

# Electronic Banking

23 November 2020

## Terms and conditions

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**.

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

**Commonwealth**Bank



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# Section 1: About these Terms and Conditions

<b>What is Electronic Banking?</b>	We explain the meaning of the term Electronic Banking (e-banking) and what conditions apply when you make transactions through electronic equipment.	Page 1
<b>Contractual relationship</b>	We outline the contractual relationship you enter with us if you decide to open an EFT account.	Page 2
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## What is Electronic Banking?

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

- Telephone Banking;
- NetBank (Internet banking);
- Mobile phone and tablet applications;
- BPAY and BPAY View;
- ATM;
- Debit Mastercard and Business Visa Debit Card;
- Keycard (debit card);
- Tap & Pay;
- EFTPOS terminals;
- Maestro/Cirrus, Mastercard, Visa PayWave™ and Visa Plus networks;
- AFT (Automated Funds Transfer)
- Change Exchange Machine Services through Change Exchange Machine Terminals.

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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.\*

\* Regular system upgrades may limit access to your accounts through some services.

### Using electronic equipment

When you make a transaction with electronic equipment 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 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 account, products and/or services being used. The Electronic Banking Terms and Conditions reflect the ePayments Code which we have adopted. We warrant that we will comply with the ePayments Code. The ePayments Code is not applicable to purchase transactions using your Debit Mastercard or Business Visa Debit Card where you sign to authorise the transaction (but chargeback protection may be available in that situation). See pages 18 & 19 for 'Chargeback' information;
- may be directed to any one of the accounts that is linked to your card, PIN, device, 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.

These terms and conditions apply to instructions and information you give to us through NetBank.

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 other 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 51 to 56, together with a list of useful contact numbers (on pages 57 to 59) 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 31 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 dependent 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

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indemnity, we ask you to indemnify us (that is, ultimately bear the risk) of any unauthorised transactions on your account arising as 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 – e.g., 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.

### Special risks relating to Electronic Banking

- While electronic banking allows you to transact simply using your electronic equipment 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 ‘Liability for transactions’) 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 or other means of electronic banking on your behalf. For example, you may be led to believe that you are inputting your codes into NetBank or the CommBank app, while in fact you are disclosing your codes to a third party hosting a hoax website or app.

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).

Your access to NetBank and other means of electronic banking may be suspended if we detect or suspect unusual activity which may be the result of malware or a computer virus, ID takeover or phishing. The Bank reserves the right to withhold access to NetBank and other means of electronic banking where we continue to detect malware or a computer virus, or you refuse to follow our Help Desk's recommendations provided to you to assist with the removal of malware and/or computer viruses from your computer.

### **Banking Code of Practice**

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

The Banking Code of Practice (the Code) sets out the standards of practice and service in the Australian banking industry for individual and small business customers, and their guarantors.

#### Where to obtain a copy of the Banking Code of Practice

- Any branch of the Commonwealth Bank or ask your relationship manager
- Call **13 2221**
- Visit our website **[commbank.com.au](http://commbank.com.au)**

### **Acceptable use policy**

You may not use Electronic Banking to engage in conduct that, in our opinion:

- is unlawful;
- interferes with any other person's access to Electronic Banking;
- is defamatory, harassing or threatening to any person;
- promotes or encourages physical or mental harm of any person;
- promotes violence against any person; or
- threatens or promotes terrorism.

In the event that you fail to comply with our Acceptable Use Policy as detailed above, the Bank may without notice and immediately or at any time: (a) refuse to process or complete any transaction or dealing of yours and/or (b) suspend or discontinue your access to Electronic Banking.

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<b>Ways to access your account</b>	Find out more about the e-banking services available to you, as well as account access methods such as cards, PINs and passwords.	Page 7
Using VoIP	What you need to consider when using VoIP (Voice over Internet Protocol)	Page 13
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<b>Special conditions apply when using NetBank or the CommBank app on your mobile phone or tablet device</b>	Find out more about the special conditions when using NetBank on your mobile phone or tablet device.	Page 14
<b>Using your Debit Mastercard or Business Visa Debit Card</b>	We explain network selection, when you can choose the 'credit' or 'savings' options to access your funds. We also tell you about authorisations, recurring transactions, refunds and claiming a chargeback.	Page 17
<b>Sending you electronic communications</b>	Find out when we provide notices and account statements electronically.	Page 20
<b>Making e-banking transactions</b>	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 22
<b>Disputes</b>	How we handle complaints and disputes.	Page 27



<b>Safeguarding your account against unauthorised access</b>	What you must do to protect your account. Find out more about safeguarding cards, PINs and passwords.	Page 29
<b>Liability for transactions</b>	We explain when you are liable for transactions on your account and your liability in the event of unauthorised transactions.	Page 33
<b>Conditions of use for BPAY</b>	Terms and Conditions that apply when you use BPAY to pay your bills.	Page 37
<b>What you agree to when using BPAY View</b>	Terms and Conditions that apply when you use NetBank to access bills using our BPAY View facility.	Page 38
<b>Changes to Electronic Banking Terms and Conditions</b>	When we tell you about any changes we may make to your Terms and Conditions and how we keep you informed.	Page 42
<b>Customer information and privacy</b>	How we safeguard your privacy or why the Bank collects and may disclose your personal information.	Page 44

For the meaning of key words included in this section, refer to the 'Meaning of words' on pages 51 to 56.

