

Electronic Banking.

General Information and Terms and Conditions Dated 23 July 2010

This brochure is issued by the Commonwealth Bank of Australia, the provider of the services described in this brochure.

ABN 48 123 123 124 AFSL 234945

If you have any questions about the Terms and Conditions set out in this brochure, or fees and charges, please ask our staff or call 13 2221, 24 hours a day, 7 days a week.



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Section 1: About these Terms and Conditions

What is Electronic Banking?	We explain the meaning of the term Electronic Banking (e-banking) and what conditions apply when you make transactions through electronic equipment.	Page 1
Contractual relationship	We outline the contractual relationship you enter with us if you decide to open an EFT account.	Page 2
What are the risks	We outline the risks involved if you decide to open an EFT account.	Page 3
Code of Banking Practice	We outline the Code of Banking Practice.	Page 4

What is Electronic Banking?

We offer a variety of card and electronic access services (e-banking) that utilise a card or electronic equipment. These include the following:

- Telephone Banking;
- NetBank (Internet banking);
- BPAY and BPAY View;
- ATM;
- Debit MasterCard;
- Keycard (debit card);
- EFTPOS terminals;
- Maestro/Cirrus, MasterCard and Visa Plus networks;
- AFT (Automated Funds Transfer); and
- Deal Direct.

E-banking offers the convenience of conducting most of your banking transactions at a time that suits you. You can access funds and transfer funds between accounts, pay bills and make purchases 24 hours a day, 7 days a week.*

Section 1: About these Terms and Conditions

Using electronic equipment

When you make a transaction with electronic equipment using a card, PIN, password, code or NetCode, you authorise us to act on the instructions entered into that electronic equipment. The protection provided under these Terms and Conditions extends to transactions made with cards, PINs and passwords in electronic equipment that is not owned by us.

Please note that any credit aspects of your EFT account or EFT transaction are governed by the Terms and Conditions applicable to your credit contract. Credit Card use is governed by the Bank's Credit Card Conditions of Use.

EFT Transactions

- are governed by the Terms and Conditions in this brochure and by the Terms and Conditions of the accounts, products and/or services being used. The Electronic Banking Terms and Conditions reflect the Electronic Funds Transfer Code of Conduct (EFT Code) which we have adopted. We warrant that we will comply with the EFT Code. The EFT Code is not applicable to purchase transactions using your Debit MasterCard where you sign to authorise the transaction (but chargeback protection may be available in that situation). See page 17 for 'Chargeback' information;
- may be directed to any one of the accounts that is linked to your card, PIN, password, code or NetCode if it is not possible to direct them in accordance with the instructions you give the electronic equipment;
- may be limited to specific amounts set by us. For example, there are maximum and minimum daily withdrawal amounts that may vary; and
- may be completed through the channel chosen by us if it is possible to effect a requested transaction using more than one payment or transfer channel.

Contractual relationship

The Terms and Conditions in this brochure together with Section 3 Fees and charges and the Terms and Conditions of the accounts, products and/or services being used, form the Terms and Conditions of the contract between you and us if you decide to open an EFT Account or use one of our e-banking services. These Terms and Conditions become binding once we give you (or any other user) an access method and you (or that other user)

accept the access method. As from that time, we and you undertake to keep to the Terms and Conditions.

There are also further Terms and Conditions which may apply by operation of law, to any EFT account you decide to open with us. For example, legislation such as Chapter 7 of the Corporations Act 2001 and the Australian Securities and Investments Commission Act 2001. It is not possible to set out in these Terms and Conditions all of the legislative, common law or Code provisions which may apply to a banking or financial service provided to you. Please read this brochure before opening an account or using one of our e-banking services. You will then know what to expect from us and what we expect from you. You can ask us questions about any of the Terms and Conditions you do not understand and so avoid misunderstandings. If you open an account, or use one of our e-banking services then you should keep this brochure and all other documentation for future reference.

Definitions of important words and terms can be found on pages 55 to 60, together with a list of useful contact numbers (on pages 61 to 63) if you need help with your banking.

What are the risks?

All financial investments involve a certain amount of risk. The products offered in this brochure are all low risk investments. You should also be aware of other risks such as the possibility of unauthorised transactions on your account. Please refer to page 27 for details.

In addition, there is a risk that you may not be able to access your account information or make transactions through a service which is reliant on computer and/or telecommunications systems. The Bank is dependant on the reliability of its own operational processes and those of its technology and telecommunications partners in respect of computers, computer networks and telecommunications. Disruptions to these processes may result in electronic banking services being unavailable from time to time.

If you instruct us to accept facsimile signatures to authorise debits from your account, you will need to provide a separate authority and indemnity. Unless you have provided a separate authority and indemnity we will not accept facsimile signatures as authority to debit your account. Under the separate authority and indemnity, we ask you to indemnify us (that is, ultimately bear the risk) of any unauthorised transactions on your account arising as

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a result of us acting on instructions received by facsimile. This is because a facsimile is not an original document and it is impossible to verify whether a signature appearing on a facsimile is genuine – eg, whether it may have been photocopied or ‘cut and pasted’ onto the document which is sent to us.

Legal Risk

As Australia is a member state of the United Nations, we are obliged to implement United Nations Security Council sanctions. Consequently, the Bank may be prohibited from dealing with certain persons or entities.

This means that if the Bank is aware that you are a proscribed person or entity, then the Bank may be required to suspend, cancel or refuse you services or close or terminate any arrangement with you. We may also be required to freeze assets of yours. You could incur significant costs as a result of these actions.

Code of Banking Practice

We observe the provisions of the Code of Banking Practice. Relevant provisions of the Code apply to the banking services in this brochure if they are held by individuals or by small business customers.

The Code is a voluntary code of conduct which sets standards of good banking practice for us to follow when dealing with you. We have prepared an information booklet, *The Better Banking Book* which contains useful information on a range of banking matters including:

- the rights and obligations that arise out of the banker and customer relationship;
- account opening procedures;
- our obligations regarding confidentiality of your information;
- our complaint handling procedures;
- bank cheques;
- the importance of you informing us promptly when you are in financial difficulty;
- the importance to you of reading the Terms and Conditions applying to any banking service provided to you or in which you are interested; and
- how to use a cheque account.

Any of the Terms and Conditions which cancel, limit or modify our liability to you, do so only to the maximum extent permissible by law.

These Terms and Conditions do not exclude or modify those of your rights which cannot be excluded or modified under legislation applying to your account.

Where to obtain a copy of...

The Better Banking Book

- Any branch of the Commonwealth Bank
- Call **13 2221** (24 hours a day, 7 days a week)
- Ask your relationship manager

Code of Banking Practice

- Any branch of the Commonwealth Bank
- Call **13 2221** (24 hours a day, 7 days a week)
- Ask your relationship manager
- Visit our website **commbank.com.au**

Section 2: Terms and Conditions

Ways to access your account	Find out more about the e-banking services available to you, as well as account access methods such as cards, PINs and passwords.	Page 8
Special conditions of using NetBank	Find out more about the special conditions when using NetBank	Page 11
Special conditions of using NetBank on your mobile phone	Find out more about the special conditions when using NetBank on your mobile phone.	Page 12
Using your Debit MasterCard	We explain when you can choose the 'credit' or 'savings' option to access your funds. We also tell you about authorisations, recurring transactions, refunds and claiming a chargeback.	Page 15
Electronic Communication	Find out how you can elect to receive notices and account statements electronically if you are a NetBank user and tell us your email address.	Page 18
Making e-banking transactions	Why it is important to enter correct information. We also tell you about making a deposit with an ATM, scheduling payments and transfers, when we process e-banking transactions and what happens if electronic equipment does not work.	Page 19
Disputes	How we handle complaints and disputes.	Page 23
Safeguarding your account against unauthorised access	What you must do to protect your account. Find out more about safeguarding cards, PINs and passwords.	Page 27
Liability for transactions	We explain when you are liable for transactions on your account and your liability in the event of unauthorised transactions.	Page 29
Conditions of use for B_{PAY}	Terms and Conditions that apply when you use B _{PAY} to pay your bills.	Page 33

What you agree to when using B_{PAY} View	Terms and Conditions that apply when you use NetBank to access bills using our B _{PAY} View facility.	Page 34
Changes to your Terms and Conditions	When we tell you about any changes we may make to your Terms and Conditions and how we keep you informed.	Page 38
Customer information and privacy	How we safeguard your privacy or why the Bank collects and may disclose your personal information.	Page 40

For the meaning of key words included in this section, refer to the 'Meaning of words' on pages 55 to 60.

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Ways to access your account

To find out more about e-banking or to get help with using electronic equipment, NetBank or Telephone Banking, please refer to pages 61 to 63 for contact details.

Debit MasterCard purchases	Use your Debit MasterCard to pay for purchases wherever Debit MasterCard is accepted worldwide (including by mail order, telephone or online).
Debit MasterCard, Keycard and linked credit card access via ATMs	Use your Debit MasterCard, Keycard or linked credit card to conduct banking transactions at a wide range of ATMs in Australia, New Zealand, Indonesia and Vietnam.
EFTPOS	Use your Debit MasterCard or Keycard to pay for purchases or withdraw cash at the same time (at the retailer's discretion).
Maestro/Cirrus, MasterCard and Visa Plus	Maestro is an international EFTPOS system. Cirrus and Visa Plus are international ATM networks. Use your Commonwealth Bank Debit MasterCard or Keycard to purchase goods and services, withdraw cash and obtain balances. If you are using your Keycard, just look for the Maestro, Cirrus or Visa Plus logo and if you are using your Debit MasterCard, look for the MasterCard logo.
Telephone Banking	Use a touch-tone telephone or VoIP to pay bills, obtain information on your accounts, transfer funds to linked accounts, activate your Debit MasterCard, Keycard or credit card and change your password.
NetBank	<p>NetBank is a quick, cost efficient, simple and secure way to do your banking. With NetBank you can:</p> <ul style="list-style-type: none"> view your up-to-date account balances and details of NetBank initiated transactions; view balances of your CommSec trading, Colonial First State superannuation*, and all your Car and Home Insurance policies); view transaction histories for the last 2 years on your linked statement accounts including your Home Loans/Investment Home Loans, Mortgage Interest Saver Accounts (MISA), credit card and Debit MasterCard ; view your statements for the last 7 years on eligible accounts redraw funds from your Home Loan/Investment Home Loan or Variable Rate Personal Loan (conditions apply);

* Colonial First State balances only available if investment arranged through a Commonwealth Financial Planner (representatives of Commonwealth Financial Planning Limited). CommInsure is a registered business name of Commonwealth Insurance Limited (CIL). Commonwealth Financial Planning Limited, CIL, Commonwealth Securities Limited (CommSec) and Colonial First State Investments Limited are wholly owned but non-guaranteed subsidiaries of the Commonwealth Bank of Australia. CommSec is a participant of the ASX Group.

