



Commonwealth Bank

Electronic Banking

Terms and Conditions

29 September 2026

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 ABN 48 123 123 124 AFSL 234945, the provider of the services described in this brochure.

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1: About these Terms and Conditions

This document sets out the terms and conditions which govern any use of an Account through Electronic Banking functions. Definitions are set out in **clause 27**.

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.

1.1 Electronic Banking covered by this document

This document governs the use of Electronic Banking functions, each of which involves providing access to perform a transaction on, or otherwise use a feature (such as a feature to view account statements) in relation to, an Account using electronic equipment and/or a Device. Such functions may include:

- cards including:
 - debit cards;
 - credit cards;
 - Travel Money Cards;
 - cards used in conjunction with a digital wallet such as Apple Pay, Samsung Pay or Google Pay;
 - telephone banking;
 - NetBank (internet banking);
 - mobile phone applications such as the CommBank app¹;
 - Click to Pay;
 - BPAY and BPAY View;
 - ATMs; and
 - Dedicated coin only self-service coin counting machines.
1. Use of the CommBank app on iOS or Android is subject to the CommBank app Terms and Conditions which can be found in the CommBank app on your iOS or Android device.

Where you use an Electronic Banking function in relation to an Account, the relevant terms and conditions for that Account apply in addition to this document.

If you use an Electronic Banking function in relation to an Account under which credit is provided, the credit aspects associated with any such transaction are governed by your credit contract instead of this document.

This document will apply to access to, or use of, an Electronic Banking function even where that Electronic Banking function is used in conjunction with a credit card.

1.2 ePayments Code

To the extent that it applies, these Terms and Conditions reflect the ePayments Code and we warrant that we will comply with the ePayments Code.

The ePayments Code is intended to apply to transactions authorised using electronic equipment and without a signature.

Therefore, it is not applicable to purchase transactions using a card where you sign to authorise the transaction.

The ePayments Code does not apply to any transaction performed using a Business Account or use of any Electronic Banking functions in respect of a Business Account.

For the avoidance of doubt, these Terms and Conditions shall not be interpreted so as to treat any such transaction or Electronic Banking function as if the ePayments Code applies to it.

1.3 Banking Code of Practice

We will observe the provisions of the Banking Code of Practice. Relevant provisions of the Banking Code of Practice apply to the use of Electronic Banking functions governed by this document in relation to each customer who is an individual or who is a small business customer (as defined in the Banking Code of Practice).

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

You can obtain a copy of the Banking Code of Practice by:

- asking your relationship manager or at any branch
- calling **13 2221**
- visit our website www.commbank.com.au

2: Activating a card and Device

Cards and Devices we issue remain our property. To use your Account with a card we issue, you must first sign the card and then activate it online in NetBank, in branch or by calling **13 2221** or by following the card activation steps on the CommBank app. Once activated, your card(s) is valid and can be used only for the period indicated on it. You cannot use it after the expiry month on the card. You can choose a specific PIN online in NetBank or the CommBank app, or call into one of our branches. See [clause 17](#) for a description of your obligations to keep your PIN secret and otherwise safeguard against unauthorised transactions and the consequences if you fail to take those measures.

3: Letting others have a card

If your account terms and conditions permit, you can ask us to issue an additional credit card for your credit card Account, to another person. An additional cardholder must be at least 16 years of age 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 their 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. Additional cardholders will have access to your account information, including account balance.

Updating our records to remove an additional cardholder

You or your additional cardholder can ask us to remove the additional cardholder from your Account at any time. When we do this, your additional cardholder will no longer be listed in our records as an additional cardholder on your Account, and they won't be able to view your account information online.

However, asking us to remove your additional cardholder won't cause your additional cardholder's card to be cancelled or to be deleted from their digital wallet (where applicable). Your additional cardholder will continue to be able transact on your Account using their card, even after we've processed your request for their removal.

Stopping your additional cardholder from using their card

To stop your additional cardholder from transacting on your Account using their card after they have been removed as an additional cardholder from your Account, you must ask your additional cardholder to return their card to you and to delete their card from their digital wallet (if applicable).

If there is any risk that your additional cardholder may continue to transact on your Account using their card without your authority after you have asked us to remove them, you must ask us to place a stop on your Account, in addition to asking us to remove your additional cardholder from your Account. (**See 5.1**).

When we place a stop on your Account at the same time as you ask us to remove your additional cardholder, all cards linked to your Account are cancelled (which means that they can no longer be used in person, online or through a digital wallet) and a new card is issued to you only.

(If you ask us to cancel or stop a card issued to your additional cardholder pursuant to **section 5** of these terms and conditions, and you don't also ask us to remove your additional cardholder from your Account, new cards will be issued to both you and your additional cardholder).

4: Checking, authorising and seeking to cancel transactions, chargebacks

4.1 Checking your transactions

- a. Make sure you keep all receipts and records of payment arrangements you receive from merchants and regularly check your statements to identify any discrepancies. You should promptly report any discrepancies to us.
- b. 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.
- c. It is your responsibility to ensure there are sufficient funds available in the Account when this transaction is processed by us. If you have access to NetBank or use the CommBank app, you can check the transactions online.
- d. Where card purchases or transactions are made overseas (such as purchases made over the internet), they may be processed using the date overseas, which may not be the same as the date in Australia.

4.2 Authorising your transactions

- a. When you use an Electronic Banking function to perform a transaction with electronic equipment you authorise us to act on the instructions entered into that electronic equipment even if the electronic equipment is not owned by us (such as an ATM of another bank).
- b. See **clause 17** for a description of your obligations to safeguard against unauthorised transactions and the consequences if you fail to take those measures.
- c. We do not have to allow or process a transaction performed using an Electronic Banking function which is attempted to be performed:
 - i. if there are insufficient funds available in the Account for the transaction to be performed; or
 - ii. in any of the circumstances described in **clause 14**.

4.3 Advance Authorisations

- a. For card 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 before providing them to you. We treat this as a request for authorisation in advance of the purchase payment for goods or services.
- b. 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 available in your Account. If we do authorise a transaction in advance, 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.
- c. Pending authorisations will remain on your Account until the merchant clears the transaction when the actual transaction is completed.
- d. If the merchant does not clear the transaction within a specific time period, the pending authorisation will be removed and your available balance updated accordingly.

4.4 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.

4.5 Requesting a card chargeback

In some cases, Card Scheme Rules allow us to dispute a transaction for you and request a refund (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 a merchant and were unsuccessful. **You should tell us as soon as possible if you think a mistake has been made or there has been an unauthorised transaction, so that we may ask for a chargeback. If we ask, you should also provide any information needed to support your request. Regardless of any time limits under the Card Scheme Rules, in some cases you may still have rights to reverse or correct a charge to your Account for unauthorised transactions – See [clause 17](#) for a description of your obligations to safeguard against unauthorised transactions and the consequences if you fail to take those measures. Chargeback rights do not apply to BPAY transactions – see 'BPAY Conditions of Use' at [clause 19](#).**

4.6 What happens when we claim a card 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 the Card Scheme Rules. As a result of our investigations, if we find that your Account:

- a. has been incorrectly debited or credited, then we will adjust your Account (including any interest and charges) and notify you in writing. A disputed transaction amount is usually refunded to your Account at around the time the dispute is successfully resolved in your favour except that adjustments to any fees and interest charged may take longer;
- b. 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.

We may reverse a refund made to your Account on reasonable grounds, including for example, where a refund is paid twice in error resulting in a duplicate payment into your Account or a merchant provides evidence satisfactory to us, that you are liable for the transaction. We will notify you in writing after exercising this right.

5: Changing your credentials and authorities

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

- a. You must tell us if you wish to cancel a card or other Device issued to you or another user. When you ask us to do this, new cards will be issued to you and any other user (including an additional cardholder). A new card won't be issued to any other user if, when you ask us to cancel a card, you also ask us to remove that user from your Account (see [section 3](#)). You can cancel a card or other Device via NetBank or the CommBank app if you are a NetBank customer or by calling us on **13 2221** (unless the request for cancellation of the card or other Device is made at the same time as you ask us to remove a user from your Account; to remove a user and stop your Account, you must call us on **13 2221** or go into a branch).
- b. You can lock your card (excluding Keycard) temporarily via NetBank, the CommBank app, or by calling us on **13 2221**. For more information about card locks, see [section 6](#).
- c. You will continue to be liable for any transaction amounts not yet processed 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 destroyed or, in the case of any other Device, returned to us.
- d. Merchants might still accept the cancelled card for a transaction processed offline which is below their floor limit for offline transactions. To ensure you are not liable for such transactions, you should destroy your card as soon as it is cancelled.