### **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 57 to 59 for contact details.

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<b>Debit Mastercard or Business Visa Debit Card purchases</b>	Use your Debit Mastercard or Business Visa Debit Card to pay for purchases wherever Debit Mastercard or Visa is accepted worldwide (including by mail order, telephone or online).
<b>Debit Mastercard or Business Visa Debit Card, Keycard and linked credit card access via ATMs</b>	Use your Debit Mastercard or Business Visa Debit Card, Keycard or linked credit card to conduct banking transactions at a wide range of ATMs in Australia, New Zealand, Indonesia and Vietnam.
<b>EFTPOS</b>	Use your Debit Mastercard, Business Visa Debit Card or Keycard to pay for purchases or withdraw cash at the same time (at the retailer's discretion).
<b>Maestro/ Cirrus, Mastercard, or Business Visa Debit Card and Business Visa Debit Card Plus</b>	Maestro is an international EFTPOS system, that is available to those customers who have a Keycard issued prior to 11 June 2018. This feature is no longer offered for new Keycards. Cirrus and Business Visa Debit Card Plus are international ATM networks. Use your Commonwealth Bank Debit Mastercard, Business Visa Debit Card or Keycard to purchase goods and services, withdraw cash and obtain balances. If you are using your Keycard, just look for the Maestro or Cirrus logo and if you are using your Debit Mastercard or Business Visa Debit Card, look for the Mastercard or Visa logo.
<b>Telephone Banking</b>	Use a touch-tone telephone or VoIP to pay bills, obtain information on your accounts, transfer funds to linked accounts, activate your Debit Mastercard, Business Visa Debit Card, Keycard or credit card and change your password.

## NetBank

NetBank is a quick, cost efficient, simple and secure way to do your banking. With NetBank you can:

- 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 balances, and initiate transactions on your Essential Super account and receive notifications;
- view transaction histories for the last 2 years on your open linked statement accounts including your Home Loans/ Investment Home Loans, Mortgage Interest Saver Accounts (MISA), credit card and Debit Mastercard or Business Visa Debit Card;
- 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);
- 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;

## Section 2: Terms and Conditions

### **NetBank (continued)**

- 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, Business Visa Debit Card or Keycard and choose your own PIN;
- if you are experiencing hardship, financial assistance can be requested for your eligible loan and credit cards (if your personal circumstances have changed);
- change your card withdrawal limit;
- change you NetBank payment limits (if you are registered for NetCode)
- give access and remove access for people to transact on your account (depending on your account type);
- change your Home or Personal Loan repayment amount or switch to another Home Loan type (conditions apply);
- manage your Term Deposit maturity instructions online with NetBank;
- request a Business Visa debit card;

## **NetBank (continued)**

- retrieve your NetBank Client Number, change your password, unlock your NetCode Token or SMS, update your Personalised Identification Questions and Answers, address and contact details online without having to call the NetBank Help Desk (some limitations may apply)
- select an option to remember and partially mask your Client Number on the logon page;
- open or apply for a wide range of products using simplified applications complete with information we already know about you and upload documentation to support your application (if required);
- apply for a credit limit increase on an existing credit card or a balance transfer from another financial institution to an existing Commonwealth Bank (conditions apply);
- get an on the spot decision for a Personal Loan (conditions apply) and receive bank messages to monitor and track the status of your Personal Loan, Term Deposit and Home Loan increase applications;
- view and redeem your Commonwealth Awards points;
- customise transaction descriptions for easier statement reconciliation;
- 'nickname' your accounts and bills for easy reference;
- 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;
- electronically enter into and sign agreements and documents.

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### **NetBank for your mobile phone and tablet device**

Access NetBank with a version of NetBank specially tailored for your mobile phone and tablet device.

You can:

- 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.
- view pending authorisations for credit cards and debit cards;
- select an option to remember and partially mask your Client Number on the logon page.

### **BPAY and BPAY View**

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.

<b>Automated funds transfers</b>	Schedule automatic payments to and from your designated accounts in branch or over the phone. Not available on some accounts. Payments only processed on business days.
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\* 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.

Customers under the age of 14 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.

### Using NetBank and shopping online

If you are registered for NetBank or hold a Commonwealth Bank credit card or Debit Mastercard or Business Visa Debit Card, we may also register you for NetCode security. NetCode provides an extra layer of security where you engage in transactions that can carry a higher risk, e.g., where you make International Money Transfers or purchase from merchants overseas. NetCode assists in protecting your transactions in such circumstances.

For some NetBank transactions and 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 provisioned a NetCode Token, then you must:

- register the NetCode Token within 30 days from the date we sent it to you; and
- generate and enter your current NetCode when you login to NetBank and for some internet purchases using your Commonwealth Bank credit card and Debit Mastercard or Business Visa Debit Card.

If you are registered for NetCode SMS, then you must:

- make sure your current mobile telephone number is registered with the Bank (to check, simply log in to NetBank, go to the 'Profile and Preferences' tab and select 'My contact details'); and
- enter your current NetCode when requested in NetBank and for some internet purchases using your Commonwealth Bank credit card and Debit Mastercard or Business Visa Debit Card.

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.

### **Special conditions apply when using NetBank or the CommBank app on your mobile phone or tablet device**

The version of NetBank specially tailored for your mobile phone or tablet device and the CommBank app are designed for phones or tablet devices linked to the network of an Australian telecommunications provider. They may not be available to some customers who have an overseas telecommunications provider.

You must be registered for NetCode SMS or a NetCode Token to access NetBank and be registered for NetCode SMS to use the secure features of the CommBank app on your mobile phone or tablet device.

If you have an exemption from NetCode for any period of time, you will not be able to access NetBank or the secure features of the CommBank app on your mobile phone or tablet device for the duration of that exemption.

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



overseas if you have roaming access to the internet on your phone or tablet device. Your telecommunications provider's charges may be higher than those for using NetBank or the CommBank app on your mobile phone or tablet device 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, a mobile phone or tablet device until it is reactivated or use the secure features of the CommBank app.

Certain functionality on NetBank and the CommBank app may require you to elect to allow distribution of alerts from the Bank via a push or other notification service. Alerts will be sent to any compatible iOS or Android device on which you have installed and registered the CommBank app with notifications enabled, and associated with your mobile number (including wearables). Alerts could be seen by others (including unauthorised persons) who observe, use or access your device or any wearables associated with the device, which could include when the device is locked. Please check the notifications settings on all your devices to ensure the privacy and alerts settings are appropriate for your use. If you have an iPhone, you can enable or disable CommBank app notifications via the Notification Centre in your phone Settings. If you have an Android phone, you can turn CommBank app notifications on or off via Settings within the CommBank app.