NetBank (cont.)	<ul style="list-style-type: none"> transfer funds between any NetBank linked accounts. These include transaction and savings accounts, credit card accounts, Home Loans/ Investment Home Loans, Mortgage Interest Saver Accounts (MISA), and Personal Loans; transfer money to other peoples' accounts at the Commonwealth Bank or to selected accounts at other Australian financial institutions (You must key in the correct BSB number and account number - the account name of the recipient does not form part of your payment instructions and will not be used or checked by us in making your payment); make International money transfers to people overseas (minimum transaction amounts apply); set up scheduled and recurring payments - one-off or recurring bill payments and funds transfers can be created to occur on a future date(s) (not available on some accounts); pay your bills using BPAY; view and pay your bills using BPAY View; activate your credit card, Debit MasterCard or Keycard; if you are experiencing hardship, request a repayment holiday from your eligible loans and credit cards; change your card withdrawal limit; change your home loan repayment amount or switch to another loan type (conditions apply); renew a Term Deposit and switch to a Debit MasterCard account; retrieve your NetBank client number and unlock your token or sms online without having to call the NetBank Help Desk; apply for a wide range of products using simple forms without the need to input your personal details; apply for a credit limit increase on an existing credit card or a balance transfer from another financial institution to an existing Commonwealth Bank Credit Card (conditions apply); receive bank messages to monitor and track the status of your Personal Loan, Term Deposit and increased Home Loan applications; view and redeem your Commonwealth Awards points; change your password, Personalised Identification Questions and answers, address and contact details online; customise transaction descriptions for easier statement reconciliation; 'nickname' your accounts and bills for easy reference; create an additional login you can use when travelling or to separate your business and personal affairs; import payments into NetBank from a file (such as MYOB) so you don't have to type in all the details; make an appointment with a financial planner or lending specialist or get an on the spot decision for a Personal Loan (conditions apply).
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NetBank for your mobile phone.	<p>Access NetBank with a version of NetBank specially tailored for your mobile phone.</p> <p>You can:</p> <ul style="list-style-type: none"> • view your up-to-date account balances; and • view your most recent transactions for your linked statement accounts, including your Home Loans/ Investment Home Loans, Mortgage Interest Saver Accounts (MISA) and credit cards; • redraw funds from your Home Loan/Investment Home Loan or Variable Rate Personal Loan (conditions apply); • transfer funds between any NetBank linked accounts. These include transaction and savings accounts, credit card accounts, Home Loans/ Investment Home Loans, Mortgage Interest Saver Accounts (MISA), and Personal Loans; • transfer money to other peoples' accounts at the Commonwealth Bank or to selected accounts at other Australian financial institutions recorded in your NetBank account address book (You must ensure that the correct BSB number and account number are used - the account name of the recipient does not form part of your payment instructions and will not be used or checked by us in making your payment); • pay your bills to billers recorded in your NetBank biller address book using BPAY.
BPAY and BPAY View	<p>Most bills can be paid using BPAY over the telephone or with NetBank. With BPAY View you can also receive some bills electronically instead of in the mail and then view and pay them using NetBank.</p>
Automated funds transfers	<p>Schedule automatic payments from your designated accounts to pay bills. (not available on some accounts).</p>

Customers under the age of 16 require written consent from their parent or guardian to obtain access to these e-banking channels for Youthsaver Account. Telephone Banking and NetBank are the only ways you can access your NetBank Saver Account.

Using VoIP

If you use VoIP, we urge you to take steps to adequately secure your computer. The systems used by your VoIP provider and/or telephone calls made using your VoIP service may not be secure. We strongly recommend you use up-to-date anti-virus, firewall and anti-spyware software before conducting any banking using VoIP.

You should also contact your VoIP service provider to ensure that you are satisfied with your service provider's:

- (a) security measures;
- (b) data protection standards; and
- (c) personal information handling policies.

You should also note that your service provider may route communications offshore. If so, these communications may not be secure nor may they be regulated by Australian law.

Special conditions of using NetBank

For the purpose of accessing and using the NetBank service, and using the relevant access method, we grant to you a non-exclusive, non-transferable personal licence in relation to the software, including any files, images, tables and data incorporated in or generated by the software, and data accompanying the software (collectively, the 'Software') necessary for the purposes of your use of the NetBank service. We do not transfer title to nor grant any interest in the Software to you. Customers under the age of 16 require written consent from their parent or guardian to obtain access to these e-banking channels for Youthsaver Account. You should note that when access is granted to Youthsaver Accounts, it is granted to all such accounts in the customer's name. Telephone Banking and NetBank are the only ways you can access your NetBank Saver Account.

When you register for NetBank, the Bank may automatically select you for Two Factor Authentication using NetCode SMS or NetCode Token. Two Factor Authentication provides an extra layer of security where you engage in transactions that can carry a higher risk, eg, where you purchase from merchants overseas. Two Factor Authentication assists in protecting your transactions in such circumstances.

For some transactions and NetBank functions you may, in addition to entering your password, be required to correctly answer your Personalised Identification Questions.

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If you are registered for Two Factor Authentication using a NetCode Token you will be required to generate and enter your current NetCode at the time of login.

If you are registered for Two Factor Authentication using NetCode SMS you will be required to enter your current NetCode for some transactions and NetBank functions.

NetCode Tokens remain the property of the Bank and must be returned to the Bank on request. One active NetCode Token is issued per Client Number and cannot be used in conjunction with another person's Client Number. The Bank reserves the right to charge for additional and replacement NetCode Tokens.

If you are selected by the Bank for Two Factor Authentication, or you choose to participate in Two Factor Authentication when the Bank makes it available, using a NetCode Token, you must register the NetCode Token with us within 30 days from the date we send it to you.

If you are selected by the Bank for Two Factor Authentication, or you choose to participate in Two Factor Authentication, using NetCode SMS, you must ensure that your current mobile telephone number is registered in your 'Profile and Preferences' section in NetBank.

Special conditions of using NetBank on your mobile phone

The version of NetBank specially tailored for your mobile phone is designed for phones linked to the network of an Australian telecommunications provider. It may not be available to some customers who have an overseas telecommunications provider.

You must be registered for Two Factor Authentication using NetCode SMS or a NetCode Token to access NetBank on your mobile phone. If you are registered for Two Factor Authentication using a NetCode Token you will be required to generate and enter your current NetCode when you log in.

If you have an exemption from Two Factor Authentication for any period of time, you will not be able to access NetBank from your mobile phone for the duration of that exemption.

You are responsible for any charges imposed by your telecommunications provider for connecting to NetBank on your mobile phone, including call costs and data costs associated with browsing the internet. You can continue to

use NetBank on your mobile phone overseas if you have roaming access to the internet on your phone. Your telecommunications provider's charges may be higher than those for using NetBank on your mobile phone in Australia if you access it while overseas.

If your client number is suspended by the Bank for any reason (for example, if an incorrect password has been entered) you will be unable to access NetBank via a computer or a mobile phone until it is reactivated.

Special risks relating to NetBank

While NetBank allows you to transact simply using your computer and codes, because of that simplicity, it also poses special risks.

- If someone else has your codes, they can transact on your account as if they were you. You may be liable for such transactions (refer to page 29 for details).
- You should take special care to keep your codes secret and to not disclose them to any third party including family, friends and institutions.
- You should ignore any emails that appear to come from us that require you to input your codes. We will never send such email requests. These emails may come from third parties seeking to use the information to access your accounts.
- You should also be careful about using services which offer to interface with NetBank on your behalf. You may be led to believe that you are inputting your codes in a NetBank session, while in fact you are disclosing your codes to a third party hosting a hoax website.

We continually look at ways to minimise any unauthorised transactions on your account. We may use various techniques from time to time, including contacting you after an unusual transaction or series of transactions to confirm that you did in fact authorise the transaction/s.

Cards, PINs, passwords and Devices

Cards, PINs, passwords and Devices remain the property of the Bank. We will mail them to you unless reasons such as security prohibit us from doing so, in which case we will notify you of alternative arrangements. NetBank codes may be provided or selected online or over the phone. Telephone Banking passwords can be provided in branches or through **13 2221**. To use your account, you must first sign your card(s)

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and then activate them by calling **13 2221**, after which time your card(s) can be used. Once activated, your card(s) is valid only for the period indicated on it. You cannot use it after the expiry month on the card(s).

You may establish additional logins in NetBank.

Additional logins that allow transactions to be made on your account/s may only be used by you. You must not allow other people to use an additional login that allows transactions to be made on your account/s. Additional logins that do not allow transactions to be made on your account/s (known as 'view only access') may be established for other people.

To nominate a specific PIN, call into one of our branches. Our staff will be pleased to help. If you want any other people to be able to access your account using a card, we can issue them with cards and PINs, but you must ask us to do so in writing.

Letting others have a card

If you ask us to do so in writing, we may issue a card and PIN to another person. An additional cardholder must be 16 years of age or over.

An additional cardholder's use of a card is subject to these Terms and Conditions and we suggest that additional cardholders have a copy of them.

You are responsible for an additional cardholder's use of a card and for all the amounts of any withdrawals, purchases or payments an additional cardholder makes using an access method as if you had used that access method to make the transactions. You should note that additional cardholders will have access to your account information.

If you or an additional cardholder ask us, we will remove the additional cardholder from your account. This means that we update our records so that the additional cardholder is no longer shown as an additional cardholder.

If you wish to stop access by an additional cardholder, you must ask us to remove the additional cardholder and place a stop on the additional card. You may do this either by attending a branch or by phoning us on **13 2221**.