6 Setting locks or limits on your credit card or debit card

6.1 About locks or limits

- a. The locks and limits offered in section 6, are available for those cards displayed in NetBank or the CommBank app as eligible for a lock or limit when you apply for a lock or limit to be set up, and may include your Commonwealth Bank issued personal Mastercard or Visa credit card, or Debit Mastercard or Travel Money Card. However, exclusions apply. For example, for business cards other than Business Platinum (such as Corporate Card), these features may not be available to cardholders.
- b. You can choose to "lock" your credit card to block international in-store payments (see [clause 6.3](#)), online international payments (see [clause 6.4](#)), and ATM cash advances (see [clause 6.5](#)). You can then "allow" these transaction types (for a limited or indefinite time period) by updating your card settings. You can also choose to lock contactless payments (see [clause 6.7](#)) and then "allow" these later.
- c. You can also choose to set a limit per transaction on your credit card (see [clause 6.6](#)), and update or remove the limit, by updating your card settings.
- d. You can also set a "spending cap" on your credit card account (see [clause 6.9](#)) to help you manage your spending. You can change or remove the cap by updating your card settings.
- e. You can choose to "lock" your Debit Mastercard to block in-store international payments (see [clause 6.3](#)) and online payments generally (see [clause 6.4](#)). You

can then “allow” these transaction types (for a limited or indefinite time period) by updating your card settings. You can also choose to lock contactless payments (see [clause 6.7](#)) and then “allow” these later.

- f. You can choose to temporarily lock your debit or credit card to prevent unauthorised use if you have misplaced it (see [clause 6.8](#)).
- g. You can apply a gambling lock to each of your eligible cards (see [clause 6.10](#)).
- h. You can apply a Daily Card Withdrawal Limit on your debit card or credit card (see [clause 6.11](#)).

6.2 General Conditions of locks and limits

- a. Only the primary cardholder can “lock” or “limit” transactions or apply a temporary lock on a credit card. The primary cardholder can apply, remove or change locks or limits via the CommBank app, NetBank or by calling us on **13 2221**. Locks or limits applied by the primary cardholder will also apply to any additional cardholder’s card, except for the Daily Card Withdrawal Limit, which may be applied, removed or changed individually by either the primary cardholder or an additional cardholder for their own card. It is the responsibility of the primary cardholder to notify any additional cardholder of any locks or limits set that apply to the additional cardholder’s card.
- b. Generally, when a lock or limit has been applied, transactions will be declined by us when we receive an authorisation request for a transaction which: matches one of the transaction types you have locked, exceeds a limit or cap you have set, or takes place when a temporary lock is in place (unless an exception applies as set out below). We rely on the information about a transaction that a merchant or financial institution provides us, and we cannot decline a transaction if we receive an authorisation request where the transaction information does not match one of the transaction types you have locked or limited.
- c. In some cases, we may not decline certain transactions even if they match one of the locks or limits you have set, including transactions:
 - i. made using a digital wallet e.g., Apple Pay or Google Pay (unless the transaction would cause your credit card account balance to exceed a spending cap you have set, or when a gambling lock is applied);
 - ii. made online where the merchant has stored your card details for ‘recurring’ or ongoing payments (e.g. direct debits) – (see [clause 6.4](#));
 - iii. made from your credit card or debit card via CommBank branches/phone banking/online/mobile banking, including:
 - transfers to other accounts - with the exception of when a gambling lock is applied (see [clause 6.10](#));
 - certain bill payments (including those made via BPAY); and
 - assisted cash withdrawals via our branches - with the exception of when a Daily Card Withdrawal Limit is applied and the withdrawal exceeds the limit set (see [clause 6.11](#)).
 - iv. that are not received by us for authorisation, e.g. transactions processed during a system interruption; and
 - v. that are refunds to your account; or
 - vi. that we reasonably consider should be allowed for your convenience.

These transactions will be charged to your account even if you have set a lock or limit.

- d. While we will make every effort to decline transactions that match one of the locks or limits you have set, we cannot guarantee that all such transactions will be declined. We are not responsible for any loss you suffer if a transaction:
 - i. authorised by you or any additional cardholder is charged to your account even though it matches one of the locks or limits you have set;
 - ii. is declined because it matches one of the locks or limits you have set, including any subsequent loss of goods/services if a merchant is unable to process the transaction to the account, except to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.
- e. In relation to any lock or limit you apply, we recommend that you check your transaction history to confirm a given transaction has appeared on your account before locking that transaction type again or re-applying a limit that may prevent that transaction from being processed. This is because some merchants may not process a transaction immediately (e.g. the merchant may not process the transaction until the goods are dispatched).
- f. Any locks or limits set will generally continue to apply to damaged and expired card replacements. Except for a temporary lock (see **clause 6.8**), all other locks or limits will generally continue to apply for new card replacements (e.g. upgrades or lost and stolen requests). When you receive a new card, we recommend that you use the CommBank app or NetBank to check that locks, limit or cap settings you previously set have been applied to the new card, as there may be rare instances where this process fails.
- g. We will usually send a notification to the primary cardholder (via SMS or email and/or NetBank message) when:
 - i. you apply any of the following for the first time on a card: international (in-store and online) lock, ATM cash advance lock, or contactless card payment lock;
 - ii. a temporary lock is applied;
 - iii. it has been 24 hours since the primary cardholder applied the temporary lock; and
 - iv. a transaction is declined due to a lock or limit.
- h. The lock or limit functions (including any time period settings) are reliant on computer and/or telecommunications systems. Disruptions to these systems may result in the lock or limit functions (including any time period settings) being unavailable from time to time. In this case, the primary cardholder can call **13 2221** at any time to apply or remove a lock or limit.
- i. If you are concerned a digital wallet may have been affected by any fraudulent activity such as unauthorised transactions, you should:
 - i. review and delete all digital wallets you are concerned about; and
 - ii. report it to us immediately via the app or by calling us.

6.3 In-store International payments

Locking in-store international payments on your card will block transactions in respect of which we receive information from a merchant indicating that the transaction is being made at a merchant terminal located and designated outside of Australia, where the card is physically presented at the terminal at the time of processing the payment (excluding ATMs).

6.4 Online international payments and online payments

Locking online international payments on your credit card will block transactions in respect of which we receive information from a merchant indicating to us that the transaction is being processed outside of Australia where the card is not present. This includes transactions on Australian websites where the merchant processes the transaction overseas.

Locking online payments on your debit card will block transactions that are processed outside of Australia and in Australia where the card is not present. This could include (but is not limited to) online, phone, or mail order transactions.

6.5 ATM cash advances

Locking ATM cash advances on your credit card will block cash withdrawals or cash transfers using a credit card account at an ATM (domestically and overseas).

6.6 Limit per transaction

- a. Once a transaction limit for a credit card account has been set by the primary cardholder, all transactions attempted over (and not including) this amount will be declined (including cash advances and purchases). This will also apply to the cards of your additional cardholders.
- b. A transaction limit does not affect your credit limit or your Daily Card Withdrawal Limit.
- c. Minimum and maximum limits may apply.

6.7 Contactless payments

Locking contactless payments on your credit card or Debit Mastercard will block the ability to make a payment by 'tapping' your card. Once locked, you will need to either insert or swipe your card to make a payment.

6.8 Temporary lock

- a. The temporary lock is intended for temporary use only. The Bank may cancel and replace your cards at any time after the temporary lock has been set.
- b. A temporary lock does not report your credit card or Debit Mastercard as lost or stolen. If your card has been lost or stolen or you cannot locate your card within 24 hours you must report it as soon as possible via the CommBank app, or NetBank or by calling us. You should also tell us if there has been any fraudulent activity such as unauthorised transactions.
- c. A temporary lock on your credit card will not apply to transfers to other linked CommBank accounts.

6.9 Spending cap

- a. A spending cap sets a maximum on the amount you can spend on your credit card account at any time – see General Conditions of locks and limits (see [clause 6.2](#)) for exceptions to the cap.
- b. A spending cap can be set between \$100 and your current credit limit.
- c. The cap will also apply to any additional cardholder's card on the same account.
- d. Applying, removing or adjusting a spending cap does not affect your current credit limit under your consumer credit contract.

6.10 Gambling lock

- a. You can apply a gambling lock to each of your eligible cards.
- b. If you decide to remove the lock later, it takes 48 hours to be lifted.
- c. For eligible credit cards, the lock applies to:
 - i. all purchases which we can identify from merchant information provided to us, as related to gambling;
 - ii. cash advances and transactions that have a similar effect, including, for example, over-the-counter and ATM withdrawals;
 - iii. cash transfers from your account.
- d. For eligible debit cards, the lock applies to online gambling transactions, and does not apply to in-store gambling transactions.

6.11 Daily Card Withdrawal Limit

- a. Your Daily Card Withdrawal Limit is the total amount you can withdraw each day from all accounts that are linked to a particular card.
- b. The Daily Card Withdrawal Limit applies to all cash withdrawals you make when you enter a PIN through ATMs, EFTPOS, overseas using Cirrus, Mastercard and Visa Plus networks, Australia Post offices and other agencies.
- c. A default Daily Card Withdrawal Limit will apply, and you can change this limit in NetBank, via the CommBank app, by calling us on **13 2221**, or visiting us in branch.
- d. Withdrawal limits are per card and per calendar day (Sydney/Melbourne time).
- e. If your account is linked to two cards e.g. Keycard and a Debit Mastercard, you can withdraw up to the Daily Card Withdrawal Limit on each card per day.
- f. Your liability for unauthorised transactions may increase if you ask for a higher Daily Card Withdrawal Limit.

7 Parental controls

In this section 7, “you” means the parent or legal guardian who is authorised to operate a child’s Smart Access account, and “your child” means the Account holder who is under 18 years of age and whose Smart Access account you are authorised to operate.