Alerts will include:

- NetCode information
- Account alerts
- Security and service alerts
- Alerts when new versions or upgrades are available
- Special offers and information about products and services

All alerts will be sent to you and managed in accordance with the Bank's Privacy Policy. The Bank reserves the right to suspend or discontinue its alerts services at any time without notice.

### **Cards, PINs, passwords and devices**

Cards, PINs, passwords and devices remain the property of the Bank. To use your account, you must first sign your card(s) and then activate them online in NetBank, in branch or 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).

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You can nominate a specific PIN online in NetBank, or 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 14 years of age or older and satisfy any other eligibility requirements.

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 other device 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 or Business Visa Debit Card 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 or Business Visa Debit Card transactions to purchase goods and services at a price below a merchant's authorised floor limit or where no authorisation is required, 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 or Business Visa Debit Card transaction amounts on your accounts 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 or Business Visa Debit Card

When you use your Debit Mastercard or Business Visa Debit Card at ATMs or EFTPOS terminals, you may be asked to choose between the 'credit' and the 'savings' options. When using a digital wallet, you may be able to select which network processes the transaction; Mastercard, Visa or EFTPOS.

Whichever option you choose, the funds are debited to the underlying account. However, if you choose the 'credit, Mastercard or Visa' option to make a purchase, you may be able to exercise Mastercard or Business Visa Debit Card chargeback rights – see 'Requesting a chargeback' on page 18.

When you use your Debit Mastercard or Business Visa Debit Card to make purchases by mail order, telephone, internet or Contactless the 'credit' option automatically applies to that transaction, unless the merchant has opted to route its Contactless payments through EFTPOS. For digital wallet Contactless purchases, you may be able to select which network processes your payment; Mastercard, Visa, or eftpos through selecting 'EFTPOS SAV' or 'EFTPOS CHQ'. EFTPOS may not be available for Contactless payments overseas.

The remaining information in this section applies to your Debit Mastercard or Business Visa Debit Card when the 'credit, Mastercard or Visa' option is used to process a transaction.

### 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. Offline transactions processed by a merchant (including some Contactless transactions) may not appear on your statement with the same date as the date you made the transaction. It is your responsibility to ensure there are sufficient funds in the account when this transaction is processed by the Bank. If you have access to NetBank, you can check the transactions online.

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Where Debit Mastercard or Business Visa Debit Card purchases or transactions are made overseas (such as purchases made over the internet), they may be processed using the date overseas (value date), which may not be the same as the date in Australia. This means that it may be processed using the balance in your account on that value date (as shown in your statement).

### 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 or Business Visa Debit Card 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' below.

### 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. Usually, we can only do this after you have tried to get a refund from a merchant and were unsuccessful. **You should tell us as soon as possible if you think your statement has a mistake in it or records a transaction which is possibly unauthorised, so that we may ask for a chargeback. Time limits may not apply where the ePayments Code applies.** Chargeback rights do not apply to BPAY transactions – see 'BPAY' on page 28.

## 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 and Visa's scheme rules. However, this doesn't apply to an unauthorised transaction that is regulated by the ePayments Code - see 'Unauthorised transactions' on page 33.**

## 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 and Visa's 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 or Business Visa Debit Card 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.

### **Sending you electronic communications**

We provide statements and notices electronically where:

- You have selected an account or service which only offers statements and notices electronically; or
- The terms and conditions for that account or service permit us to do so.

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

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

You can change your electronic address on NetBank or by calling us on 13 2221.

We record that you received an electronic statement or notice on the day that our notification enters the first information system outside CommBank (e.g. the server of your email address).

For changes to these Electronic Banking Terms and Conditions, we notify these only by electronic delivery (using any of the methods set out above) and paper copies are not provided.

We 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 for an account.

Even if we normally provide electronic notices or statements, we reserve the right to send paper ones instead to your nominated postal address (e.g. if for any reason we are not able to provide them electronically or we cancel your election to receive statements or notices electronically because we are unable to deliver emails to your nominated email address).

As part of our NetBank service, we may from time to time send you messages, e.g. to your NetBank inbox, including commercial electronic messages advertising, promoting or offering new or existing products, services or investments. You agree to receive such messages and that commercial electronic messages need not contain information about how to unsubscribe. We will however honour any preferences you make generally as to the receipt of marketing materials and your preferences in NetBank concerning Product upgrades and new product offers.

### **Receiving your electronic communications and agreements**

You are responsible for the acts and omissions of all users, including any person you authorise to act for you. Except for EFT Transactions, all communications and acceptances, including electronically signed documents, received by us through NetBank from any person logged into NetBank using your Client Number and password are deemed to be authorised by you unless you can prove that you did not authorise the person and that:

- without your knowledge your Electronic Equipment has been taken over by use of malware despite you having up to date antivirus, antimalware and firewall software installed on your Electronic Equipment; or
- the person gained access to your Client Number and password without your approval despite you taking all reasonable precautions to prevent such access; and
- you did not unreasonably delay in reporting to us the compromise of your Electronic Equipment or the loss, theft or misuse of your Client Number and password. If you agree to enter into agreements electronically or to electronically sign documents, you must do everything you can reasonably do to protect your Client Number and password from becoming known to any other person including by installing and maintaining up to date antivirus, antimalware and firewall software on your Electronic Equipment. You must not disclose your password to any other person. You must not keep a record of your Client Number and password without making any reasonable attempt to protect the security of the record, such as

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making a reasonable attempt to disguise the password within another record, hiding the record where it would not be expected to be found or keeping the record in a securely locked container or in password protected device. You must not choose a password that represents your date of birth or name.