How do you cancel or stop a card, or other Device?

You must tell us if you wish to cancel a card or other device issued to another user. You can also ask us to place a stop on your account, in which case you and any other user will not be able to make any further transactions on the account until you ask us to remove the stop.

Cancellation of a card or a stop will not take full effect immediately. You will continue to be liable for any transaction amounts not yet processed on your Debit MasterCard and for all transactions made using a card or other device at a time when any of our electronic transaction systems are unavailable, until you have taken all reasonable steps to have the card or other device returned to us. You will also be liable for Debit MasterCard transactions to purchase goods and services at a price below a merchant's authorised floor limit, until you have taken all reasonable steps to have the card destroyed or returned to us. You authorise us to debit any outstanding Debit MasterCard transaction amounts on your account to any other Account in your name.

Confidential and up-to-date information

We take all reasonable steps to ensure that the information available through electronic equipment is correct and updated regularly. We also try to protect your account information from unauthorised access during transmission through electronic equipment, but we will not otherwise be liable for any unauthorised access by any means to that information.

Using your Debit MasterCard

When you use your Debit MasterCard at ATMs or EFTPOS terminals, you may be asked to choose between the 'credit' and the 'savings' options.

Whichever option you choose, the funds are debited to the underlying account. However, if you choose the 'credit' option to make a purchase, you may be able to exercise MasterCard chargeback rights — see 'Requesting a chargeback' on page 17.

When you use your Debit MasterCard to make purchases by mail order, over the telephone or over the internet, then the 'credit' option automatically applies to that transaction.

The remaining information in this section applies to your Debit MasterCard when the 'credit' option is used to process a transaction.

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Checking your transactions

Make sure you keep all vouchers and transaction records you receive from merchants and check them against the transactions on your statement. If you have access to NetBank, you can check the transactions online.

Authorising your transactions

Some merchants, e.g. restaurants, hotels and car rental agents, may ask us to confirm that your account has sufficient available balance to meet the estimated cost of the goods and services. We treat this as a request for authorisation.

We may choose not to authorise a particular transaction. For example, there may be security issues with the transaction or network or, you may have insufficient funds in your account.

If we do authorise a transaction, we reduce your available account balance by the estimated cost of the goods and services. Normally, this is then cancelled out when the actual transaction is completed.

However, in the following situations, your available account balance may be reduced for up to six business days after the authorisation date:

- the merchant did not complete the transaction (e.g. you decided not to purchase the goods or services); or
- the actual amount the merchant charged to your account was different to the original amount we authorised and the merchant didn't cancel the original authorisation (e.g. a hotel might get authorisation for one night's accommodation when you check in but the amount later processed to your Debit MasterCard might be different to that authorisation).

Recurring transactions

You may authorise a merchant to regularly charge amounts to your account.

To cancel the authority, you should notify the merchant in writing at least five business days before the next transaction due date. Until you notify them, we are required to process transactions from the merchant. If the merchant doesn't comply with your request to cancel the authority, you can dispute the charges — see 'Requesting a chargeback' on this page.

Refunds

A merchant must issue a valid credit voucher to make a refund to you. We can only credit the refund to your account when we receive the voucher from the merchant's bank.

Requesting a chargeback

In some cases, MasterCard's scheme rules allow us to dispute a transaction and request a refund of the transaction (i.e. chargeback) for you from the merchant's financial institution. Usually, we can only do this after you have tried to get a refund from the merchant and were unsuccessful.

How to request a chargeback

To request a chargeback:

- tell us you want us to chargeback the transaction within 30 days after the date of the statement which shows the transaction; and
- provide us with any information we ask for to support your request.

If you don't follow these steps, we may lose any chargeback right we have under MasterCard's scheme rules. However, this doesn't apply to an unauthorised transaction that is regulated by the EFT Code — see 'Unauthorised transactions' on page 30.

What happens when we claim a chargeback

We will try our best to claim a chargeback for you. However, for your claim to be successful, the merchant's financial institution must first accept the claim. If they reject a chargeback, we will only accept the rejection if we are satisfied that it is reasonable and is consistent with MasterCard scheme rules. As a result of our investigations, if we find that your account:

- has been incorrectly debited or credited, then we will adjust your account (including any interest and charges) and notify you in writing; or
- has not been incorrectly debited or credited or that you're liable for the loss or part of the loss, then we will give you copies of the relevant documents or evidence.

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When we may block a transaction

You may only use your Debit MasterCard for lawful purposes. We may block purchases from certain websites or merchants if we have reason to believe that the products or services being offered:

- are illegal (under Australian law or the laws of other countries);
- contain offensive material; or
- pose a risk to either systems or the integrity of transactions or information.

Electronic communication

With your agreement, we may give you notices and statements of your account electronically by making them available on our NetBank service and sending you an email at your last notified email address informing you that the notice or statement can now be retrieved from NetBank. To receive statements electronically you also must have registered to use NetBank to make transactions and tell us your email address.

We may have restrictions on the types of accounts or customers who can receive statements electronically. It may not be possible to receive statements electronically if you require multiple statements of the account.

We will only give you a notice or statement electronically if you have specifically agreed to this, we agree and you have not withdrawn your consent.

Notices and statements given electronically are taken to be received on the day that the email enters the information system of your internet service provider or the host of your email address.

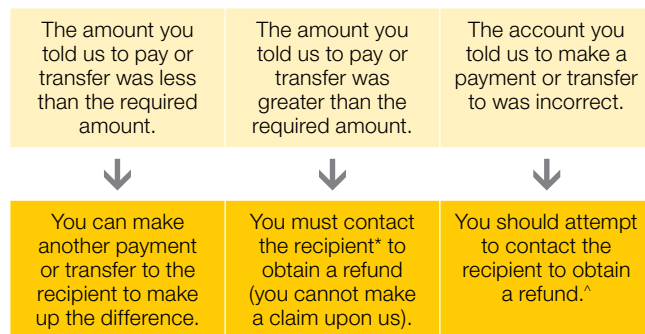
If for any reason we are unable to:

- provide an electronic statement or notice we may send you a paper statement or notice to your nominated postal address; or
- deliver emails to your nominated email address we may cancel your election to receive statements electronically and may instead send paper statements and notices to your nominated postal address.

Making e-banking transactions

Enter the correct information

When you or any other user make a transaction with electronic equipment, it is your responsibility to tell us the correct amount you wish to pay or transfer, and the correct account to which you wish to have the payment or transfer credited. The account name of the recipient does not form part of your payment instructions and will not be used or checked by us in making your payment. If you tell us to make a payment or transfer and after we have implemented your instructions you discover that:



Making a deposit with an ATM

We accept responsibility for the security of deposits lodged at our ATMs. Unless you can provide satisfactory evidence to the contrary, the amount of the deposit is subject to later verification by us. Our count of the funds deposited is regarded as conclusive evidence of the actual amount. If we differ on the amount of the deposit, we will tell you of the discrepancy as soon as possible.

Scheduling future payments and transfers

With NetBank you can 'schedule' a payment or transfer by nominating a future date on which such a transaction is to be made (not available for Pensioner Security Account - passbook option, Passbook Savings Account, NetBank Saver Account, Savings Investment Account, Streamline Basic, and Business Online Saver).

* Refer to page 33 for more information regarding BPAY payments.

[^] If you do not know the recipient, or are unable to contact the recipient, you should contact the Bank and talk to a customer service officer. We will attempt to recover the payment or transfer on your behalf, however, recoveries are performed on a best endeavours basis (you cannot make any claim upon us).

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Depending on the availability of cleared funds, NetBank will make up to 5 attempts to process your scheduled transfer or payment. NetBank will make the first attempt early in the morning on the day your transfer or payment is due; further attempts will be made by NetBank on subsequent business days. You can cancel or suspend a scheduled transaction in NetBank up until 5am (Sydney time) on the day the transfer or payment is due. Otherwise, we will process the payment or transfer as originally instructed by you.

Daily limits for transfers through e-banking

If you transfer funds through Telephone Banking or NetBank, the maximum amount that can be transferred per customer per day is:

- \$99,999,999.99 to or from a linked statement account;
- \$99,999.99 (or up to the available credit limit) to or from a linked credit card account;
- \$25,000.00 (or up to the maximum balance) to your Commonwealth Bank Traveller's Cash card¹

The maximum amount that can be transferred per customer per day in the following ways using NetBank:

- \$1,000 (\$2,000 if you register on or from 10 October 2009) when transferring to a non-linked account (for example, another person's account or an account at another financial institution)².
- \$5,000 when transferring by International Money Transfers using NetBank. You need to activate the International Money Transfer service in NetBank by contacting the Bank on **13 2221 option 4** (24 hours a day, 7 days a week) before this limit applies².
- \$20,000 when making payments through BPAY using NetBank².

The daily limits applying to transfers to non linked accounts, International money transfers and BPAY using NetBank operate independently of each other. If you request a higher daily limit (or ask the Bank to activate the International Money Transfer service in NetBank) your liability for unauthorised transactions may increase. Minimum transaction amounts also apply.

¹ Not available through Telephone Banking

² These are the default transaction limits that apply to customers who registered for NetBank from the date of these terms and conditions. To find out how these limits can be amended, login to NetBank and go to the 'Security' tab and select 'Payment limits' or call us on **13 2221, option 4**.

Please phone the NetBank Help Desk on **13 2221 option 4** (24 hours a day, 7 days a week) for details.

If you are selected by the Bank for Two Factor Authentication, or you choose to participate in Two Factor Authentication, but:

- you fail to participate in Two Factor Authentication by registering with us your NetCode Token within 30 days from the date we send to you; or
- you subsequently advise us that you do not wish to participate in Two Factor Authentication;

Unless the Bank advises you otherwise, your access to transfers to non-linked accounts, BPAY payments and International Money Transfers (if applicable), using NetBank, will be reduced or removed by the Bank.

If you deposit a cheque or other payment instrument to a passbook account, no transfers or BPAY payments (including transfers or payments of available funds) using electronic banking will be permitted for 3 business days from the date of the deposit. If you do wish to transact on your passbook account during this period, please take your passbook to one of our branches to discuss your options.

