionally left blank

---