### Daily IQ

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

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

### 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:

The amount you told us to pay or transfer was less than the required amount.	The amount you told us to pay or transfer was greater than the required amount.	The account you told us to make a payment or transfer to was incorrect.
↓	↓	↓
You can make another payment or transfer to the recipient to make up the difference.	You must contact the recipient to obtain a refund (you cannot make a claim upon us).	You can contact the recipient to obtain a refund or contact us.*

\* We will attempt to recover the funds on your behalf but we are not liable unless we fail to comply with the process and timeframes set out below. We will acknowledge receipt of your report and provide you with a reference number which you can use to verify that your report has been



recorded by us and to enquire about progress of your claim. Once we have the information we require and are satisfied that you have made a payment to an unintended recipient, we will send a request for return of the funds to the unintended recipient's financial institution. Where your report is made within 10 business days of the mistaken payment and the unintended recipient has sufficient credit funds in their account, we may be able to take advantage of industry rules which allow us to recover the funds for you without the unintended recipient's consent.

## 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.

### Deposit limits at ATMs that accept instant deposits

A daily deposit limit of \$10,000 applies per account for cash deposits at our ATMs that accept instant deposits.

### ATM Deposit Code (only available on Business accounts, Commonwealth Direct Investment Accounts, Cash Investment Accounts and Private Banking Accounts)

An ATM Deposit Code is a code you can create, modify and delete at any time in NetBank or CommBiz, which can be used by you or anyone with your ATM Deposit code - when the code is scanned at selected CommBank ATMs with Instant Deposit - to make cash, cheque or coin deposits into your account(s), if they are linked to your NetBank or CommBiz service. Once you or a depositor inserts notes, cheques or coins, the funds are credited real time to your account (but noting cheques are still subject to existing clearing process).

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

There are limits on the number of codes that you can have attached to any one account at any one time as well as limits on the number of times the codes can be used per day. To find out more, refer to: [commbank.com.au/atm](http://commbank.com.au/atm)

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

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

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

### 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 all account types).

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. Scheduled transaction can be suspended or cancelled by you up to and including the day the transfer or payment is due if we have not begun processing the payment (usually around 4:30am Sydney time). Otherwise we will process the payment or transfer as originally instructed by you.

### Limits for transfers through e-banking

If you transfer funds through Telephone Banking or NetBank, the maximum amount that can be transferred per transaction 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;

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

- \$2,000 when transferring to a non-linked account (for example, another person's account or an account at another financial institution) <sup>1</sup>.
- \$5,000 when transferring by International Money Transfers using NetBank. Before you can use this service, you need to contact us to activate it <sup>1</sup>.
- \$20,000 when making payments through BPAY using NetBank <sup>1</sup>.

1. These are the default transaction limits that apply. In some cases the limits may be lower. 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**. You must be registered for NetCode security for any NetBank limit changes.

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.

Please phone the NetBank Help Desk on **13 2221 option 4** for details.

Your access to NetBank transfers to non-linked accounts, BPAY payments and/or International Money Transfers (if applicable) and/or payments to third parties using the CommBank app may be removed or reduced if:

- we provision a NetCode Token and you don't register it with us within 30 days of the date we sent it to you, or
- you are registered for NetCode SMS but your mobile telephone number not advised to the Bank, or
- you tell us that you don't want to use NetCode SMS or Token. To reduce your exposure to liability for unauthorised transactions where the Bank considers it necessary.

We may suspend NetCode if we have reason to believe that your online security is at risk, e.g. you entered the wrong NetCode more than once. If we do, your access to NetBank for any functions normally requiring a NetCode to be entered including payments to third parties using the CommBank app and secure online shopping using NetCode may be suspended or limited and won't apply until we reactivated it. If you have an exemption from NetCode for any period of time, your access to payments to third parties using the CommBank app may be suspended or limited and NetCode for your online shopping won't apply during that time.

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 and Visa Plus networks, Post Offices and other agencies with electronic banking terminals, are subject to a daily card withdrawal limit.

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Unless you have changed it since, if your Keycard or Debit Mastercard or Business Visa Debit Card was issued before 28 July 2008, then your limit is \$800 and if it was issued on or after 28 July 2008, then your limit is \$1,000. Unless you have changed it since, if your Debit Mastercard or Business Visa Debit Card was issued on or after 9 February 2015, then your limit is \$2,000. In some cases, your daily card withdrawal limit may be lower than those amounts. Credit cards have a default limit of \$800.

The daily withdrawal limit does not apply if you use the 'credit, Mastercard or Visa' option (using your Debit Mastercard or Business Visa Debit Card and credit card) to access your accounts at EFTPOS.

Withdrawals are also subject to the note denominations available at the ATM.

For contactless payments, per payment limits apply as set by the relevant card scheme.

The daily card withdrawal limit is the total amount that can be withdrawn using a PIN from all accounts linked to a card in any one day. You can confirm and/or change your daily card withdrawal limit at any time using NetBank.

**From May 2019**, purchases on Savings or Cheque (using your Keycard, Debit Mastercard, Business VISA Debit Card) will no longer count towards the daily withdrawal limit.

Simply go to the 'Manage accounts' tab, select 'Manage my accounts' and then select the 'Change my daily card withdrawal limit' option. To help protect your account, you must be registered for NetCode SMS or NetCode Token to use this feature.

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

Merchants, BPAY Billers and other financial institutions may impose other restrictions on transfers.

When are electronic banking (including Bpay) transactions processed?<sup>1</sup>

E-banking transactions on most accounts are generally processed on the day they are made or scheduled<sup>2</sup> to occur (Sydney/Melbourne time). Please see circumstances below when same day processing does not apply.

Due to processing requirements, a funds transfer from your account made via NetBank, the CommBank App or telephone banking between 12:00 midnight and 12:30am (Sydney/Melbourne time) on Sunday to Friday (inclusive),

or transactions made between 12:00 midnight and 1:30am (Sydney/Melbourne time) on a Saturday, may be treated as if the transfer occurred on the previous calendar day. For example, a NetBank funds transfer made at 12:15am on Wednesday morning may be treated as if the transfer was made on Tuesday and will appear on your statement as at Tuesday's date.