Transfers to non linked accounts and transfers sent by International Money Transfer are not permitted from passbook accounts.

Cash withdrawals and purchases made through ATMs, EFTPOS, overseas using Maestro/Cirrus, MasterCard and Visa Plus networks, Post Offices and other agencies with electronic banking terminals, are subject to a daily withdrawal limit. Cards issued prior to 28 July 2008, have a default limit of \$800. Cards issued on or after this date have a default limit of \$1,000.

The daily withdrawal limit does not apply if you use the 'credit' option (using your Debit MasterCard) to access your accounts.

Withdrawals are also subject to the note denominations available. The card limit is the total amount that can be withdrawn using a PIN from all accounts linked to a card in any one day. To request a higher daily withdrawal limit call **13 2221**.

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

Merchants, B_{PAY} Billers and other financial institutions may impose other restrictions on transfers.

When are e-banking transactions processed?*

In some cases, e-banking transactions made (or scheduled[#] to occur) on a non-business day and transactions made after 3pm on a business day, may not be processed until the next business day. To find out when we process your e-banking payments, visit our website or call us.

NetBank transfers to other Australian financial institutions performed before 6pm (Sydney time) on a business day will generally be available in the recipient's account within 1-2 business days.

If you make a NetBank transfer to another Australian financial institution after 6pm (Sydney time) on a business day, or on a weekend/public holiday, it can take up to 3 business days to appear in the recipient's account.

Refusal of service

Despite any right contained in these Terms and Conditions, in the event that you or a signatory appears to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to be any other proscribed person or entity; or terminate these arrangements with you. We will be under no liability to you if we do any or all of these things.

If we exercise our rights under this clause, you must pay any losses, costs or expenses that we incur in relation to any action taken under this clause, including interest adjustments and/or administrative costs under these Terms and Conditions.

* Proceeds of NetBank transfers - For security reasons we may place a hold on funds transferred through NetBank to your account from an unlinked Commonwealth Bank account. The hold may apply until the next business day (or if the transfer occurs on a non-business day or after 11 pm on a business day, until the second following business day) or longer if the Bank requires to investigate the transaction.

[#] Refer to page 19 Scheduling future payments and transfers for more information.

What happens if the electronic equipment does not work properly

We take all reasonable steps to ensure that our electronic equipment functions properly during its usual operating hours. However, failures may occur and this has an impact on liability.

If	Then
The equipment accepts a user's instructions	We are liable to you for any loss caused by a transaction that is not completed in accordance with those instructions.
The equipment does not accept a user's instructions or a user's card and/or PIN fails to activate the equipment	We are not liable to you.
A user is aware at the time of use that the equipment is not functioning properly	Our liability to you is limited to correcting any wrong entry in your account. We will refund any charges and fees debited to your account as a result of the wrong entry.

You do not lose any protection that we give you under these Terms and Conditions when you (or any other user) use your card, PIN or password in electronic equipment that is not owned by us.

Disputes

What if you have a complaint?

We aim to provide excellent customer service. If you think we have failed, you should let us know promptly so that we can try and put things right. Also, by telling us where you think we have failed, we will be able to provide you a better service in the future. To assist you, we offer free internal and external avenues to deal with your concerns.

What you should do if you want to make a complaint or dispute our decision

Prepare your complaint

Is the problem about general banking or Electronic Banking? Get all your supporting documents ready. Decide what you want us to do.

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Make your complaint

Let us know by lodging your complaint at either a branch (preferably where you have your account) or by calling **13 2221** (24 hours a day, 7 days a week). Our staff will fully review the situation and, if possible, try to resolve it straight away.

Not happy with the outcome?

Please contact our Customer Relations Team if your complaint has not been resolved to your satisfaction (refer to page 67 for contact details). We will provide contact details of the officer dealing with your complaint. We aim to resolve the matter within about four days. However, some complex matters might take longer. We will keep you informed of our progress.

For Electronic Banking, our Customer Relations Team will provide you with a complaints form, which you should complete and return to us.

We will acknowledge your complaint, investigate and report back to you within 3 weeks. We may ask for more time, but we will keep you informed of the reasons for the delay. Unless there are exceptional circumstances, in which case we will write to let you know, we will complete our investigation within 45 days of receipt of the complaint.

If we are unable to resolve a complaint within 45 days we will inform you of the reasons for the delay, and provide you with monthly updates on the progress with the complaint and specify a date when a decision can be reasonably expected, unless we are waiting for a response from you and you have been advised that we require the response.

Also, after 45 days, you have the right to refer the complaint to the Ombudsman. Please refer to the section on page 25 entitled "*When you may contact the Ombudsman*".

Note: On completion of our investigation we will write to you telling you of the outcome of the investigation, our reasons for the outcome, including the provisions of the Terms and Conditions that we considered during our investigations.

If you are not satisfied with our decision you may ask us to have our senior management review the matter. If we fail to make the proper allocation of liability or we fail to keep to the complaint investigation and resolution procedures set out in this brochure or we fail to communicate the reasons for our decisions and our failure harms the outcome of your complaint or results in unreasonable delay in its resolution, we will accept liability for the full amount of the transaction which is the subject of your complaint.

BPAY

- If we conclude that your account has been incorrectly debited or credited, we will, where appropriate, adjust your account (including any interest and charges) and let you know in writing of the amount with which your account has been debited or credited.
- If we reasonably conclude that your account has been correctly debited or credited or, in the case of unauthorised transaction, that you are liable for the loss or part of the loss, we will give you copies of any document and/or other evidence on which we based our finding.

If any BPAY payment was made as a result of a mistake by you and, after 20 business days we are unable to recover the payment from the Biller or any other person who received it, you should then pursue the matter with the biller or the person receiving the payment.

We are not liable if any retailer refuses to accept a card, PIN, password or other code.

When you may contact the Ombudsman

If you wish to dispute our decision, you may contact the Financial Ombudsman Service.

If you are not satisfied with the decision of our Group Customer Relations Team, or if more than 45 days have elapsed since you contacted Group Customer Relations, you may contact the Financial Ombudsman Service (FOS). The FOS is an impartial, independent and free alternative dispute resolution scheme for customers of financial institutions. Please refer to page 63 for contact details.

The Financial Ombudsman Service cannot investigate a Dispute about a range of matters set out in the FOS Terms of Reference which can be accessed on its website:

www.fos.org.au

These include Disputes :

- where the value of the claim exceeds \$500,000*
- about the level of fees, charges or interest rates; or
- about the Bank's assessment of the credit risk or the security required for a loan.

* 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.'

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The full list of Disputes which cannot be considered by the Financial Ombudsman Service and a description the types of Disputes which can be considered by FOS is set out in the FOS Terms of Reference.

Disputes with other parties

We are not liable if any retailer refuses to accept a card, PIN, password or other code.

Unless required by law, we are not responsible for the goods and services a retailer supplies to the user. If the user has any disputes, they must be resolved with the retailer. We are also not responsible for complaints with respect to the goods and services a retailer supplies to the user if incorrect charging occurred.

You must ensure that you enter the correct amount in the electronic equipment before authorising the transaction.

Unless you can provide satisfactory evidence to the contrary, you agree that:

- the amount shown on a sales voucher or any other evidence of a purchase is sufficient evidence of the purchase;
- the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal; and
- the above applies regardless of whether the voucher or other evidence is signed by you.

You should pursue any disputes over incorrect charging with the retailer.

Safeguarding your account against unauthorised access

Access methods comprise the keys to your EFT account. You must do everything you reasonably can to protect all means of access to your account. That means making sure your cards, PINs, passwords and other codes are not misused, lost or stolen.

You may suffer loss if you don't sufficiently safeguard your cards, Client Numbers, PINs, passwords or other codes.

If you use VoIP, please refer to page 11 for more information.

You must report the loss, theft or misuse of a card, PIN, password, Client Number or Device (including NetCode Tokens)

Scenario	What to do	What we will do
Your card, PIN, password, Client Number or Device may have been lost or stolen.	Tell us as soon as you become aware. You may suffer loss if you don't tell us. Call our hotline numbers listed in Where to Get Help or visit any branch.	If you report the event, we will give you a number that you should keep as evidence of the date and time that you reported the misuse, loss or theft. We will be liable for all losses incurred after you tell us.
You suspect that someone has knowledge of your or any user's PIN, password or other codes.		
There has been unauthorised access to your account.		

Even if you are confident that codes are secure you must tell us as soon as you become aware of the loss or theft of an access method or of any unauthorised access to your account(s).

What happens if I don't report loss, theft or misuse?

If it can be shown that you unreasonably delayed telling us of the loss, theft or misuse of a card, PIN, password, Client Number or other codes, or Device, then you will be liable for unauthorised transactions that occur on your account.

We do not hold you liable for any unauthorised transactions that could have been stopped if the Bank's hotline facilities weren't available at the time you tried to report the loss, theft or misuse.

However, you should visit or telephone one of our open branches as soon as possible.

Ensuring the security of your cards, PINs, passwords, Client Numbers or other codes or Devices

If we reasonably believe, PIN, password, other code or device is being used in a way that may cause losses to you or us, we may cancel or withhold its use at any time, without notice.

We may cancel a Debit MasterCard or KeyCard if it is not used for 12 months or more.

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Before using a Debit MasterCard or Keycard that hasn't been used for 12 months or more, you should contact us to ensure that it is still activated.

A Client Number may be permanently cancelled by us without notice to you if:

- it has not been used for 12 months or more; or
- it has been suspended by the Bank for security reasons (for example, because an incorrect password was entered) and you do not contact the Bank within a reasonable time to arrange for a password change and for the Client Number to be reactivated.

If the Bank cancels a Client Number, the internet banking service to which it relates will be closed without notice to you. If following cancellation you want to continue to use the internet banking service, you can again register for the service by contacting the Bank on **13 2221** option 4 or by visiting our website **commbank.com.au/netbank**.