7.1 About parental controls

- a. If you are the parent or legal guardian authorised to operate a child’s Smart Access account, you can manage the following controls for your child’s account through the Parental Controls (via the card settings) in the CommBank app or NetBank:
 - i. Lock your child’s Debit Mastercard (see [clause 7.2](#)); or
 - ii. Set a weekly spend limit (see [clause 7.3](#)),on your child’s account.
- b. Separately, you also have the ability in the CommBank app or NetBank to apply and manage the following card security locks, available under [clause 6](#), on your child’s Debit Mastercard:
 - in-store international payments lock (see [clause 6.3](#));
 - online payments lock (see [clause 6.4](#));
 - contactless card payments lock (see [clause 6.7](#)); or
 - temporary lock by updating their card settings (via the CommBank app only – see [clause 6.8](#)).

However, unlike the controls in **7.1(a)**, the card security locks in this **clause 7.1(b)** can be changed or removed by your child.

The General Conditions of locks or limits in **clause 6.2(c)** and **(d)** apply to Parental controls to the extent relevant and not inconsistent with this section.

7.2 Lock your child's debit card

- a. You can lock your child's Debit Mastercard using Parental controls in the CommBank app (via Card Settings) or NetBank to stop EFTPOS, ATM, and contactless transactions (Tap & Pay, PayPass, PayWave) as well as branch assisted withdrawals.
- b. When you lock your child's Debit Mastercard, any card linked to your child's account will be unable to make transactions on that account.
- c. Locking your child's Debit Mastercard does not prevent non-card based transactions including transfers (e.g. via PayID), BPAY transactions, or certain recurring transactions (e.g. direct debits).
- d. While your child's Debit Mastercard is locked, transactions will be declined by us when we receive an authorisation request for a purchase or card withdrawal transaction.

7.3 Setting a weekly spend limit on your child's account

- a. You can set a weekly spend limit on your child's account using the Parental Controls in the CommBank app (via the Card Settings) or in NetBank.
- b. Any weekly spend limit will apply to purchases (made through EFTPOS and online), and cash withdrawals (including from ATMs, through EFTPOS and in Branch) made with any card linked to your child's account.
- c. Transactions will be declined by us when we receive an authorisation request that will cause the weekly spend limit to be exceeded.
- d. We will generally decline transactions once the set limit is reached in a given week.
- e. You can change the weekly spend limit on your child's account at any time, unless your child's debit card has been locked (**see 7.2**). This change will apply immediately to the account and any cards linked to it.
- f. You are able to view the remaining weekly spend limit at any point during the week via the CommBank app or NetBank. The amount of the limit remaining resets every Sunday. While we make every effort to ensure the remaining limit shown is accurate and up to date, we do not guarantee that it is.

8 Replace Damaged and Lost and Stolen Cards

8.1 General Conditions

- a. By cancelling your card through the Lost and Stolen process using the CommBank app or NetBank, you have not:
 - i. cancelled the digital wallet associated with the card; or
 - ii. disputed any unauthorised transactions made on your account. Call us right away if you need to report any unauthorised transactions.
- b. The replace damaged and lost or stolen functions are reliant on computer and/or telecommunications systems. Disruptions to these systems may result in the replace damaged and lost or stolen functions being unavailable from time to time.

- c. Whilst we make every attempt to decline transactions once you have completed the lost/stolen process, some transactions may still go through e.g. transactions that are not sent to us for authorisation including some contactless payments or transactions processed when there is a system interruption. If you identify any unauthorised transaction you can lodge a dispute with us.
- d. By using the replace damaged card function, you have not cancelled any cards and you can continue to use your current card until the new card arrives.
- e. Reporting a card lost, stolen or damaged will not prevent transactions using digital wallets provided you also request a replacement card. Please note that until you activate your replacement card your credit card account will not be viewable in NetBank & the CommBank app.
- f. We will send a notification via email or NetBank:
 - i. to you and your other cardholder (if there is one and we have their contact details), when a card is cancelled through the lost or stolen process; and
 - ii. to the primary or additional cardholder (if there is one) who completes the replace damaged process.

8.2 Personal credit cards and Business Platinum credit card

- a. The primary or additional cardholder can report their card lost or stolen. The settings will apply to:
 - i. the card selected by the cardholder; and
 - ii. the card held by any other cardholder on the same account.

For example, if the primary cardholder cancels their credit card, the additional cardholder's card will also be cancelled.

- b. The primary or additional cardholder can order a replacement card for their damaged card. The settings will apply only to the card selected.

8.3 Other Credit Cards and Debit Mastercard/Visa Debit

- a. Any cardholder can order a replacement card for their damaged card or report their card lost or stolen. This feature does not apply to any other card linked to the account.
- b. If you report your card lost or stolen, any recurring payments (e.g. direct debits) set up using your card number will not be processed. Direct debits set up using your BSB and account number will still be processed.

8.4 Keycards

The cardholder can report their card lost or stolen. The settings will not apply to the card of any joint account holder.

8.5 Travel Money Cards

It is not possible to report damaged lost and stolen Travel Money Cards via the CommBank app. The cardholder must call **1300 660 700** in Australia (local call) or **(+61) 2 9999 3283** outside Australia (reverse charges accepted).

9: Sending you electronic communications

9.1 Notices about Electronic Banking

- a. We may give you your notices through:
 - i. NetBank, if you are a NetBank customer (or 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; or
 - ii. email to an email address you have given us for contacting you;
 - iii. SMS message to a mobile telephone number you have given us for contacting you;
 - iv. electronic message to any other electronic address you have given us for contacting you;
 - v. advertising in the national or local media; or
 - vi. any other means we agree with you.
- b. You can change your electronic address on NetBank, on the CommBank app or by calling us on **13 2221**.
- c. Where we provide notice by advertising in the national or local media, that notice will take effect on the day the advertisement appears in the media unless a later date is set out in the notice.
- d. You will be taken to receive an electronic statement or notice from us on the day that our notification enters the first information system outside CommBank (e.g. the server of your email address).
- e. We may notify you of changes to these Terms and Conditions, by electronic delivery (using any of the methods set out above) or advertising in the national or local media, as described in **clause 22**.

9.2 Marketing and Commercial messages

This clause relates to the marketing and commercial electronic messages we may send you. If you provide us with your contact details, such as your email, telephone number and other personal information, you agree that we may use them to communicate with you (unless you tell us not to), including:

- to send you commercial electronic messages;
- for direct marketing purposes; and
- to make phone calls to you on an ongoing basis.

By registering for online services (such as NetBank) or accessing CommBank apps (such as the CommBank app), you also agree that (unless you tell us not to) we may send you commercial electronic messages and/or direct marketing through these online services and apps (including push notifications, in-app messages and notifications, or messages to your NetBank inbox).

If you use a virtual assistant that is available in our online services or app, you agree that the virtual assistant may send you commercial electronic messages or direct marketing in its responses to the prompts you submit to the assistant.

We may use third party service providers such as marketing companies or mail houses to send messages on our behalf for direct marketing purposes. You agree that (unless you tell us not to) we may share your personal information with marketing companies or mail houses so they can send you direct marketing messages on our behalf.

Changing your preferences

We will provide you with options you may use to opt out of receiving commercial electronic messages we send you and to choose the way we send them to you. While in some cases one of the options may be an unsubscribe facility, you agree:

- we are not required to include an unsubscribe facility in commercial electronic messages we send you; and
- you may be required to log in to your NetBank or CommBank app account and update your marketing preferences, to unsubscribe from commercial electronic messages.

Opting out of messages sent by Commonwealth Bank will not opt you out of receiving messages from other brands within the Commonwealth Bank Group where you have agreed to those other brands sending you messages. If you would like to opt out of receiving commercial electronic messages from other Commonwealth Bank Group brands, please follow the opt out facilities in their communications or as set out in their terms and conditions.

10: NetBank

10.1 Responsibility for NetBank

- a. When your Client Number and password are used to conduct a transaction or otherwise communicate with us using NetBank, you agree we can assume that the transaction or communication is performed by you because no other person should know your Client Number and password.
- b. You will be responsible for all such transactions and communications performed with the use of your Client Number and password. However, in relation to any transaction which you dispute is an authorised transaction, your liability is determined in accordance with the rules in **clause 18**.

10.2 Multi-factor Authentication (MFA)

- a. For customers using our app, you may be required (if identified) to complete MFA every time you log on to NetBank (exceptions may apply). MFA, via the app, helps confirm if it was a legitimate attempt by you trying to log on to NetBank. It can provide an additional layer of security to help protect your accounts from scams and fraudulent or unauthorised activity.
- b. When you log on to NetBank, you'll be required to enter your NetBank Client Number and password, then respond to a push or in-app notification within the CommBank app to approve or decline the attempted NetBank logon.
- c. NetBank will limit the number of attempts you have to approve an MFA logon attempt. If you max out the number of attempts, you'll be locked out of NetBank temporarily but will still have access to the app. Once the lock has been lifted, you'll be able to try and log on to NetBank again.
- d. If you need to log on to NetBank but are unable to access or log on to the CommBank app to complete MFA, you'll need to call us or visit us in branch. Our staff will be required to verify your identity before they can assist you. In certain scenarios, we may need to remove your access to the CommBank app so that you can log onto NetBank.

- e. Contact us immediately if you lose your device or if your logon details have been compromised or access to NetBank and/or the app has been breached. You may be liable for unauthorised transactions if you fail to protect your details. See **clause 18** for information on protecting against unauthorised transactions.