Please note that the following e-banking transactions, whilst debited from your account as above, may not be processed by us or credited to the recipient's account until the next business day:

- transfers to CommBank home loans, credit cards, Savings Investment, Passbook Savings and Pensioner Security accounts (Passbook option);
- transfers to other financial institutions and BPAY payments made or scheduled to occur after 6pm (Sydney/Melbourne time) or on a non-business day.

Automated Funds Transfers initiated or scheduled to occur on a non-business day debits from your account, is processed by us and is credited to the recipient's account on business days only.<sup>3</sup>

Payments to accounts at other financial institutions will be credited to the recipient's account when the other financial institution processes the transaction, which may take up to 3 business days.

1. For security reasons we may place a hold on funds transferred to or from your account through NetBank or CommBank app. The hold may apply:
  - For 24 hours;
  - In some circumstances, where the transaction takes place after 7:30pm (Sydney/Melbourne time), until the day after the following day; or
  - For as long as we reasonably need to investigate the transaction.
2. Refer to page 24 Scheduling future payments and transfers for more information.
3. If you schedule an Automatic Funds Transfer on or around the last day of the month, if that day falls on a non-business day (ie weekends or National or Sydney public holiday), we will not process the transfer until the following business day. This will result in this amount not being included in your closing account balance for the receiving account until the next business day. In certain circumstances this may impact you qualifying for bonus interest for certain savings accounts. For example, if an Automatic Funds Transfer is scheduled from one of your accounts into a GoalSaver account, and this is to occur on the last day of the month which happens to fall on a non-business day, you will not meet the criteria for bonus interest for that month if no other payments into the GoalSaver account for that month have been made. In that scenario, the funds transferred into the GoalSaver account will count towards qualifying for the bonus interest for the following month.

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### 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 any other proscribed person or entity; or terminate these arrangements with you.

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

We can also cancel any access method, including your card, PIN, password or device or not process a transaction without notice if;

- we think your account is being used unlawfully including fraudulently or in a way that might cause you or us to lose money
- we consider to do so is reasonably necessary, for example, to comply with laws in Australia or overseas, card scheme rules, manage regulatory risk or if your instructions are not clear.

We will be under no liability to you if we do any or all of these things.

We may also at our discretion suspend or terminate the provision of a product or service to you (for example this may include suspending your access to NetBank). When we do this we will act fairly and reasonably towards you in a consistent and ethical manner. In doing so we will consider your conduct, our conduct and the accounts, products and/or services which are being used.

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.

### 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 or other device 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 or other device, PIN or password in electronic equipment that is not owned by us.

## Disputes

### What to do if you have a complaint

We accept that sometimes we can get things wrong, and when this happens we're determined to make them right again.

### Talk to us

Most problems can be resolved quickly and simply by talking with us. You can visit your local branch, or you can call our General Enquiries team on **13 2221**.

If you need further assistance after your initial enquiries, you can contact Customer Relations (refer to pages 61 to 63 for contact details).

### When you make a complaint to us we will:

- acknowledge your complaint and make sure we understand the issues
- do everything we can to fix the problem
- keep you informed of our progress
- keep a record of your complaint
- give you our name, a reference number and contact details so that you can follow up if you want to; and
- provide a final response within 21 days or advise you of the need for more time to complete the investigation.

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Unless there are exceptional circumstances, we will complete our investigation within 45 days of receipt of your complaint. If we are unable to provide a final response to your complaint

If we are unable to provide a final response to your complaint within 45 days, we will:

- inform you of the reasons for the delay;
- advise of your right to complain to the Australian Financial Complaints Authority (AFCA);
- Provide you with the AFCA contact details.

### 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.

### External dispute resolution

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers. Please refer to pages 61 to 63 for contact details.

### 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, devices, client numbers, PINs, passwords and other codes and electronic equipment are not misused, lost or stolen or disclosed to any Account access service.

You may suffer loss if you don't sufficiently safeguard these items.

If you use VoIP, please refer to page 13 for more information.

You must report the loss, theft or misuse of a card, device, PIN, password, Client Number or electronic equipment.

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

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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, device, PIN, password, Client Number or other codes, or electronic equipment, 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, devices, PINs, passwords, Client Numbers or other codes

If we reasonably believe a card, 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 Business Visa Debit Card and Keycard if it is not used for 6 months or more.

Before using a Debit Mastercard or Business Visa Debit Card and Keycard that hasn't been used for 6 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](http://commbank.com.au/netbank)**.

## Safeguarding your cards and devices (including NetCode Tokens)

Always	Never
<ul style="list-style-type: none"><li>• Sign cards immediately upon receipt.</li><li>• Destroy cards when they reach their expiry date or when they are no longer valid.</li><li>• Return cards and devices to us upon request.</li><li>• Carry cards and devices whenever possible and regularly check they are still in your possession.</li><li>• Remember to take your card, cash and transaction record with you when a transaction is completed.</li></ul>	<ul style="list-style-type: none"><li>• Keep cards and PIN records anywhere near each other e.g. in a briefcase, bag, wallet or purse.</li><li>• Leave cards and devices in a car.</li><li>• 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).</li></ul>

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### Safeguarding your PINs, passwords or other codes

Always	Never
<ul style="list-style-type: none"><li>• 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 or make a reasonable attempt to prevent unauthorised access to the PIN Record, including keeping the PIN Record in a securely locked container or password protected device or computer.</li><li>• Destroy or delete 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.</li><li>• 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.</li></ul>	<ul style="list-style-type: none"><li>• Tell or let anyone find out a PIN, password or other code – not even family or friends.</li><li>• Record a PIN, password or other code (disguised or not) on a card, device, computer, mobile phone or tablet device.</li><li>• 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.</li></ul>

\* 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.