Safeguarding your cards and Devices (including NetCode Tokens)

Always	Never
Sign cards immediately upon receipt.	Keep cards and PIN records anywhere near each other e.g. in a briefcase, bag, wallet or purse.
Destroy cards when they reach their expiry date or when they are no longer valid.	Leave cards and Devices in a car.
Return cards and Devices to us upon request.	Keep cards or other Devices and PIN records in one item of furniture, even if in different compartments (e.g. different drawers of the same bedroom dresser).
Carry cards and Devices whenever possible and regularly check they are still in your possession.	
Remember to take your card, cash and transaction record with you when a transaction is completed.	

Safeguarding your PINs, passwords or other codes

Always	Never
Memorise a PIN, password or other code* as soon as possible or disguise any PIN or password that is recorded so that others will not be able to decipher it [^] .	Tell or let anyone find out a PIN, password or other code – not even family or friends. Record a PIN, password or other code (disguised or not) on a card or computer.
Destroy PIN, password or other code notifications as soon as possible after receiving them or if a user nominates a specific PIN, password or other code, it must not be an obvious word or number (such as a date of birth, middle name, family member's name or driver's licence number) or one which is easily guessed.	Keep a record of a PIN, password or other code in a situation where, if a thief finds a card or code they will also find the record of the PIN or password.
Take precautions when using e-banking e.g. be ready to make the transaction when you approach the electronic equipment and never let anyone watch you enter your PIN, password or other code. Check the location of mirrors, security cameras or any other means of observing PIN, password or other code entry and then shield it from anyone.	

Liability for transactions

Generally speaking you are liable for any losses arising from the acts and omissions of all users. This includes you and any person authorised by you to carry out EFT transactions on your account. You will be liable for:

- transactions carried out by you or with your knowledge and consent;
- transactions carried out by any other user, unless you have told us to cancel that user's PIN, password or other code, and you have taken all reasonable steps to have the card or other Device returned to us; and
- unauthorised transactions if you or any other user have not made a reasonable attempt to disguise or prevent unauthorised access to a PIN, password or other code.

* Excluding NetCode

[^] We will not consider that a reasonable attempt has been made to disguise a PIN, password or other code if it is recorded in reverse order; in an easily understood code, e.g. A=1, B=2; as a "phone" number where no other phone numbers are recorded or as a four digit number, prefixed by a telephone area code; as a "date" (e.g. 9/6/63) where no other dates are recorded; as a series of numbers or words with any of them marked, circled or in some way highlighted to indicate the PIN, password or other code; as an obvious word or number or one that can be found in a purse or wallet.

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Unauthorised transactions

An unauthorised transaction is one which is not authorised by a user, for example a transaction which is carried out by someone besides you or another user without your knowledge and consent.

The EFT Code determines your liability for losses resulting from unauthorised transactions. We have reflected the relevant EFT Code provisions in the following sections. Please note though that the EFT Code (and the sections below dealing with unauthorised transactions) are not applicable to purchase transactions using your Debit MasterCard where you sign to authorise the transaction (but chargeback protection may be available in that situation).

When you will not be liable for loss due to unauthorised transactions

You will not be responsible for any loss resulting from an unauthorised transaction if any of the following apply:

- it is clear a user did not contribute to the loss in some way;
- the loss arises after you notify us that any card or other Device used to access the account has been misused, lost or stolen or that the security of a PIN, password or other code used to access the account has been breached;
- the loss was due to fraud or negligent conduct by any of our employees or agents or the employees or agents of any person (including merchants) involved in the Electronic Funds Transfer network;
- the loss occurs because any component of an access method was forged, faulty, expired or cancelled;
- the loss results from a transaction which occurred prior to you or another user receiving a Device or code required to access the account;
- the same transaction was incorrectly debited more than once to your account; or
- the loss results from any conduct expressly authorised by us (provided any conditions imposed have been met).

When you will be liable for loss due to unauthorised transactions

Where we can prove on the balance of probability that you contributed to the loss, you will be responsible for losses resulting from unauthorised transactions (refer to page 27 for details on

Safeguarding against unauthorised access to your account) in the following scenarios.

Scenario	What you will be liable for
<p>The losses occur before you notify us that a card or other Device used to access the account has been misused, lost or stolen or that the security of a PIN, password or other code used to access the account has been breached as a result of:</p> <ul style="list-style-type: none"> • fraud by any user; • any user voluntarily disclosing their PIN, password or other code; • any user recording or otherwise indicating one or more PIN, password or other codes on the outside of a card or other Device; • any user keeping a record of one or more PIN, password or other codes (without making any reasonable attempt to protect their security) on one article or on several articles which are kept with a card or other Device or which could be lost or stolen at the same time as the card or other Device; • any user keeping a record of PINs, passwords or other codes (without making any reasonable attempt to protect their security) which may be used without a card or other Device, on one article or on several articles which could be lost or stolen at the same time; • any user selecting or changing any of their PINs, passwords or other codes to one which represents their date of birth or a recognisable part of their name, despite us specifically instructing the user not to do so and bringing to their attention the consequences of their doing so; or • a user acting with extreme carelessness in failing to protect the security of all their PINs, passwords or other codes. 	<p>The actual losses which occur before you notify us that:</p> <ul style="list-style-type: none"> • the card or other device used to access the account has been misused, lost or stolen; or • the security of the PIN, password or other code used to access the account has been breached, but only if such breach was the dominant cause of the loss.
<p>The losses result from your unreasonable delay in notifying us after you become aware of the misuse, loss or theft of a card or other Device used to access an account or that the security of all the PINs, passwords or other codes used to access an account have been breached.</p>	<p>The actual losses which occur between when you become aware (or should reasonably have become aware in the case of a lost or stolen card or Device) and when you notify us.</p>

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Limits on your liability for losses

Even if losses occur in the previous scenarios you will not be liable for:

- that portion of any money that has been withdrawn from your account in any one day which is more than the applicable daily transaction limits;
- that portion of any money that has been withdrawn from your account in a period which is more than any other applicable periodic transaction limits;
- that portion of any money that has been withdrawn from your account which exceeds the balance of that account (including any pre-arranged credit) when the transaction occurs;
- that portion of any money that has been withdrawn from an account which we had not agreed with you could be accessed using the access method; and
- any amount recovered under the MasterCard scheme rules when you use a Debit MasterCard.

If a PIN, password or other code was needed to perform the unauthorised transactions and none of the circumstances above apply (that is, it cannot be proven on the balance of probability whether or not you contributed to the loss) you will be liable for the lesser of:

- (i) \$150;
- (ii) the balance of those account(s) (including any pre-arranged credit) from which funds were transferred in the unauthorised transactions and which we had agreed with you may be accessed using the access method; or
- (iii) the actual loss at the time you notify us (where relevant) that the card or other Device has been misused, lost or stolen or that the security of the PIN, password or other codes has been breached (excluding that portion of any money lost on any one day that is more than the applicable daily transaction or other periodic transaction limits).

When we may reduce your liability

Where you allege that a transaction is unauthorised and we have not placed a reasonable daily or periodic transaction limit, either we or an external dispute resolution body may decide to reduce your liability having regard to:

- whether the security and reliability of the means used by us to verify that the relevant transaction was authorised by you adequately protected you from losses in the absence of reasonable daily or other periodic transaction limits protection; and
- if the unauthorised transaction was a funds transfer that involved drawing on a line of credit accessible by the card, PIN, password or other code needed to perform the transaction (including drawing on repayments made to a loan account), whether at the time of making the line of credit accessible by the card, PIN, password or other code, we have taken reasonable steps to warn you of the risk of the card, PIN, password or other code being used to make unauthorised transactions on that line of credit.

Conditions of use for Bpay (not available with Deal Direct)

B_{PAY} (Bill Payment) lets you pay most bills over the telephone (Telephone Banking) or with NetBank. To register to use B_{PAY} you must first establish a password for Telephone Banking or register with NetBank. See pages 61 to 62 for details. Please note that Youthsaver customers cannot use B_{PAY} over the phone and NetBank Saver customers and Business Online Saver customers can not use B_{PAY}.

What to give us when you make a B_{PAY} transaction

You will need to provide the following accurate information so that we can process a B_{PAY} payment.

Billers code (printed on your bill near the B _{PAY} logo)	✓
Customer reference number (printed on your bill near the B _{PAY} logo)	✓
Details of the account from which you wish to make the payment	✓
Amount of the payment to be made	✓
Date on which the payment is to be made (only if the user is scheduling a future payment with NetBank)	✓

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What happens if I enter incorrect information?

You must be careful to tell us the correct amount to be paid. If you tell us to make a payment and later you discover that:

- an amount was not paid in accordance with your instructions – then you should call **13 2221** and talk to a customer service officer;
- the amount you told us to pay was less than the required amount – then you can make another B_{PAY} payment to the Biller to make up the difference;
- the amount you told us to pay was more than the required amount – then you should call **13 2221** and talk to a customer service officer. We will attempt to recover the overpayment on your behalf, however, recoveries are performed on a best endeavours basis and if after 20 business days we are unsuccessful, you will need to ask for a refund from the payment recipient; or
- the account, Biller code or customer reference number was incorrect – then you should call **13 2221** and talk to a customer service officer.

Can I cancel a B_{PAY} transaction?

We cannot stop any B_{PAY} transaction once you have entered the relevant data, and given the instruction to process the payment.

What happens if a Biller cannot process a B_{PAY} payment?

If we are advised that a B_{PAY} payment cannot be processed by a Biller, we will advise the user of this and credit your account with the amount of the B_{PAY} payment. We will also assist the user to make a valid B_{PAY} payment.

What you agree to when using B_{PAY} View – (not available with Deal Direct)

B_{PAY} View lets you receive some bills electronically instead of by mail. You can view and then pay these bills using NetBank. (Refer to page 62 for details on how to register to use B_{PAY} View. You must tell us if your contact details (including email address) change. When you register to receive a bill or statement electronically through B_{PAY} View, you represent that you are entitled to receive that bill or statement from the applicable Biller.

You agree to	That means you
Receive bills and statements electronically	Agree that any electronic bill or statement you receive using B _{PAY} View satisfies any legal obligations a Biller has to provide you with bills and statements.
Access B _{PAY} View regularly to receive your electronic bills and statements	Agree to check your emails and/or our NetBank web site at least weekly; Agree to ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available); Agree to tell us if you or any user is unable to access your email, our NetBank web site or a link to a bill or statement for any reason; Agree that a bill or statement is deemed to have been received by you if a notification that you have a bill or statement is sent to your server at the email address nominated by you, whether or not you choose to access your email; or a notification that you have a bill or statement is posted on our NetBank web site, whether or not you choose to access our NetBank web site; and Agree that a bill or statement will not be deemed to have been received by you if we receive notification that: your mailbox is full; or you cannot receive an email notification; or an email notification to you is returned to us undelivered.