10A: Use of Automated Agents (Non-Humans)

If a User uses, enables, allows the use of or proposes to use an Automated Agent to access or interact with an Electronic Banking function, you must comply with the conditions below.

10A.1 Transparency and Approval

A User must not allow an Automated Agent to access, use, or interact with an Electronic Banking function unless:

- a. the User is expressly permitted to do so under these Terms or is otherwise authorised by us; and
- b. the Automated Agent clearly identifies itself and its function when interacting with an Electronic Banking function system.

10A.2 Responsibility and Liability

You are responsible, to the extent permitted by law, for the conduct, actions, outputs, instructions, outcomes, loss, damage and consequences of any Automated Agent acting on a User's behalf, caused to you, us or any other person. This includes any breach of these Terms, misuse of credentials (including, for example, login details, card details or any other authentication information used to access an Electronic Banking function), or any harm, interference or degradation caused to our systems, services or platform security.

Subject to **clause 18**, any instructions or actions or other Electronic Banking transactions submitted via an Automated Agent will be attributed to you and deemed to have been submitted with your knowledge and consent. You will be liable, to the extent permitted by law, for any loss suffered in connection with unauthorised transactions effected by an Automated Agent acting on a User's behalf, if you or any other User have failed to comply with the safeguarding requirements in **clause 17**.

10A.3 Restrictions of Use

Automated Agents must not:

- a. Mimic, simulate, or automate human interactions in a way that circumvents an Electronic Banking function security measure (including, for example, CAPTCHA);
- b. Scrape, extract, or copy any data from an Electronic Banking function, unless expressly authorised by us; or
- c. perform, initiate or simulate customer transactions without human oversight or our authorisation.

10A.4 Binding Effect

If an Automated Agent accesses or uses an Electronic Banking function, that Automated Agent agrees to be bound by these Terms.

11: Deposits at our ATMs and Post Offices

11.1 Types of deposits

Deposits can be made at select CommBank ATMs:

- a. with your eligible CommBank card and PIN to deposit into a linked Account;
- b. with your eligible CommBank card and PIN using the 'Pay someone else' feature to deposit into a CommBank account using account details (Not available for Deposit Only or corporate cards); and
- c. by using QR Cardless Deposits and scanning the QR code on a compatible CommBank ATM (only available for QR Cardless eligible CommBank accounts).

Deposits can also be made at selected participating Post Offices with your eligible CommBank card and PIN to deposit into a linked account. Please see

<https://www.commbank.com.au/banking/bank-at-post.html> for further information on depositing cash with a card and PIN at participating Post Offices.

11.2 Responsibility when depositing at our ATMs

- a. When you or any other user make a deposit at our ATMs, it is your responsibility to confirm the correct amount you wish to deposit and the correct Account to which you wish to deposit to. The account name of the recipient does not form part of your deposit instructions and will not be used or checked by us in making your deposit. If you tell us to make a deposit and after we have implemented your instructions you discover that you have made an error, or the incorrect amount has been deposited, contact us on **13 2221** or at a branch to lodge a dispute as soon as possible.
- b. We accept responsibility for the security of deposits lodged at our ATMs. The amount of the deposit is subject to later verification by us, having regard to:
 - i. surveillance and / or other security measures demonstrating that the deposit ATM and the cash deposited into it had not been tampered with before we verify the amount deposited;
 - ii. the extent to which we can distinguish the deposit from other deposits in the ATM; and
 - iii. the extent to which we can demonstrate that our count is not affected by any malfunction of the ATM.
- c. If we differ on the amount of the deposit, we will tell you of the discrepancy as soon as possible.

11.3 Responsibility when transacting at our dedicated self-service coin counting machines or ATMs

- a. Dedicated self-service coin counting machines or ATMs may be used (where available) by a user in branch, as a way of transacting the monetary value of coins that are not Mutilated Coins, either into a nominated CommBank account or as an assisted cash exchange (depending on Device type).
- b. We reserve the right to adjust the monetary value of the amount of the transaction completed using a dedicated self-service coin counting machine or an ATM where errors occur. This includes where we reasonably believe that Mutilated Coins have been inserted into the dedicated self-service coin counting machine or ATM contrary to **clause 11.3(a)**, and have been included in the value of a transaction determined by the dedicated self-service coin counting machine or ATM. To the extent legally permitted,

we will notify you if such later adjustment occurs. Any adjustment (including any debit to your account after the transaction has been completed) will be limited to the difference between the value credited to you and the value we receive. Where Mutilated Coins are deposited, the value we receive will be determined by the Royal Australian Mint.

- c. It is the responsibility of a user to ensure that the value of the transaction is known prior to usage. You or a user must notify us at the time of completing the transaction of any errors.

11.4 Deposit limits

- a. A combined maximum of \$10,000 in cash per day can be deposited into an account using our ATMs and/or participating Post Offices.
- b. The following card limits apply for cash deposits at our deposit ATMs depending on how you make the deposit:

Cash deposit type	Daily Card Limit
Using your card with a linked account at our ATMs.	\$10,000 per day per card.
Using the 'Pay someone else' feature.	\$5,000 per day per card.

For information on the terms and conditions for QR Cardless Deposits, including information on applicable cash deposit limits, please see the CommBank app Terms and Conditions which can be found in the CommBank app on your iOS or Android device.

12: Performing transactions

12.1 Enter the correct information

- a. When you or any other user make a transaction with electronic equipment, it is your responsibility to ensure we are given the correct amount to pay or transfer, and the correct account to which the payment or transfer credited is to be credited. The account name of the intended recipient does not form part of the payment instructions and will not be used in processing the payment.
- b. For a PayID® transaction, it is your responsibility to ensure the PayID is correct. The PayID owner's name will be displayed before you submit the payment. You should check that it matches the name of your intended recipient.
- c. For a payment using a BSB and account number, it is your responsibility to ensure the BSB and account number are correct. We may use Confirmation of Payee (enhanced with our NameCheck technology) to confirm the account name of the BSB and account number you want to make a payment to or to give you a view on the likelihood that the account name you enter matches the account and prompt you to take further steps to ensure you are paying the intended recipient. If the Confirmation of Payee result indicates that the details don't look right, you should check the information entered and re-confirm the details with the intended recipient before proceeding with the payment. We may limit or suspend your use of Confirmation of Payee if we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activities that might cause you or us to lose money.

- d. 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 on us).[^]

You can contact the recipient to obtain a refund or contact us.*[^]

[^] Does not apply to transactions or transfers made on an Everyday Investing Account.

* We will attempt to recover the funds on your behalf in accordance with **clause 13**.

12.2 Scheduling future payments and transfers

- a. With some Account types, you can 'schedule' a payment or transfer using NetBank or the CommBank app by nominating a future date on which such a transaction is to be made.
- b. 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 transactions 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, Australia time). Otherwise, we will process the payment or transfer as originally instructed by you.

12.3 Limits for transfers

a. The following transaction limits apply for Electronic Banking functions:

Type	Per transaction limit	Per day limit
Debit Cards	No limit (you can transact up to your available Account balance).	See <u>clause 12.4</u> .
Telephone Banking – Voice	\$99,999,999.99 (or up to your available Account balance) 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.	No limit (you can transact up to your available Account balance or credit limit).
Telephone Banking – IVR Limit	\$3,000 when making payments through BPAY using the Interactive Voice Response Self Service (IVR).	\$3,000 when making payments through BPAY using the Interactive Voice Response Self Service (IVR).
NetBank or CommBank app	\$99,999,999.99 (or up to your available Account balance) to or from a linked statement account. \$99,999.99 (or up to the available credit limit) to or from a linked Account being a credit card account.	\$2,000 when transferring to a PayID or non-linked account (for example, another person's account or an account at another financial institution). \$5,000 when transferring by International Money Transfers using NetBank. Before you can use this service, you need to contact us to activate it. \$20,000 when making payments through BPAY using NetBank.

- b. To amend the daily limits for transactions using NetBank or the CommBank app (excluding transactions made through an Everyday Investing Account):
- log in to NetBank or the CommBank app and search 'Update daily payment limits'; or
 - call us on **13 2221 option 4**.

Increasing these limits can increase your liability for unauthorised transactions.

- c. The daily limits applying to transfers to PayIDs/non-linked accounts, International Money Transfers and BPAY-using NetBank or the CommBank app operate independently of each other.
- d. We may in our discretion remove or reduce your access to transfers and/or payments to third parties or non-linked accounts, including by PayID, BPAY payments and/or International Money Transfers (if applicable) and/or reduce your payment limit if:

- i. you have requested a higher payment limit and have not made a transaction utilising any of that increased limit within the last month;
 - ii. we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activity that might cause you or us to lose money;
 - iii. we provide a NetCode Token and you don't register it within 30 days;
 - iv. you are registered for NetCode SMS but fail to give us your mobile telephone number;
 - v. you tell us that you don't want to use NetCode SMS or Token; or
 - vi. we reasonably consider it is necessary to comply with, for example, our Group Anti-Bribery and Corruption Policy, any laws in Australia or overseas, or to manage any risk including any risk of fraud through scams or cyber-crime.
- e. When we take any action under clause (d), we will act fairly and reasonably towards you. Except to the extent caused by our fraud, negligence or wilful misconduct or that of our agents, we will not be responsible for any loss, cost, expense or other inconvenience you incur from any action taken under **clause 12.3(d)**.
- f. If we reduce your payment limit, information about the new reduced limit can be accessed in NetBank and the CommBank app, and information on default payment limits is set out above.
- g. Without limiting our rights under clause (d), 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.
- h. Until we reactivate your NetCode, functions requiring a NetCode may be unavailable.