## 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.

## 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 ePayments Code determines your liability for losses resulting from unauthorised transactions. We have reflected the relevant Code provisions in the following sections. Please note though that the relevant Code (and the sections below dealing with unauthorised transactions) are not applicable to purchase transactions using your Debit Mastercard or Business Visa Debit Card 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;

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- 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); or
- a user leaving a card in an ATM, as long as the machine incorporates reasonable safety standards that mitigate the risk of a card being left in the machine (for example, the machine captures cards that are not removed after a reasonable time or requires that the card be removed from the machine before the transaction can proceed).

### 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 29 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"><li>• fraud by any user;</li><li>• any user voluntarily disclosing their PIN, password or other code;</li><li>• any user recording or otherwise indicating one or more PIN, password or other codes on the outside of a card or other device;</li></ul>	<p>The actual losses which occur before you notify us that:</p> <ul style="list-style-type: none"><li>• the card or other device used to access the account has been misused, lost or stolen; or</li><li>• 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.</li></ul>

Scenario	What you will be liable for
<ul style="list-style-type: none"> <li>• 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;</li> <li>• 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</li> <li>• a user acting with extreme carelessness in failing to protect the security of all their PINs, passwords or other codes.</li> <li>• a user leaving a card in an ATM, as long as the machine incorporates reasonable safety standards that mitigate the risk of a card being left in the machine (for example, the machine captures cards that are not removed after a reasonable time or requires that the card be removed from the machine before the transaction can proceed).</li> </ul>	<p>The actual losses which occur before you notify us that:</p> <ul style="list-style-type: none"> <li>• the card or other device used to access the account has been misused, lost or stolen; or</li> <li>• 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.</li> </ul>

## Section 2: Terms and Conditions

Scenario	What you will be liable for
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.	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.

### 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 and Visa scheme rules when you use a Debit Mastercard or Business Visa Debit Card.

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

BPAY (Bill Payment) lets you pay most bills over the telephone (Telephone Banking), with NetBank or with the CommBank app. To register to use BPAY you must first establish a password for Telephone Banking or register with NetBank. See pages 61 to 63 for details. Please note that Youthsaver customers cannot use BPAY over the phone and NetBank Saver customers and Business Online Saver customers can not use BPAY.

### What to give us when you make a BPAY transaction

You will need to provide the following accurate information so that we can process a BPAY payment.

Billers code (printed on your bill near the BPAY logo)	✓
Customer reference number (printed on your bill near the BPAY 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)	✓

## Section 2: Terms and Conditions

### 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 BPAY 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 BPAY transaction?

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

### What happens if a Biller cannot process a BPAY payment?

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

### **What you agree to when using BPAY View**

BPAY View lets you receive some bills electronically instead of by mail. You can view and then pay these bills using NetBank. (Refer to page 61 to 63 for details on how to register to use BPAY View. You must tell us if your contact details (including email address) change. When you register to receive a bill or statement electronically through BPAY 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	<p>Agree that any electronic bill or statement you receive using BPAY View satisfies any legal obligations a Biller has to provide you with bills and statements.</p>
Access BPAY View regularly to receive your electronic bills and statements	<ul style="list-style-type: none"> <li>• Agree to check your emails and/or our NetBank web site at least weekly;</li> <li>• Agree to ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available);</li> <li>• 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;</li> <li>• 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</li> <li>• 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.</li> </ul>

## Section 2: Terms and Conditions

You agree to	That means you
<p>Disclose personal and transactional information as needed to facilitate the BPAY View process</p>	<ul style="list-style-type: none"> <li>• 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;</li> <li>• Agree to disclose any of your transactional information that is needed to process your BPAY Payments and any user's use of BPAY View;</li> <li>• 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;</li> <li>• Agree to notify us of any changes to your personal information;</li> <li>• 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</li> <li>• Agree to disclose to a Biller that an event referred to on page 42 "<i>Receiving paper bills and statements instead of electronic ones</i>" has occurred.</li> </ul>

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 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:

## Section 2: Terms and Conditions

- 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 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 BPAY 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 BPAY 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 pages 40 to 41.

### **Changes to Electronic Banking Terms and Conditions**

Our obligation to give you advance notice as specified below does not apply if changes are required to immediately restore or maintain the security of a system or an individual facility,

including the prevention of systemic or individual criminal activity, including fraud.

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.

\* Notices in writing may be provided electronically – see 'Sending you electronic communications' on page 20.

### **Vary or terminate the Change Exchange Machine Service**

In this event, the Bank notifies you by advertisement in the national media or local media prior to such variation or termination taking effect. The Bank's obligation to give you notice does not apply if, in the Bank's opinion, variation or termination is required to preserve the security or integrity of the service or to prevent losses to you or to the Bank.

## Section 2: Terms and Conditions

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).

### 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

For information about our information collection practices, please see our Group Privacy Policy available on our website at **commbank.com.au** (follow the Privacy Policy link) or upon request from any branch of the Bank.

Our Privacy Policy contains information on how we process personal data under the GDPR and your rights under the GDPR in relation to any personal data that we process in connection with providing you with Electronic Banking services which is covered under the General Data Protection Regulation (GDPR).

Our policy should be read in conjunction with the privacy disclosures we give you when you apply for a product or service.