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You agree to	That means you
Disclose personal and transactional information as needed to facilitate the BPAY View process	<p>Agree to disclose any personal information (e.g. your name, email address and the fact that you are our customer) that is needed to enable Billers to verify that you have registered to receive bills and statements electronically using BPAY View or have cancelled your BPAY View registration;</p> <p>Agree to disclose any of your transactional information that is needed to process your BPAY Payments and any user's use of BPAY View;</p> <p>Agree to allow data to be collected by us or your nominated Biller(s) about whether you access your emails, our NetBank website and any link to a bill or statement;</p> <p>Agree to notify us of any changes to your personal information;</p> <p>Agree to disclose any updates to your personal information to all other participants in the BPAY Scheme referred to underneath this table, as necessary; and</p> <p>Agree to disclose to a Biller that an event referred to on page 38 "Receiving paper bills and statements instead of electronic ones" has occurred.</p>

Personal and transactional information will only be disclosed to: the Bank; BPAY Pty Ltd; the Billers nominated by you; these Billers' financial institutions; any agent appointed by BPAY Pty Ltd to provide the electronic systems needed to implement the BPAY Scheme (e.g. Cardlink Services Limited). The Bank does not store the personal information you provide to register with BPAY View with a particular Biller. You can request access to your personal and transactional information held by the Bank, BPAY Pty Ltd or its agent, Cardlink Services Limited.

Availability of electronic statements and bills

Except as expressly provided for in the Terms and Conditions in this section, we accept no responsibility to arrange for or ensure that any Biller with whom you register to receive bills and statements using BPAY View actually makes those bills or statements available to you.

If you fail to receive bills and statements from a Biller or the bill or statement is not available to be viewed using BPAY View, you must

contact the applicable Biller to obtain a paper bill or statement.

Suspending or cancelling BPAY View

If, at any time, continued use of the BPay View service may cause loss to you or us, or if the Bank elects not to continue with the service, we may:

- suspend or cancel use of BPAY View entirely or in relation to a particular Biller; and
- suspend or cancel your registration to use BPAY View without prior notice. We will advise you of such suspension or cancellation via the most appropriate means, which may include by notification to your email address or by posting a notice on NetBank.

Using NetBank to store and delete bills and statements

Unless you delete the bills and statements delivered to you through our NetBank website, they remain accessible for a period determined by the Biller (up to 18 months). After this set period they will be deleted, whether they have been paid or not.

The maximum number of bills and statements available to through our NetBank website is 150. If you reach this number and a new bill or statement is delivered to you, the oldest bill (according to the time of delivery) will be deleted by us.

What happens if there is problem with BPAY View?

If, as a result of an act or omission by you or any user or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View, a bill or statement is:

- not delivered to you on time or at all (other than because you failed to view an available bill);
- delivered to the wrong person;
- delivered with incorrect details; or
- delivered to you after you have unsuccessfully attempted to deregister from using BPAY View.

you must contact the applicable Biller to advise them of the error and if applicable obtain a correct paper bill or statement as soon as you become aware of the error.

You are responsible for any charges or interest which are payable to the Biller due to any late payment as a consequence of such error. Please contact the Biller directly

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if you have any queries in relation to bills or statements.

Receiving paper bills and statements instead of electronic ones

You may receive from the applicable Biller paper bills and statements instead of electronic bills and statements, although the Biller may charge a fee where you request a paper bill in addition to an electronic version.

Unless we are also the applicable Biller, we accept no liability to provide you with a paper bill or statement in any of the following circumstances:

- a. if you or the Biller deregister from B_{PAY} View;
- b. if we receive notification that your mailbox is full or that you cannot receive any email notification of a bill or statement;
- c. if our email to you is returned to us undelivered, e.g. your email address is incorrect or cannot be found;
- d. if we are aware that you are unable to access your email or our NetBank web site or a link to a bill or statement for any reason; or
- e. if any function necessary to facilitate B_{PAY} View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.

However, we will take all reasonable steps to advise the applicable Biller of the circumstances, unless the Biller already knows about them.

We may disclose that the above circumstances have occurred to the institutions listed on page 36.

Changes to Terms and Conditions for Card and Electronic Access

Our obligation to give you advance notice as specified below does not apply if changes are required in an emergency to restore or maintain the security of our electronic banking systems or individual accounts.

Change	Minimum number of days' notice	Method of notice
Introduce or increase a fee or charge relating solely to the use of or the issue of any additional or replacement cards, PINs, passwords or other codes used to access your account.	30 days	In writing* unless we cannot locate you.
Increase your liability for losses relating to transactions using a card, PIN, password or other code (subject to the liability limits established in these terms and conditions).	30 days	In writing* unless we cannot locate you.
Introduce, remove or adjust the daily transaction limit or other periodical transaction limits applying to the use of your card, PIN, password, other code, an account or electronic equipment.	30 days	In writing* unless we cannot locate you.
Any other change.	Before the day of change	In writing* or by advertisement in the national or local media.

If there are a lot of important or a sufficient number of cumulative changes, we will issue a new brochure setting out all the changes made to the Terms and Conditions in this brochure.

We will also give you notice of the variation with an account statement (as applicable).

* If you receive electronic statements and notices, we may provide the notice by email or on NetBank and send you a notification email to tell you it's available to be viewed in NetBank.

Section 2: Terms and Conditions

Severance

If any part of any of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these Condition of Use will continue to apply as if the void or unenforceable part had never existed.

Customer information and privacy

Collection and verification of customer information

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

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

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

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

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

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

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

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

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

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

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

Protecting customer information

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

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

Other disclosures

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

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

Section 2: Terms and Conditions

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

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

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

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

We may send customer information overseas if:

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

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

Access to your personal information

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

Customer Relations
Commonwealth Bank
Reply Paid 41
Sydney NSW 2001

We may charge you for providing access.

Further information

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

Section 2: Terms and Conditions

Transaction Fees for Personal Accounts	Fees that you pay when you withdraw funds electronically from personal transaction accounts.	Page 45
Transaction Fees for Business Accounts	Fees that you pay when you withdraw funds electronically from business transaction accounts.	Page 45
Transaction Fees for Personal Loans	Fees that you pay when you withdraw funds from personal loan accounts.	Page 46
Transaction Fees for Home Loans	Fees that you pay when you withdraw funds from home loan accounts.	Page 48
NetBank Service Fees	Fees that may be charged for some NetBank services.	Page 50
Business Plan	An optional Fee Plan for NetBank business customers.	Page 54
Government Charges	Governments may levy different types of charges on your account.	Page 54

Transactions Fees for Personal Accounts

Please refer to the Transaction, Savings and Investment Accounts Terms and Conditions brochure for the fees and charges relating to the following personal accounts:

- Debit MasterCard® Transaction Account (Smart Access and Complete Access);
- Streamline Account;
- Pensioner Security Account;
- Savings Investment Account (no longer available for sale);
- Youthsaver Account;
- NetBank Saver Account;
- AwardSaver Account;
- Cash Investment Account;
- Passbook Savings Account (no longer available for sale);
- High Performance Cash Account (no longer available for sale); and
- Cash Management Call Account (no longer available for sale).

The Transaction, Savings and Investment Accounts Terms and Conditions brochure can be obtained by calling **13 2221**, visiting your local Commonwealth Bank branch or visit our website commbank.com.au.

Transactions Fees for Business Accounts

Please refer to the Business Cheque and Savings Accounts General Information and Terms and Conditions brochure for the fees and charges relating to the following business accounts:

- Standard Business Cheque Account (interest bearing and non-interest bearing options);
- Business Transaction Account;
- Premium Business Cheque Account;
- Society Business Cheque Account; and
- Business Online Saver Account.

The Business Cheque and Savings Accounts General Information and Terms and Conditions brochure can be obtained by calling **13 1998**, visiting your local Commonwealth Bank branch or visit our website commbank.com.au.

© The MasterCard® brand name is registered trademark of MasterCard International Incorporated. Smart Access and Complete Access are options of the Debit MasterCard Transaction Account.

Transactions Fees for Personal Loans

Name of Fee and Description	Amount of fee to account?	When fee is charged
<p>Repayment Redraw Fee (Variable Rate Personal Loans only)</p> <ul style="list-style-type: none"> The Repayment Redraw Fee is payable on each drawing made under the Repayment Redraw Facility. 	<p>\$0.00 if the withdrawal is processed electronically (NetBank service fees may apply) \$10.00 if the withdrawal is processed via any Commonwealth Bank branch.</p>	<p>The fee is charged to the account at the time of the withdrawal or enquiry.</p>
<p>Recent Transaction List Fee</p> <p>A recent transaction list fee is charged for each recent transaction list issued by a Commonwealth Bank Automatic Teller Machine.</p>	<p>AUD\$0.50</p>	
<p>Access Fees (overseas transactions)</p> <ul style="list-style-type: none"> An access fee is charged for each withdrawal (including a redraw under the Repayment Redraw Facility of a Personal Loan) or account balance enquiry you make through the automatic teller machines of ASB Bank in New Zealand, Commonwealth Bank in Indonesia and Commonwealth Bank in Vietnam. An access fee is charged for each withdrawal (including a redraw under the Repayment Redraw Facility of a Personal Loan), purchase or account balance enquiry made overseas through the Maestro and Cirrus or Visa Plus networks of electronic terminals (or any purchase using your Debit MasterCard overseas or that involves currency conversion). 	<p>AUD\$2.00</p> <p>Maestro (EFTPOS) or Debit MasterCard purchase transaction AUD\$1.00 plus 2.00% of the transaction value. From 27/8/2010 - 3% of the transaction value.</p> <p>Cirrus, MasterCard or Visa Plus ATM balance enquiry AUD\$2.00</p> <p>Cirrus, MasterCard or VISA Plus ATM cash withdrawal AUD\$5.00 plus 2.00% of the transaction value. From 27/8/2010 - AUD\$5.00 plus 3% of the transaction value.</p>	

Note: The Bank does not charge Access Fees on withdrawals or account balance enquiries on transaction and savings accounts (including MISA), home loans, investment home loans, lines of credit and personal loans through non-Commonwealth Bank ATMs in Australia. However, ATM owners may charge a fee, which will be disclosed at the time of the transaction. If you proceed with the transaction, the ATM owner's fee will be debited to your account (in addition to the withdrawal amount, if applicable). You should check the ATM owner's fees that apply carefully before completing transactions at non-Commonwealth Bank ATMs in Australia.