12.4 Card transaction limits and other restrictions

- a. Daily withdrawal limits apply to cash withdrawals made through ATMs, EFTPOS, overseas using Maestro/Cirrus and Visa Plus networks, Post Offices and other agencies with electronic banking terminals.
- b. You can change the daily withdrawal limit using NetBank or the CommBank app. You must be registered for NetCode SMS or NetCode token for this.
- c. Unless you have changed it, your daily withdrawal limit is:

for any Credit Card	\$800
for a Keycard or other Debit Card issued before 28 July 2008	\$800
for a Keycard issued from 28 July 2008	\$1000
for a Debit Card issued from 28 July 2008 to 8 February 2015	\$1000
for a Debit Card issued from 9 February 2015	\$2000

For information on the terms and conditions for QR Cardless Withdrawals, including applicable cash withdrawal limits, please see the CommBank app Terms and Conditions which can be found in the CommBank app on your iOS or Android device.

- d. ATM withdrawals are also subject to the note denominations available at the ATM.
- e. We may limit the number of cards that may be issued or linked to a single account or customer profile.

If you request a higher daily Electronic Banking withdrawal limit your liability for unauthorised transactions may increase. See clause 18.

12.5 Other Limits

- a. In addition to any other limit which may apply to Electronic Banking transactions, we may in our discretion limit the amount each user may transfer or pay from all Accounts:
- using an Electronic Banking function and in branch to all accounts and/or merchants which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange or being used to purchase cryptocurrency or digital assets to no more than AUD \$10,000 in a calendar month; and/or
 - using a particular payment product, type of transaction or dealing via an Electronic Banking function and in branch to no more than AUD \$10,000 in a calendar month; and/or
 - using an Electronic Banking function and in branch where it is reasonably necessary to prevent systemic or individual criminal activity, including suspected or potential fraud or scams, to no more than AUD \$10,000 in a calendar month.
- b. Merchants, BPAY Billers and other financial institutions may impose other restrictions on transactions made using Electronic Banking functions.

12.6 When are transactions made using Electronic Banking functions processed?

- a. Transactions made using Electronic Banking functions on most Accounts are generally processed on the day they are made or scheduled¹ to occur (Sydney, Australia time).
- b. In some cases, for example, with payments addressed to a PayID, the transactions may be processed almost immediately.
- c. In some cases, transactions may be processed or settled on a different day to the day on which they are performed. Where this occurs, the date on which we consider transactions to have been performed may be shown as the “value date” on your account statement.
- d. There will usually be a delay of one business day between the time we debit your Account for an e-banking transaction and the time the recipient’s account is credited. Automated Funds Transfers initiated or scheduled to occur on non-business days will be processed by us, and credited into the recipient’s account on the next business day².
- e. For security reasons, including to protect you or us from losses resulting from payments or transfers to accounts we reasonably believe may be being used for unlawful purposes or associated with cryptocurrency or digital asset exchanges, we may place a hold on funds transferred to or from your Account using an Electronic Banking function.

See ‘Refusal of Service’ (**clause 14**) below for more details. The hold may apply:

- i. for 24 hours;
 - ii. in some circumstances, where the transaction takes place after 7:30pm (Sydney, Australia time), until the day after the following day; or
 - iii. for as long as we reasonably need to investigate the transaction.
1. Refer to **clause 12.2 Scheduling future payments and transfers** for more information.
2. If you schedule an Automatic Funds Transfer on or around the last business day of the month, if that day falls on a non-business day or a non-existent day (for example, payment is scheduled for the 31st of each month and a particular month has only 30 days), we will process the transfer on the following business day which means the transfer might not be shown in the closing account balance for the receiving account until the next business day. This can affect whether you qualify for bonus interest otherwise payable on certain savings accounts.

13: Mistaken payments

The clauses below describe the circumstances in which we will seek to recover funds from an Unintended Recipient of a mistaken payment and the circumstances in which you will be liable for losses arising from a mistaken payment.

We and the Receiving ADI are required to follow the steps set out in the ePayments Code for mistaken payments. These steps depend upon:

- how much time you take to report the mistaken payment after it was made,
- whether funds are available in the Unintended Recipient's account;
- whether we and the Receiving ADI accept that there has been a mistaken payment; and
- whether the Unintended Recipient consents to the return of funds even if the Receiving ADI is not satisfied that there has been a mistaken payment.

When you report that a mistaken payment has been made from your Account, we will acknowledge your report and investigate it. We do not have to take any further action if we're not satisfied there has been a mistaken payment. If we are satisfied that the payment was a mistaken payment, we will, as soon as possible and in any event within 5 Business Days of your report, send the Receiving ADI a request to return the funds. The Receiving ADI is supposed to acknowledge our request and advise whether there are sufficient funds in the account of the recipient to cover the return of the payment.

- **You report within 10 Business Days of the payment**

The Receiving ADI is supposed to return the funds if it is satisfied the payment was a mistaken payment and that there are sufficient funds available in the account of the Unintended Recipient.

- **You report between 10 Business Days and 7 months**

The Receiving ADI is supposed to complete an investigation within 10 Business Days of our request. If it is satisfied a mistaken payment has occurred, it is supposed to notify the Unintended Recipient that the funds cannot be withdrawn for 10 Business Days and that the Unintended Recipient has that time to demonstrate their entitlement to the funds, failing which the funds will be returned to us within a further 2 Business Days to credit back to your account.

- **You report more than 7 months after the payment**

If the Receiving ADI is satisfied a mistaken payment has occurred, it is supposed to seek consent of the Unintended Recipient to return the funds. With such consent, the Receiving ADI would be supposed to return the funds to us and we would credit them to your account as soon as practicable.

Where the Receiving ADI is satisfied there has been a mistaken payment but there are not sufficient funds available to repay the funds in full, the Receiving ADI is supposed to exercise discretion, based on an appropriate weighing of interests of both the sending consumer and Unintended Recipient and information reasonably available to it about the circumstances of the mistake and the Unintended Recipient, in deciding whether it should:

- a. pursue the return of funds in full as a lump sum or by instalments over time;
- b. pursue the partial return of funds; or
- c. not pursue any return of funds.

14: Refusal of service

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 used as a vehicle for, or may cause or result in Financial Abuse;
- is offensive, 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, we 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.

We may receive a complaint or request from or on behalf of a recipient of a transaction or dealing of yours using Electronic Banking which we may investigate and consider in light of CBA's Acceptable Use Policy. You acknowledge and agree that we may respond to a complaint or a request by sharing the outcome of such investigation, including any related action taken against you.

- a. We may in our discretion suspend or terminate the provision of an Electronic Banking function to you (for example this may include suspending your access to NetBank or the CommBank app, or holding the processing of a payment). When we do this we will act fairly and reasonably towards you.
- b. Our rights to do this include cancelling or suspending any access or use of an Electronic Banking function and declining or holding the processing of a transaction or dealing or particular types of transactions or dealings without prior notice. Such circumstances may include where:
 - i. you have not logged into NetBank or the CommBank app for six months (you may contact us to unlock your access at any time);
 - ii. we think your Account, any card issued by us or an Electronic Banking function or the transaction, dealing, payment or type of transaction, dealing or payment may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
 - iii. you seek to make a payment to, or purchase from, a merchant, account or type of account which we reasonably believe may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
 - iv. you seek to make a payment to, or purchase from, a merchant, account or type of account which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange;
 - v. we consider it reasonably necessary to do so, for example, to comply with laws or Card Scheme Rules in Australia or overseas, to manage regulatory risk or if your instructions are not clear;

- vi. the products or services being offered are illegal in Australia or elsewhere, or contain offensive material;
 - vii. the products or services being offered or the associated purchase poses a risk to the function or integrity of information systems or data;
 - viii. your Account or access method has been operated in a manner we reasonably consider is unsatisfactory or inconsistent with these Terms and Conditions;
 - ix. you do not provide us with information we reasonably request;
 - x. you do not update the security certificates as required for your product or service, or fail to maintain minimum browser, security or operating system requirements for your product or service;
 - xi. we believe on reasonable grounds that you may be using or have used Electronic Banking in a manner which may cause any other person loss or harm (for example, in a way which cause Financial Abuse);
 - xii. we believe on reasonable grounds that you may be (or a signatory using your Account or access method may be) a person, acting for or conducting business with a person:
 - with whom we are not permitted to deal with by law or a regulatory authority;
 - in breach of laws relating to money laundering and terrorism financing; or
 - xiii. we believe on reasonable grounds that your Account or an Electronic Banking function is being accessed, interacted with or used by an Automated Agent in a way that is not authorised under these Terms and Conditions or by us;
 - xiv. we believe on reasonable grounds that your Account or an Electronic Banking function is being accessed, interacted with or used (including by an Automated Agent) in a way that may, in our view, compromise or has the potential to compromise the security, integrity, availability or performance of our systems, data, services or the content and functionality available through the Electronic Banking functions; or
 - xv. you are travelling to a sanctioned jurisdiction, while you are in that jurisdiction. If we reasonably suspect you are residing in a sanctioned jurisdiction, we may without notice close or suspend access to your Account. A list of sanctioned jurisdictions may be found at www.commbank.com.au/sanctionedcountries
- c. Without limiting our liability to account to you for any funds we receive on your account, and except to the extent caused by our fraud, negligence or wilful misconduct, or that of our agents, in taking any action under this **clause 14**:
- i. you must pay any losses, costs or expenses that we incur in relation to any such action, including administrative costs; and
 - ii. we will not be responsible for any loss, cost, expense or other inconvenience you incur when we terminate or suspend the provision of an Electronic Banking function or decline to process, or hold the processing of, a transaction, dealing or payment.