Our policy includes information about:

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



# 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><b>Recent Transaction List Fee</b></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><b>Access Fees (overseas transactions)</b></p> <ul style="list-style-type: none"> <li>An access fee is charged for each withdrawal (including a redraw under the Repayment Redraw Facility of a home loan/ investment home loan) you make through the ATMs of ASB Bank in New Zealand, Commonwealth Bank in Indonesia and Commonwealth Bank in Vietnam.</li> <li>An access fee is charged for each withdrawal (including a redraw under the Repayment Redraw Facility of a home loan/investment home loan) or, purchase made overseas through the Maestro and Cirrus or VISA Plus networks of electronic terminals (or any purchase using your Debit Mastercard or Business Visa Debit Card overseas or that involves currency conversion).</li> </ul>	<p>AUD\$2.00</p> <p><b>Maestro (EFTPOS) or Debit Mastercard or Business Visa Debit Card purchase transaction in foreign currency</b> 3% of the transaction value.</p> <p><b>Cirrus, Mastercard, Visa or VISA Plus ATM cash withdrawal in foreign currency</b> AUD\$5.00 plus 3% of the transaction value.</p> <p><b>Maestro (EFTPOS) or Debit Mastercard or Business Visa Debit Card purchase in Australian dollars when overseas</b> 3% of the transaction value (effective on and from 30/9/2015)</p>	<p>The fee is charged to the account at the time of the withdrawal.</p>

## Section 3: Fees and charges

Name of fee and description	Amount of fee to account?	When fee is charged
<b>Foreign Exchange Fee</b> A fee applies if you buy foreign cash from a Commonwealth Bank Foreign Exchange ATM, where available.	AUD\$8.00	The fee is charged to the account at the time of the withdrawal.

**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 and lines of credit 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).

### **Viridian Line of Credit/Line of Credit Loans only**

Refer to table on pages 50 to 54 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.

## NetBank service fees

Service fees may apply when you use NetBank and our mobile phone application (in addition to any other fees that apply to your account). These fees are set out below (only the Trace Fee, Recovery Fee and Rejected Transactions Fee apply to our mobile phone application).

Name of fee and description	Amount of fee	When fee is charged to account
<b>International Money Transfers (IMT)</b>		
IMT fee	Up to \$22.00 each <sup>1</sup>	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 <sup>5</sup> 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 <sup>2</sup>	\$25.00 <sup>5</sup> each	The fee is charged when each trace request is received and will be debited to the account from which the transfer was made.

## Section 3: Fees and charges

Name of fee and description	Amount of fee	When fee is charged to account
Cancellation and return of cover fee <sup>2,3</sup>	\$25.00 <sup>5</sup> 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.
<b>Unpaid Scheduled Payments Fee</b>		
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. <sup>4</sup> This does not include a Scheduled Payments that you arrange between your individual and/or joint accounts.
<b>Trace Fee</b>		
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.
<b>Recovery Fee</b>		

Name of fee and description	Amount of fee	When fee is charged to account
<p>If you ask us to attempt a recovery of a third party payment:</p> <ul style="list-style-type: none"> <li>• We charge this fee in addition to the Trace Fee and debit it to your account when you make a request.</li> <li>• We do our best to recover the payment and charge this fee even if we don't recover the payment for you.</li> </ul>	\$25.00 per transaction	The fee is charged when you request the Bank to attempt recovery.
<b>Rejected Transaction Fee</b>		
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.

- 1 Depending on the destination country and the delivery method selected (if applicable). If the funding account is a foreign currency account, the fee will be converted to the currency of the account using the Bank's applicable foreign exchange rate at the time of the transfer and debited to that account.
- 2 Messages sent to certain countries can require several follow-ups, which may extend the timeframe for completion of your request.
- 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 a foreign currency, they will be converted to the original currency of the funding account using the Bank's applicable foreign exchange rate on the day they are credited to your account.
- 4 NetBank will make the first attempt on the day on which your schedule is due; however further attempts will be made on subsequent business days.
- 5 If the funding account was a foreign currency account, the fee will be converted to the currency of the account using the Bank's applicable foreign exchange rate at the time of the request and debited to that account.

## Section 3: Fees and charges

The Bank may at any time and from time to time impose fees to be payable by you for the Change Exchange Machine Service.

Where the Bank imposes a fee, it will give you at least 30 days' written notice in advance before such fee takes effect. When such fee takes effect, it shall take effect as if it were specified in the Schedule to these Terms and Conditions.

The Bank may at any time and from time to time upon giving you notice by advertisements in the national media or local media, but not later than the day on which the variations are to commence, vary the amount or nature of such fees payable by you for the Change Exchange Machine Service.

# Meaning of words

## **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.

## **Additional cardholder**

Refers to any other person to whom you have asked the Bank to issue a card on your credit card account.

## **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.

## **Biller**

An organisation which issues bills to customers, which customers can pay through the BPAY Scheme.

## **BPAY Payment**

A payment to a BPAY Biller through the BPAY Scheme.

## Meaning of words

### **BPAY Scheme or BPAY**

The electronic payments scheme through which a user may instruct us to make payments (BPAY 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 BPAY Scheme.

### **BPAY 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.

BPAY and BPAY View are registered trademarks of BPAY 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.

### **Change Exchange Machine Services**

Means the service of offering Change Transactions via the use of a Change Exchange Machine Terminal.

### **Change Exchange Machine Terminal**

Means an electronic terminal through which Change Transactions can be effected.

### **Change Transaction**

Means a transaction, using a Change Exchange Machine Terminal, where Australian currency bank notes are exchanged for an equivalent value amount of Australia currency which is provided in different denominations of bank notes and/or coins

### **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.

### **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.

### **CommBank app**

Means an app for compatible iOS, Android and Windows Phone 8 mobile phones and/or tablet devices that we make available to Commonwealth Bank customers registered for NetBank with NetCode SMS.

### **Contactless payment**

A way to pay for a purchase by tapping your card or device on a Contactless, Paywave or similar terminal, with no need to use a PIN or signature.

### **Debit Mastercard or Business Visa Debit Card**

Includes purchases made via Contactless or Business Visa Debit Card using PayWave™ using device attached to a mobile phone.

### **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, the CommBank app, ATMs, Debit Mastercard or Business Visa Debit Card, Keycards, BPAY and BPAY View, EFTPOS, Maestro/Cirrus 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.

## Meaning of words

### **Electronic Equipment**

Includes electronic terminal, computer, tablet device, television and mobile phone.