No fee is charged for any transaction that fails, either as a result of customer or network error.

For Foreign Currency Transactions

Visa International (VISA) converts purchases and withdrawals in foreign currencies into Australian dollar equivalents at the rates set by Visa on the day Visa processes the purchases or withdrawals. MasterCard International Incorporated (MasterCard) converts purchases and withdrawals in United States dollars into Australian dollar equivalents, and converts purchases and withdrawals in other foreign currencies into United States dollar equivalents and then into Australian dollar equivalents, at the rates set by MasterCard on the day MasterCard processes the purchases or withdrawals.

Withdrawals made at the ATMs of ASB Bank in New Zealand and Commonwealth Bank in Vietnam are converted by the Commonwealth Bank into Australian dollar equivalents at a rate set by us on the day the transaction is processed. Withdrawals made at the ATMs of Commonwealth Bank in Indonesia are converted into Australian dollar equivalents by Commonwealth Bank in Indonesia at a rate set by them on the day the transaction is processed.

Section 3: Fees and charges

Transactions Fees for Home Loans, Investment Home Loans, Viridian Line of Credit, Line of Credit and Mortgage Interest Saver Accounts (MISA)

Name of Fee and Description	Amount of fee to account?	When fee is charged
<p>Drawing Fee (Home Loans and Investment Home Loans only)</p> <ul style="list-style-type: none"> A Drawing Fee is payable on each withdrawal (including a redraw under the Repayment Redraw Facility of a home loan/investment home loan) made from a home loan/investment home loan. 	<p>On home loans/investment home loans at a base variable rate: \$50.00 On all other eligible home loans investment home loans: \$0.00 if the withdrawal is processed electronically (NetBank service fees may apply) \$5.00 if the withdrawal is processed via any Commonwealth Bank branch.</p>	The fee is charged to the account at the time of the withdrawal or enquiry.
<p>Recent Transaction List Fee</p> <p>A recent transaction list fee is charged for each recent transaction list issued by a Commonwealth Bank Automatic Teller Machine.</p>	AUD\$0.50	
<p>Access Fees (overseas transactions)</p> <ul style="list-style-type: none"> An access fee is charged for each withdrawal (including a redraw under the Repayment Redraw Facility of a home loan/investment home loan) or account balance enquiry you make through the automatic teller machines of ASB Bank in New Zealand, Commonwealth Bank in Indonesia and Commonwealth Bank in Vietnam. An access fee is charged for each withdrawal (including a redraw under the Repayment Redraw Facility of a home loan/investment home loan), purchase or account balance enquiry made overseas through the Maestro and Cirrus or Visa Plus networks of electronic terminals (or any purchase using your Debit MasterCard overseas or that involves currency conversion). 	<p>AUD\$2.00</p> <p>Maestro (EFTPOS) or Debit MasterCard purchase transaction AUD\$1.00 plus 2.00% of the transaction value. From 27/8/2010 - 3% of the transaction value.</p> <p>Cirrus, MasterCard or Visa Plus ATM balance enquiry AUD\$2.00</p> <p>Cirrus, MasterCard or VISA Plus ATM cash withdrawal AUD\$5.00 plus 2.00% of the transaction value. From 27/8/2010 - AUD\$5.00 plus 3% of the transaction value.</p>	

Note: The Bank does not charge Access Fees on withdrawals or account balance enquiries on transaction and savings accounts (including MISA), home loans, investment home loans, lines of credit and personal loans through non-Commonwealth Bank ATMs in Australia. However, ATM owners may charge a fee, which will be disclosed at the time of the transaction. If you proceed with the transaction, the ATM owner's fee will be debited to your account (in addition to the withdrawal amount, if applicable). You should check the ATM owner's fees that apply carefully before completing transactions at non-Commonwealth Bank ATMs in Australia.

No fee is charged for any transaction that fails, either as a result of customer or network error. Withdrawals as a result of direct debit requests are not permitted from Home Loan Accounts, Investment Home Loan Accounts, Personal Loan Accounts or from MISA.

Viridian Line of Credit/Line of Credit Loans only

Refer to table on pages 50 to 53 for other NetBank specific fees.

For Foreign Currency Transactions

Visa International (Visa) converts purchases and withdrawals in foreign currencies into Australian dollar equivalents at the rates set by Visa on the day Visa processes the purchases or withdrawals. MasterCard International Incorporated (MasterCard) converts purchases and withdrawals in United States dollars into Australian dollar equivalents, and converts purchases and withdrawals in other foreign currencies into United States dollar equivalents and then into Australian dollar equivalents, at the rates set by MasterCard on the day MasterCard processes the purchases or withdrawals. Withdrawals made at the ATMs of ASB Bank in New Zealand and Commonwealth Bank in Vietnam are converted by Commonwealth Bank into Australian dollar equivalents at a rate set by us on the day the transaction is processed. Withdrawals made at the ATMs of the Commonwealth Bank in Indonesia are converted into Australian dollar equivalents by Commonwealth Bank in Indonesia at a rate set by them on the day the transaction is processed.

Section 3: Fees and charges

NetBank service fees

The fees below may apply to your use of NetBank.

These fees may be charged in addition to any other applicable fee described in this brochure.

Name of Fee and description	Amount of fee	When fee is charged to account
Third party payments within a transfer group[#]		
Third party payments are free except for each third party payment within a transfer group in excess of 3 per calendar month. Note: A transfer group is a pre-defined batch of payees, which enables more than one payment to be made with a single debit transaction to your account. A typical use would be for payroll. A transfer group can contain both third party and linked accounts. You will only be charged for the third party payments within a transfer group.	\$0.50 each	The fee is charged when each additional third party payment within a transfer group is processed and will be debited to the account from which the third party payment is made, unless fees cannot be charged to that account or you nominate a fee account.
File Imports		
A fee is charged each time you import payments into NetBank from a file (such as MYOB).	\$2.50 per import	The fee is charged when the file is imported and will be debited to an account nominated by you.

[#] Accounts contained within a Package Agreement are exempt from the NetBank Service fees for third party payments made within a transfer group.

Name of Fee and description	Amount of fee	When fee is charged to account
International Money Transfers (IMT)		
IMT fee	Up to \$22.00 each ¹	The fee is charged when each transfer is processed and will be debited to the account from which the transfer is made.
Amendment to detail	\$25.00 each	This fee is charged when you request amendments to the original IMT (i.e. beneficiary name, bank details or address) including when the overseas bank is unable to effect payment on the information originally provided.
IMT advice of fate (trace) fee ²	\$20.00 each	The fee is charged when each trace request is received and will be debited to the account from which the transfer was made.
Cancellation and return of cover fee ^{2,3}	\$35.00 each	The fee is charged if you request to cancel an IMT where it has already been submitted, but has not yet been transferred to the beneficiary. This fee will be debited to the account from which the transfer was made.
Unpaid Scheduled Payments Fee		
A dishonour fee applies if there are insufficient available funds to make a Scheduled Payment.	\$5.00 each	The fee is charged to the account if we are unable to debit the account after 5 attempts. ⁴

- 1 Depending on the destination country and the delivery method selected (if applicable).
- 2 Messages sent to certain countries can require several follow-ups which are charged at \$10 per follow up message sent.
- 3 This is a request only and is dependent on the overseas bank obtaining the relevant debit authority to be able to return funds. If funds are returned in foreign currency they will be converted on the next business day using the telegraphic transfer buy rate.
- 4 NetBank will make the first attempt on the day on which your schedule is due; however further attempts will be made by NetBank on subsequent business days.

Section 3: Fees and charges

Name of Fee and description	Amount of fee	When fee is charged to account
Trace Fee		
If you request confirmation that a third party payment was received at the destination account.	\$25.00 per Transaction	The fee is charged when you request the Bank to initiate the trace.
Recovery Fee		
If you request the Bank to attempt a recovery of a third party payment. Charged in addition to the trace fee. Note, recoveries are performed on a best endeavours basis and the fee is levied whether recovery is successful or not.	\$25.00 per transaction	The fee is charged when you request the Bank to attempt recovery.
Rejected Transaction Fee		
A fee is charged for each payment transaction(s) that is rejected due to invalid destination account details.	\$2.50 per transaction	The fee is charged when the payment is rejected and will be debited to the account from which the payment is made or a nominated account for fees and charges.
Stop Cheque Fee		
When you ask us via NetBank to stop payment on a cheque you have written.	\$15 per request ⁵	The fee is charged to the account when you request the Bank to stop payment.

⁵ A request is defined as a cheque or a range of cheques with consecutive serial numbers on the same account, requiring payment to be stopped at the same time.

Name of Fee and description	Amount of fee	When fee is charged to account
Replacement NetCode Token Fee		
When you tell us that your NetCode Token has been lost, stolen or broken.	The first replacement NetCode Token is free. If you require more than one replacement token within any 12 month period from the date you register your first token, a charge of \$25 per token applies.	The fee is charged when you request a replacement NetCode Token.

Business Plan

Customers may choose the NetBank Business Plan and pay a flat fee of \$8.00 per month which includes unlimited:

- third party payments within a transfer group (see page 50 for the transfer group definition);
- file imports; and
- additional logins.

If you choose the NetBank Business Plan, the fee will be charged monthly in arrears on the same day that you first registered for NetBank and will be debited to an account nominated by you (if you don't nominate an account, the fee will be charged to an account selected by the Bank). Standard withdrawal fees may also apply. The Business Plan applies only to the nominated NetBank Client Number (and associated additional logins).

Government Charges

Any Government taxes, duties and charges that accrue in a calendar month will be charged to your account on the first business day of the following month.