15: What happens if the electronic equipment or our systems do not work properly or are unavailable for use?

- a. Usually, our electronic equipment and systems form part of a shared electronic network to complete transactions. We take all reasonable steps to ensure that our electronic equipment and systems function properly during our usual operating hours.
- b. However, failures may occur and this can affect liability for transactions made or attempted using such equipment and systems.

If	Then
Equipment or systems forming part of a shared electronic network fails to complete a transaction accepted by the equipment or system in accordance with a user's instructions	We are liable to you for any loss caused by that failure
A user should reasonably have been aware at the time of use that the equipment or systems are not available or are not functioning properly	Our liability to you is limited to correcting any wrong entry in your account and to refunding any charges and fees imposed on you. For any transaction performed in relation to a Business Account (regardless of whether any other Account or any Electronic Banking function may have also been used or involved), we shall not be liable for any delay or failure in the completion of any transaction or any malfunction of equipment or systems to the extent caused by any event or circumstance outside our reasonable control and we are not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes in these circumstances except to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.

- c. You have the benefit of certain protections as a consumer under the Australian Consumer Law. Nothing in this document shall be taken to exclude liability which may not be excluded under the Australian Consumer Law.

16: Disputes

16.1 What to do if you have a complaint

- a. If you have a complaint about our services, products, facilities or any other aspect of Commonwealth Bank, we'd like to hear from you.
- b. To make a complaint, please contact us on **1800 805 605** (freecall). You can also make a complaint in the following ways:
 - i. verbally or in writing directly to your relationship manager or at any one of our Commonwealth Bank branches;
 - ii. by visiting www.commbank.com.au/contact-us/compliments-complaints and completing the online complaint form; or
 - iii. by writing to us, care of:
CBA Group Customer Relations
Reply Paid 41, Sydney NSW 2001
- c. We strive to resolve your complaint promptly.
- d. You will be advised of the details (including the timeframes) of our internal dispute process, and an officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly.
- e. If you're not satisfied with our handling of your matter, you can refer your complaint to external dispute resolution. The Australian Financial Complaints Authority (AFCA) scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The contact details for AFCA are:

Website: www.afca.org.au

Email: info@afca.org.au

Phone: **1800 931 678** (free call)

Postal address:

GPO Box 3, Melbourne VIC 3001

- f. To find out more information about our Complaints process visit:
www.commbank.com.au/contact-us/compliments-complaints

16.2 BPAY

- a. If we reasonably conclude that your Account has been correctly debited or credited or, in the case of an unauthorised transaction, that you are liable for the loss or part of the loss, we will:
 - i. let you know in writing of the amount debited or credited; and
 - ii. give you copies of any document and/or other evidence on which we based our finding.
- b. 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.

16.3 Disputes with other parties

- a. Except to the extent required by any law, we are not liable if any retailer:
 - i. refuses to accept a card, PIN, password or other code;
 - ii. overcharges you; or
 - iii. supplies goods or service or supplies which are defective or which do not match the description when sold; or
 - iv. fails to supply goods or services.
- b. Any dispute a user has with a retailer, must be resolved with the retailer. In some circumstances where you have paid with a Debit Card, you may be entitled to a chargeback under the Card Scheme Rules. Refer to **clause 4.5** above.
- c. You must ensure that you enter the correct amount in the electronic equipment before authorising the transaction.
- d. Unless you can provide satisfactory evidence to the contrary, you agree that:
 - i. the amount shown on a sales voucher or any other evidence created at the time of a purchase is sufficient evidence of the purchase amount;
 - ii. the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the amount of the cash withdrawal; and
 - iii. the above applies regardless of whether the voucher, receipt or other evidence is signed by you.

17: Safeguarding your Account against unauthorised access

17.1 Your obligation to protect against unauthorised access

- a. Access methods comprise the keys to your Account. You must do everything you reasonably can to protect all means of access to your Account.
- b. This 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 or person.
- c. This also includes ensuring that where you have given card or account details to a merchant for future transactions, each transaction processed by that merchant requires a password which you keep secret or a biometric identifier (such as a thumb print or face scan).
- d. You are responsible for taking the safeguarding measures set out in this **clause 17** and may suffer loss if you fail to do so or if you act with extreme carelessness in failing to protect the security of any PIN or password or other code.
- e. If you use VoIP or NetBank to conduct any banking, you should also first use up-to-date anti-virus, firewall and anti-spyware software.
- f. You should also satisfy yourself as to your VoIP / internet service provider's security and data protection measures and understand whether they route communications offshore where data protection laws may not adequately protect your data.

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. Call our hotline numbers listed in Where to Get Help or visit any branch.	If you report the event, we will give you a number that you should keep to verify the date and time that you reported the misuse, loss or theft. We will be liable for losses incurred after you tell us.
You suspect that someone has knowledge of your or any user's PIN, password or other codes.		
There has been unauthorised access to your Account.		

- g. 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).
- h. You must ensure that you are aware of the potential for fraud to be committed through scams and cyber-crimes including appropriate precautions to take. You can do this by reviewing our scam advice page on our website: **How to protect yourself from scams: www.commbank.com.au/support/security/how-to-spot-hoax-scam.html**

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

- a. 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.
- b. We do not hold you liable for any unauthorised transactions that could have been stopped if our customer reporting facilities weren't available at the time you tried to report the loss, theft or misuse.
- c. However, you should visit one of our open branches or call us as soon as possible.

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

- a. 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.
- b. We may cancel a Debit Card and Keycard if it is not used for 6 months or more.
- c. Before using a 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.
- d. A Client Number may be permanently cancelled by us without notice to you if:
 - i. it has not been used for 12 months or more; or
 - ii. we have suspended it for security reasons (for example, because an incorrect password was entered) and you do not contact us within a reasonable time to arrange for a password change and for the Client Number to be reactivated.

- e. If we cancel 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 us on **13 2221 option 4** or by visiting our website www.commbank.com.au/netbank

17.4 Safeguarding your cards and Devices (including NetCode Tokens)

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

17.5 Using NetBank, NetCode or the CommBank app to authorise online shopping transactions

- If you are registered for NetBank or use the CommBank app or you hold a Commonwealth Bank credit card or 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.
- If we send you a NetCode Token, you must:
 - register the NetCode Token within 30 days; and
 - generate and enter your current NetCode when you login to NetBank and for some internet purchases using your Commonwealth Bank credit card or Debit Card.
- If you are registered for NetCode SMS, then you must:
 - make sure your current mobile telephone number is registered with us (to check, simply log in to NetBank, go to the 'Profile' section 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 or Debit Card.
- We issue NetCode Tokens when it is not practicable to provide the NetCode SMS service. Once issued, NetCode Tokens remain our property and must be returned on request. One active NetCode Token is issued per Client Number and cannot be used in conjunction with another person's Client Number.

- f. If you are registered for the CommBank app and use a CommBank issued card to shop online we may require you to authorise your online transaction within the CommBank app. We will tell you when you need to authorise a transaction using the CommBank app by sending an alert to all devices on which a CommBank app linked to your customer profile have been registered. Your online card transaction will not be processed until this authorisation has been completed.

17.6 Safeguarding your PINs, passwords or other codes

Always	Never
• Memorise a PIN, password or other code* as soon as possible or disguise any PIN or password that is recorded so that others will not be able to decipher it[^] 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. • 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. • 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.	• Tell or let anyone find out a PIN, password or other code – not even family, friends or us. • Record a PIN, password or other code (disguised or not) on a card, Device, computer, mobile phone or tablet device. • 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. • Save your Client Number, password or NetCode in your browser. • Install, or allow anyone else to install, any software that enables any person to remotely access your device used for Electronic Banking.

*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.

18: Liability for transactions

18.1 Generally

Generally speaking you are liable for any losses arising from the acts and omissions of all users. You will be liable for:

- a. transactions carried out by you or with your knowledge and consent;
- b. 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
- c. unauthorised transactions if you or any other user have failed to comply with the safeguarding requirements in **clause 17**, for example by not making a reasonable attempt to disguise or prevent unauthorised access to a PIN, password or other code or by unreasonably delaying telling us of the loss, theft or misuse of a card, Device, PIN, password, Client Number or other codes, or electronic equipment.

18.2 Unauthorised transactions

- a. An unauthorised transaction is a transaction which is carried out without your knowledge and consent.
- b. The following sections describe when you are liable for losses for unauthorised transactions. These provisions do not apply to transactions authorised by a user's signature such as certain Debit Card transactions for which a user has signed a payment authority. However, chargeback protection may be available in that situation under Card Scheme Rules – see **clause 4.5**.
- c. We'll accept a report of an unauthorised transaction provided you submit the report to us within 6 years from the day that you first become aware (or should reasonably have become) aware of the unauthorised transaction.