### **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.

### **Mastercard Scheme Rules**

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

### **Mobile phone**

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

### **NetCode**

A random number that is generated when you use a NetCode Token or NetCode.

### **NetCode SMS**

A Bank-generated NetCode we send to your mobile phone to facilitate Two Factor Authentication or Secure Internet Shopping. A NetCode may be sent via an alert or other push notification service instead of SMS if you have installed and registered the CommBank app on a compatible iOS or Android device with notifications enabled, and associated with your mobile number.

### **NetCode Token**

A device you use to generate a NetCode to facilitate Two Factor Authentication when using NetBank or your Commonwealth Bank credit card or Debit Mastercard or Business Visa Debit Card with merchants who take part in Mastercard SecureCode or Verified by VISA.

### **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.

## **Contactless**

A way to pay for a purchase by tapping your Debit Mastercard or Business Visa Debit Card on a special Contactless reader. If your purchase is \$100.00 or under, there is no need to sign a receipt or enter a PIN.

## **PayTag**

The Contactless-capable NFC sticker that can be ordered through the CommBank app to enable Tap & Pay functionality.

## **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.

## Meaning of words

### **Tablet device**

A personal mobile computer used to perform banking transactions.

### **Tap & Pay**

Means contactless payments functionality that users of our CommBank app can set up directly on a supported device or by using a PayTag by which they can make payments by tapping their phone at a Contactless, Paywave or similar terminal.

### **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**

When you use your NetCode with your existing NetBank Client Number and password to authenticate you as a user.

### **User**

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

### **Visa Scheme Rules**

Visa Inc.'s debit card rules which apply to all transactions that you process with your Business Visa Debit Card using the 'credit' or 'Visa' option.

### **VoIP (Voice Over Internet Protocol)**

Involves the transmission of telephone calls via the Internet. Please refer to page 13 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.

## Visit our website

[commbank.com.au](http://commbank.com.au)

## Call us – within Australia

**13 2221** – 6am to 10pm,  
7 days a week

## Call us – from overseas

**+61 13 2221**

## Visit one of our branches

Monday to Thursday – 9.30 am to 4 pm.

Friday – 9.30 am to 5 pm.

Some branches open past these standard hours and on weekends. For details, visit our website.

For details, visit our website

[commbank.com.au/find-us](http://commbank.com.au/find-us) for details.

## I want to

## Who to contact

Get help understanding something in this brochure

Activate my Debit Mastercard or Business Visa Debit Card, Keycard or credit card

Request a higher daily electronic banking withdrawal limit

Obtain the balance on my account

Establish a password for Telephone Banking

Request a statement to be sent more frequently

Request a copy of the Bank's privacy policy

Advise of a change in personal details

Call **13 2221** (24 hours a day, 7 days a week), or visit your local Commonwealth Bank branch.

If calling from overseas call **+61 13 2221**.

## Where to get help

I want to	Who to contact
<p>Report a Debit Mastercard or Business Visa Debit Card, credit card, Keycard or other device lost or stolen</p> <p>Report that someone has knowledge of my PIN, password or other codes</p> <p>Report unauthorised transaction on my account or a mistaken payment</p>	<p>Call <b>13 2221</b> (24 hours a day, 7 days a week), or visit your local branch, or if calling from overseas <b>+61 13 2221</b> or <b>+61 2 9999 3283*</b> (Available 24 hours a day, 7 days a week).</p> <p>* Reverse charges are accepted if you call about a mistaken payment, unauthorised transaction, breach of password or loss, theft or misuse of a card or token. (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to <b>+61 9999 3283</b>. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator.</p>
<p>Open a Youthsaver account</p>	<p>Visit NetBank on our website <b>commbank.com.au/netbank</b>, call <b>13 2221</b>, or visit any school participating in Student Banking.</p>
<p>Obtain details of the Bank's current fees</p> <p>Obtain current interest rates and special interest rate offers</p>	<p>Call <b>13 2221</b>, or visit your local branch, or visit our website: <b>commbank.com.au</b></p>
<p>Register to use NetBank</p> <p>Get help with using NetBank</p>	<p>Visit NetBank on our website <b>commbank.com.au/netbank</b> or call <b>13 2221 option 4</b>.</p>
<p>Register to use BPAY View</p>	<p>Call <b>13 2221 option 4</b>, or register on our website: <b>commbank.com.au/netbank</b></p>

I want to	Who to contact
Telephone Banking for hearing or speech impaired customers	Contact the Bank via the National Relay Service: – TTY users phone <b>133 677</b> then ask for <b>13 2221</b> – Speak and Listen (speech-to-speech relay) users phone <b>1300 555 727</b> then ask for <b>13 2221</b> – Internet relay users connect to the National Relay Service (via <b>relayservice.com.au</b> ) and then ask for <b>13 2221</b> )
Get help with EFTPOS terminals	The EFTPOS Helpdesk on Freecall <sup>1</sup> ( <b>1800 022 966</b> is available 24 hours a day, 7 days a week).
Get help moving to Australia	Contact <b>Migrant Financial Services</b> by visiting our website <a href="http://commbank.com.au/movingtoaustralia">commbank.com.au/movingtoaustralia</a> or if in Australia call Freecall 1800 188 888 (24 hours a day, 7 days a week), or if overseas call <b>+61 2 9762 0920</b> (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 <sup>1</sup> <b>1800 805 605</b> (unless made from a mobile). You can also email your complaint by completing the e-form on the website: <b><a href="http://commbank.com.au/feedback">commbank.com.au/feedback</a></b>
Take a complaint to the Australian Financial Complaints Authority (AFCA)	Write or fax your letter to: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC, 3001, call <b>1800 931 678</b> (free call), <b>email <a href="mailto:info@afca.org.au">info@afca.org.au</a></b> , or visit their website <b><a href="http://www.afca.org.au">www.afca.org.au</a></b> .

<sup>1</sup> A free call unless made from a mobile, which will be charged at the applicable rate

Where to get help