Meaning of words

If we use an example to show the meaning of a word, the meaning of the word is not limited to that one example or examples of a similar kind. A reference in this document to the singular includes the plural and vice versa.

Account

Any account with access to Electronic Banking.

Access Method

A method we make available to users in order for them to give us instructions which we will rely on and act on to debit or credit an EFT account. An access method involves the use of components including Devices, identifiers and codes or a combination of these. It does not include a method where the comparison of the appearance of a manual signature with a written specimen is the principal means of authenticating a user's authority to give the instruction.

Account access service

A service for the purposes of which either or both of the following apply:

- a) the user must provide one or more codes to a service provider to enable the service provider or another person to access accounts at an account institution on the user's behalf; or
- b) the user must record or store one or more codes in a manner required by the service provider to facilitate the user, the service provider or another person acting on your behalf to access an account at an account institution using that code or codes (for example, if we [acting as a service provider] provide the user with a software wallet to store codes and the wallet is used by the user or us to access an EFT account).

Account holder

The person(s) in whose name the account is held.

Ancillary equipment

Any equipment as specified by us that users will require to utilise an account access service.

Authorisation

The process some merchants follow to confirm there are sufficient funds available in the account for the transaction.

Section 3: Fees and charges

Biller

An organisation which issues bills to customers, which customers can pay through the B_{PAY} Scheme.

B_{PAY} Payment

A payment to a B_{PAY} Biller through the B_{PAY} Scheme.

B_{PAY} Scheme or B_{PAY}

The electronic payments scheme through which a user may instruct us to make payments (B_{PAY} Payments) on your behalf to organisations (Billers) who have advised that you can make payments to them through this scheme. We will tell you if we cease to be a member of the B_{PAY} Scheme.

B_{PAY} View

A scheme through which you can receive or access bill summaries or access bill statements electronically from participating Billers nominated by you. You may access such bill summaries through NetBank.

B_{PAY} and B_{PAY} View are registered trademarks of B_{PAY} Pty Ltd ABN 69 079 137 518.

Business Day

A day that is not:

- a Saturday or Sunday; or
- a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done.

Client Number

Means the number we give you which, together with your password, allows you to access your account through the Internet banking service that we may offer you from time to time. Apart from you and us, no one else should know your client number. A client number is a “code” as referred to in the EFT Code.

Code

Information (for example, a PIN, password, answers to your Personalised Identification Questions) which:

- is known to a user and is intended to be known only to the user, or only to the user and us;
- we require the user to keep secret; and which
- the user must provide (in any manner which we approve) to or through a Device or electronic equipment in order to access an EFT account.

Communication Network

The communication network through which we make a service available to you from time to time.

Deal Direct

The Commonwealth Bank's Automated Treasury Service, which you access by calling **13 1523**.

Device

A physical device used with electronic equipment to access an EFT account.

e-banking

A range of banking services that utilise electronic equipment including Telephone Banking, NetBank, ATMs, Debit MasterCard, Keycards, B_{PAY} and B_{PAY} View, EFTPOS, Maestro/Cirrus, MasterCard and Visa Plus and Automated Funds Transfers (AFTs).

EFT Account

An account for your personal use (not being an account designed primarily for use by a business and established for business purposes) maintained by us, and which belongs to an identifiable account holder who is a customer of ours and which we permit a user to initiate an EFT transaction from or to, other than through QuickLine and Diamond Services online services. Transactions using QuickLine and Diamond Services are subject to separate terms and conditions.

EFT Transaction

A funds transfer either from or to an EFT account and which is initiated by the giving of an instruction through electronic equipment using an access method.

Electronic Equipment

Includes electronic terminal, computer, television and mobile telephone.

Eligible Pension or Allowance

Includes Age Pension, Disability Support Pension, Carer's Pension, Wife's Pension, Widow's Pension, Veteran's Pension, Mature Age Pension.

Inactive Account

When no customer-initiated transactions are made on the account for six complete consecutive calendar months.

Meaning of words

MasterCard Scheme Rules

MasterCard International Incorporated's debit card rules which apply to all transactions you process with your Debit MasterCard using the 'credit' option.

Mobile phone

A mobile telephone or other compact telecommunications device you use to perform banking transactions.

NetCode

A random generated number, provided as a result of using either a NetCode Token or NetCode SMS.

NetCode SMS

A Bank generated NetCode received through your mobile phone to facilitate Two Factor Authentication.

NetCode Token

Is a Device that generates a NetCode and is used to facilitate Two Factor Authentication.

Our

Belonging to the Commonwealth Bank of Australia
ABN 48 123 123 124.

Packages

Eligible Wealth Package, Wealth Package Plus, Mortgage Advantage (MAV) and Mortgage Advantage Plus (MAV Plus) customers on accounts contained in the package agreement.

PayPass™

A way to pay for a purchase by tapping your Debit MasterCard on a special *PayPass* reader. If your purchase is \$35.00 or under, there is no need to sign a receipt or enter a PIN.

Pensioner

A retired person or independent retiree who is at least 55 years of age, or in receipt of an eligible pension or allowance from the Commonwealth Department of Family and Community Services or Department of Veterans' Affairs.

Personalised Identification Questions

Pre-arranged security questions that may be asked when you wish to perform certain transactions or use certain functions in NetBank. The correct answers must be provided or the transaction cannot be made or that function used.

PIN

Personal Identification Number.

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

Schedule (NetBank Only)

A request for a payment or transfer of funds for processing at a future date nominated by you.

Statement Period

Each period for which we draw up a statement of your account or would have drawn up a statement if:

- you and each other user had kept to these Terms and Conditions; or
- there had been a transaction (other than our writing off an amount you owed us) on your account since the date we last drew up a statement.

Transaction

Means an EFT transaction.

Transfer

Transfer of funds that you instruct us to make to any of your linked Commonwealth Bank accounts, your Commonwealth Bank Traveller's Cash card, or other financial institution transaction accounts (excluding Home Loans, Personal Loans and credit cards).

Two Factor Authentication

Is where your NetCode is required to authenticate you as a user in combination with your existing Client Number and password.

Meaning of words

User

Includes you and any person authorised by you to perform EFT transactions on your EFT account.

VoIP (Voice Over Internet Protocol)

Involves the transmission of telephone calls via the Internet. Please refer to page 11 for more information.

We, Us and the Bank

Commonwealth Bank of Australia ABN 48 123 123 124.

You And Your

The account holder. In the case of Youthsaver only also includes parent/guardian or other adult who signed the application form to open the account.

Where to get help

I want to	Who to contact
Get help understanding something in this brochure.	Call 13 2221 (24 hours a day, 7 days a week), or visit your local Commonwealth Bank branch.
Activate my Debit MasterCard, Keycard or credit card	If calling from overseas call 61 13 2221 .
Request a higher daily electronic banking withdrawal limit.	
Obtain the balance on my account.	
Establish a password for Telephone Banking.	
Report a Debit MasterCard, credit card or Keycard lost or stolen in Australia	
Request a statement to be sent more frequently.	
Request a copy of the Bank's privacy policy.	
Advise of a change in personal details.	
Report a Debit MasterCard, credit card or Keycard lost or stolen when overseas	Call 61 13 2221 (24 hours a day, 7 days a week), or notify any financial institution displaying the sign for that brand of card (e.g. MasterCard sign), or phone the relevant hotline number listed in our Credit Cards Conditions of Use brochure, or visit our website: commbank.com.au
Report unauthorised transactions on my account.	Call 13 2221 (24 hours a day, 7 days a week), or visit your local branch, or if calling from overseas 61 13 2221 .
Obtain a Youthsaver application form.	Call 13 2221 (24 hours a day, 7 days a week), or visit any school participating in Student Banking.

I want to	Who to contact
Obtain details of the Bank's current fees.	Call 13 2221 (24 hours a day, 7 days a week), or visit your local branch, or visit our website: commbank.com.au
Obtain current interest rates and special interest rate offers.	
Register to use NetBank.	Call 13 2221 option 4 (24 hours a day, 7 days a week), or visit NetBank on our website: commbank.com.au/netbank
Get help with using NetBank.	Call 13 2221 option 4 (24 hours a day, 7 days a week) or if calling from overseas call 61 13 2221 option 4 .
Register to use BPAY View	Call 13 2221 option 4 (24 hours a day, 7 days a week), or register on our website: commbank.com.au/netbank
Find out more about BPAY	Call 13 2221 (24 hours a day, 7 days a week).
Telephone Banking for hearing or speech impaired customers	Contact the Bank via the National Relay Service (24 hours, 7 days): - TTY users phone 133 677 then ask for 13 2221 - Speak and Listen (speech-to-speech relay) users phone 1300 555 727 then ask for 13 2221 - Internet relay users connect to the National Relay Service (via relayservice.com.au) and then ask for 13 2221)
Get help with EFTPOS terminals	The EFTPOS Helpdesk on Freecall ¹ (1800 022 966 is available 24 hours a day, 7 days a week).

I want to...	Who to contact...
Get help moving to Australia	Contact International Customer Service by visiting our website commbank.com.au/movingtoaustralia or if in Australia call Freecall ¹ 1800 188 888 (24 hours a day, 7 days a week), or if overseas call 61 2 9762 0920 (24 hours a day, 7 days a week)
Make a complaint to Customer Relations, or contact them to access personal information	Write or fax your letter to: Customer Relations Department, Commonwealth Bank Group, Reply Paid 41 Sydney NSW 2001 (fax: 1800 028 542), or Freecall ¹ 1800 805 605 (unless made from a mobile). You can also email your complaint by completing the e-form on the website: commbank.com.au/contactus/comment.asp
Take a complaint to the Ombudsman	Write or fax your letter to: Financial Ombudsman Service GPO, Box 3, Melbourne Victoria 3001 (fax: 03 9613 6399), or call 1300 780 808 . Or visit their website www.fos.org.au
General branch opening hours:	Monday to Thursday: 9.30am to 4pm. Friday: 9.30 am to 5pm. For the convenience of our customers several branches open beyond these standard hours and on weekends. Please visit our website commbank.com.au/find-us for details.

1 A free call unless made from a mobile, which will be charged at the applicable rate.