18.3 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:

- a. it is clear a user did not contribute to the loss;
- b. the loss arises after you notified 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;
- c. the loss is 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;
- d. the loss occurs because any component of an access method was forged, faulty, expired or cancelled;
- e. the loss results from a transaction which occurred prior to you or another user receiving a Device or code issued by us that is required to access the account;
- f. the same transaction is incorrectly debited more than once to your account;
- g. the loss results from any conduct expressly authorised by us (provided any conditions imposed have been met);

- h. the loss results from a transaction performed using an Electronic Banking function where no Business Account is involved and which did not require a PIN, password or other code (unless a Device was lost or stolen and you or a user didn't promptly tell us the Device was lost or stolen);
- i. the loss results from a transaction performed in relation to a Business Account and the transaction, or the establishment or use of the relevant Electronic Banking function (including use of a card in conjunction with a digital wallet or the linking of any card to a digital wallet) did not require a PIN, password or other code or any form of Biometric Authentication (unless a Device was lost or stolen and you or a user didn't promptly tell us the Device used was lost or stolen or that the security of the PIN, password or other code or form of Biometric Authentication had been compromised); or
- j. you are otherwise entitled to a refund under the ePayments Code (where it applies).

18.4 When you will be liable for loss due to unauthorised transactions

- a. Where we can prove on the balance of probability that you or any user contributed to the loss, you will be responsible for losses resulting from unauthorised transactions. This applies in the following scenarios.

Scenario	What you will be liable for
The losses occurred before you notified us that a card or other Device used to access the Account has been misused, lost or stolen or that the security of the Account or a PIN, password or other code used to access the Account has been breached as a result of: • fraud by any user; or • you or any user failing to comply with the safeguarding requirements set out above in clause 17.	The actual losses which occur before you notify us that: • the card or other Device used to access the Account has been misused, lost or stolen; or • the security of the PIN, password or other code used to access the Account or perform the transaction has been breached, but only if such breach was the dominant cause of the loss.
A user leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM (for example, the ATM captures cards that are not removed after a reasonable time or requires that any card be removed from the ATM before a transaction can proceed).	The actual losses which occur before you notify us.
Losses result from your unreasonable delay in notifying us after you or a user becomes 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.

Scenario	What you will be liable for
Losses result from a transaction in relation to a Business Account: • made using Biometric Authentication to perform the transaction or to unlock a Device; or • made using a PIN, password or other code that you have failed to safeguard in accordance with the requirements in clause 17, whether to perform the specific transaction or to establish the relevant Electronic Banking function (such as to link a card to a digital wallet) by which the transaction is performed.	The actual losses which occur before you notify us of the losses.
b. 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 Card Scheme Rules when you use a Debit Card or Keycard. c. If a PIN, password or other code was needed to perform the unauthorised transactions and none of the circumstances above apply, you will be liable for the lesser of: \$150; - the balance of those Account(s) (including any prearranged 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 - 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).	

18.5 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:

- a. 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
- b. if the unauthorised transaction was a funds transfer that involved drawing on a line of credit accessible by the card, PIN, password, other code or Biometric Authentication needed to perform the transaction, whether at the time of making the line of credit accessible by the card, PIN, password, other code or Biometric Authentication, we have taken reasonable steps to warn you of the risk of the card, PIN, password, other code or Biometric Authentication being used to make unauthorised transactions.

19: 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. Please note that Youthsaver customers cannot use BPAY over the phone and NetBank Saver customers and Business Online Saver customers cannot use BPAY.

19.1 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.

Biller 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)	✓

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:

- a. an amount was not paid in accordance with your instructions – then you should call **13 2221** and talk to a customer service officer;
- b. 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;
- c. 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
- d. the account, Biller code or customer reference number was incorrect – then you should call **13 2221** and talk to a customer service officer.

19.2 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.

19.3 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 credit your account with the amount of the BPAY payment.

19.4 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. 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	• 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.
Access BPAY View regularly to receive your electronic bills and statements	• Agree to check your emails and/or our NetBank web site at least weekly; • Agree to ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available); • Agree to tell us if you or any user is unable to access your email, our NetBank website or a link to a bill or statement for any reason; • Agree that a bill or statement is deemed to have been received by you if a notification that you have a bill or statement is sent to your server at the email address nominated by you, whether or not you choose to access your email; or a notification that you have a bill or statement is posted on our NetBank website, whether or not you choose to access our NetBank website; and • Agree that a bill or statement will not be deemed to have been received by you if we receive notification that: your mailbox is full; or you cannot receive an email notification; or an email notification to you is returned to us undelivered.

You agree to	That means you
Disclose personal and transactional information as needed to facilitate the BPAY View process	• 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; • Agree to disclose any of your transactional information that is needed to process your BPAY Payments and any user's use of BPAY View; • 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; • Agree to notify us of any changes to your personal information including email address; • Agree to disclose any updates to your personal information to all other participants in the BPAY Scheme referred to underneath this table, as necessary.

Personal and transactional information will only be disclosed to: us; BPAY Pty Ltd; the Billers nominated by you; these Billers' financial institutions; and any agent appointed by BPAY Pty Ltd to provide the electronic systems needed to implement the BPAY Scheme (e.g. Cardlink Services Limited). We do 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 us, BPAY Pty Ltd or its agent, Cardlink Services Limited.

19.5 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.

19.6 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 we elect 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.

19.7 Using NetBank to store and delete bills and statements

- a. 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.
- b. 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.

19.8 What happens if there is problem with BPAY View?

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

19.9 Receiving paper bills and statements instead of electronic ones

- a. 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.
- b. 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:
 - i. if you or the Biller deregister from BPAY View;
 - ii. if we receive notification that your mailbox is full or that you cannot receive any email notification of a bill or statement;
 - iii. if our email to you is returned to us undelivered, e.g. your email address is incorrect or cannot be found;
 - iv. if we are aware that you are unable to access your email or our NetBank website or a link to a bill or statement for any reason; or
 - v. 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.
- c. However, we will take all reasonable steps to advise the applicable Biller of the circumstances, unless the Biller already knows about them.

We are not responsible for providing you with a paper bill or statement in the circumstances described above. However, we will reasonably endeavour to make such circumstances known to the Biller in the instance they are unaware of these circumstances.

20: PayTo payer conditions of use

20.1 Creating a Payment Agreement

- a. PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.
- b. If you or an Authorised Signatory elect to establish a Payment Agreement with a Merchant or Payment Initiator that offers PayTo payment services, you or the Authorised Signatory will be required to provide that Merchant or Payment Initiator with personal information including BSB/account number or PayID. You or the Authorised Signatory are responsible for ensuring the correctness of the account number or PayID provided for the purpose of establishing a Payment Agreement and that you or the Authorised Signatory are authorised to provide such information to the Merchant or Payment Initiator. Any personal information or data provided to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
- c. Payment Agreements must be recorded in the Mandate Management Service in order for NPP Payments to be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your Account or PayID details. We will deliver a notification of the creation of the Payment Agreement to you and/or any Authorised Signatories and provide details of the Merchant or Payment Initiator named in the Payment Agreement, the payment amount and payment frequency (if these are provided) to seek your confirmation of the Payment Agreement. You or an Authorised Signatory may confirm or decline any Payment Agreement presented for approval. If confirmed, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be deemed to be effective. If you or an Authorised Signatory decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.
- d. We will process payment instructions in connection with a Payment Agreement, received from the Merchant's or Payment Initiator's financial institution, only if you or an Authorised Signatory have authorised the associated Payment Agreement. Payment instructions may be submitted to us for processing immediately after you or an Authorised Signatory have authorised the Payment Agreement so care must be taken to ensure the details of the Payment Agreement are correct before authorising them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you or an Authorised Signatory have authorised.
- e. If a Payment Agreement requires authorisation within a timeframe stipulated by the Merchant or Payment Initiator, and authorisation is not provided within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.
- f. If you or an Authorised Signatory believe the payment amount or frequency or other detail presented is incorrect, you or the Authorised Signatory may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.

20.2 Amending a Payment Agreement

- a. Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.
- b. We will send you and/or any Authorised Signatory a notice of proposed amendments to the payment terms of the Payment Agreement requested by the Merchant or Payment Initiator for authorisation. Such amendments may include variation of the payment amount, where that is specified in the Payment Agreement as a fixed amount, or payment frequency. The Mandate Management Service will notify us of the amendment request. You or an Authorised Signatory may authorise or decline any amendment request presented for approval. If authorised, we will record the authorisation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be deemed to be effective. If declined, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.
- c. Amendment requests which are not authorised or declined within 5 calendar days of being sent for authorisation, will expire. If you or an Authorised Signatory do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.
- d. If you or an Authorised Signatory decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.
- e. Once an amendment request has been authorised by you or an Authorised Signatory, we will promptly update the Mandate Management Service with this information.
- f. Once a Payment Agreement has been established, you or an Authorised Signatory may only amend your Account details. Account details may only be replaced with another eligible Account you hold with us. We may decline to act on an instruction to amend your Payment Agreement if we are not reasonably satisfied that the request is legitimate. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

20.3 Pausing your Payment Agreement

- a. You or an Authorised Signatory may instruct us to pause and resume your Payment Agreement in NetBank or by contacting us on **13 2221**. We will act on the instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.

- b. Merchants and Payment Initiators may pause and resume their Payment Agreements. If the Merchant or Payment Initiator pauses a Payment Agreement to which you are a party, we will promptly send you and/ or any Authorised Signatory a notice of that, and of any subsequent resumption. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the Merchant or Payment Initiator.

20.4 Cancelling your Payment Agreement

- a. You or an Authorised Signatory may instruct us to cancel a Payment Agreement on your behalf in NetBank or by contacting us on **13 2221**.
- b. We will act on the instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service.
- c. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation. You will be liable for any loss that you suffer as a result of the cancellation of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.
- d. Merchants and Payment Initiators may cancel Payment Agreements. If the Merchant or Payment Initiator cancels a Payment Agreement to which you are a party, we send you and/or any Authorised Signatory a notice of that cancellation.
- e. We will not be liable to you or any other person for loss incurred as a result of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

20.5 Migration of Direct Debit arrangements

- a. Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers, may establish Payment Agreements for these, as Migrated DDR Mandates, in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System). If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you and/or an Authorised Signatory may be notified by them that future payments will be processed from your Account under PayTo. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you or an Authorised Signatory must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you or an Authorised Signatory for you to authorise or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate.
- b. You or an Authorised Signatory may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, in the manner described above.

General

20.6 Your responsibilities

- a. You and/or an Authorised Signatory must carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests.
- b. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.
- c. You or an Authorised Signatory must promptly read and where applicable respond to any notice received from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- d. You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods.
- e. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that Merchant or Payment Initiator.
- f. You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates.
- g. If you or an Authorised Signatory receive a Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us promptly by calling on **13 2221**.
- h. From time to time you and/or an Authorised Signatory may receive a notice from us requiring confirmation that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You or an Authorised Signatory must promptly respond to any such notification. Failure to respond may result in us pausing the Payment Agreements or Migrated DDR Mandates.
- i. If you or any Authorised Signatories use the CommBank app to do your banking, we recommend allowing notifications on the devices to ensure that you and your Authorised Signatories are able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.
- j. In using the facilities that we provide in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates you and any Authorised Signatory are required to:
 - i. not engage in conduct that in our opinion fails to meet our Acceptable Use Policy;
 - ii. ensure that all data you or an Authorised Signatory provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate, up to date and permitted to be disclosed; and
 - iii. otherwise comply with contractual obligations including in connection with safeguarding your Account against unauthorised access (e.g. protecting passwords/PINs).

- k. All intellectual property, including but not limited to the PayTo trade marks and all documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a revokable, royalty free, non-exclusive license (or where applicable, sub-license) to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this agreement.
- l. Where an intellectual property infringement claim is made against you or an Authorised Signatory, we will have no liability to you or the Authorised Signatory to the extent that any intellectual property infringement claim is based upon:
 - i. modifications to Our Intellectual Property by or on behalf of you or the Authorised Signatory in a manner that causes the infringement; or
 - ii. your or an Authorised Signatory's failure to use Our Intellectual Property in accordance with this agreement.
- m. You and any Authorised Signatory must comply with all applicable laws in connection with the use of PayTo.

20.7 Our responsibilities

- a. We will accurately reflect all information provided to us in connection with a Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.
- b. In addition to any other rights we may have to refuse a service, we may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreement or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues.
- c. If you or an Authorised Signatory become aware of a payment being made from your Account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you or an Authorised Signatory, please contact us as soon as possible on **13 2221** and submit a claim. We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

We accept no responsibility where we make a payment authorised by the terms of your Payment Agreement or Migrated DDR Mandate or we otherwise comply with your instruction. You should ensure the Payment Agreement or Migrated DDR Mandate are accurate before providing a payment instruction and that you comply with the terms of the agreement between you and the relevant Merchant or Payment Initiator, at all times.

20.8 Privacy

By you or an Authorised Signatory confirming a Payment Agreement and/or permitting the creation of a Migrated DDR Mandate against your Account with us, you acknowledge that you authorise us to collect, use and store your name and Account details (amongst other information) and the details of your Payment Agreement/s and Migrated DDR Mandates in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.

21: Click to Pay

21.1 About Click to Pay

- a. The Terms and Conditions in this section 21 apply to your use of the Click to Pay services that are provided by us.
- b. The Click to Pay services will help you complete transactions with participating merchants by automatically filling out information from your Click to Pay Profile that is required as part of the checkout experience on a merchant site. The Click to Pay service is comprised of two components being:
 - i. the enrolment of your card and details in your Click to Pay Profile, and functionality that enables you to manage the information in your Click to Pay Profile (**Click to Pay Offering**); and
 - ii. the Scheme Checkout provided by the relevant International Card Scheme.
- c. CommBank only provides the Click to Pay Offering;
- d. The Scheme Checkout is provided by the relevant International Card Scheme and you will be required to accept the terms of the relevant scheme with respect to its Scheme Checkout service. You will need to direct any claims, complaints or concerns you have in relation to the Scheme Checkout with the relevant International Card Scheme.
- e. You can enrol into the Click to Pay Offering using the CommBank app if you are eligible. CommBank may, in its discretion, also enrol eligible customers into the Click to Pay Offering, and if it does so, CommBank will provide a period of notice via a CommBank app notification and an opportunity to opt-out.
- f. You will be required to be enrolled in the Click to Pay Offering and also the Scheme Checkout in order to enable the Click to Pay services.
- g. You can enrol for the Click to Pay Offering to create and manage your eligible cards in your Click to Pay Profile, in the CommBank app only. By creating and using the Click to Pay Profile, you agree to the Terms and Conditions in this clause 21.

21.2 Click to Pay Profile and Eligibility

- a. You are eligible to enrol, create a Click to Pay Profile and receive the Click to Pay Offering if:
 - i. you are an individual customer and at least 14 years of age; and
 - ii. you have the latest version of the CommBank app, and
 - iii. have an eligible Commonwealth Bank issued Debit Mastercard or Mastercard credit card or a StepPay digital card.
- b. The following cards issued by us are not eligible for the Click to Pay services:
 - i. Visa and Mastercard business Debit Cards;
 - ii. Visa credit cards;
 - iii. Corporate cards;
 - iv. Keycards; and
 - v. Travel Money Cards.

- c. When a Click to Pay Profile is created, the following information (collectively, your **"Profile Information"**) will be collected by us and used as part of the Scheme Checkout to automatically fill the fields required to checkout online with participating merchants:
- i. your email address;
 - ii. your mobile number;
 - iii. your card details, being your primary account number ("PAN") and the expiry date;
 - iv. your billing address;
 - v. your first name and last name; and
 - vi. other information required to make payment using your Click to Pay Profile.

The Profile Information will be stored in a segregated CommBank directory.

- d. In using the Click to Pay Offering with your Profile Information, you acknowledge that:
- i. the email address and mobile number in your Click to Pay Profile is yours;
 - ii. you are a valid holder or authorised user of the card that is set up in your Click to Pay Profile; and
 - iii. the Profile Information in your Click to Pay Profile is correct, up to date and complete.
- e. By including your card on a Click to Pay Profile, you acknowledge and agree that the relevant International Card Scheme will facilitate the processing of your transactions through the Scheme Checkout. We will disclose some of your Payment Information to the merchant via the relevant International Card Scheme, in order to enable the processing of the Click to Pay transaction.
- f. The purchase of goods or services (including with respect to the quality and delivery of such goods or services, or concerning refunds, replacements or repairs or any rights you may have under relevant consumer laws) completed using your Click to Pay Profile is between you and the relevant merchants.

21.3 Managing your Click to Pay Profile

- a. You may manage, update or otherwise modify your Click to Pay Profile using the CommBank app or by contacting us.
- b. You are responsible for maintaining up-to-date and accurate information in your Click to Pay Profile, including all Profile Information and for maintaining adequate security and control of any and all emails, passwords, personal identification numbers or devices that you use to access your Click to Pay Profile.
- c. We will have no liability for the authenticity, validity, accuracy or completeness of your Profile Information, including your Profile Information that we may disclose to third parties to enable Click to Pay transactions.

21.4 Removal of your Click to Pay Profile

- a. We will delete your Click to Pay Profile in the following circumstances:
 - i. if you opt out of receiving Click to Pay services, using your Click to Pay Profile on the CommBank app;
 - ii. if we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activity, involving your Click to Pay Profile, that might cause you or us to lose money;

- iii. if you did not authorise a Click to Pay transaction, you may raise a “Did Not Authorise” dispute with us, and in such circumstances we will notify you that we will delete your Click to Pay Profile;
- iv. if we no longer provide Click to Pay services to our customers; or
- v. at our discretion, acting reasonably. Circumstances where we may delete your profile for this reason include, but are not limited to, if you are engaged in illegal activity or are using the Click to Pay services with false or inaccurate Profile Information.

21.5 Intellectual property

We own and retain all right, title, and interests, including all intellectual property rights, in and to, our systems and services that we provide to you in connection with the Click to Pay services and your Click to Pay Profile (but not the content of your Profile Information). We grant to you a revocable, royalty-free, non-exclusive licence to use our intellectual property rights for the sole purpose of using the Click to Pay services in a way that is consistent with the Terms and Conditions in **clause 21**.

21.6 Resolution of issues with your Click to Pay experience

- a. Please contact us using the contact details in **section 28** of these Terms and Conditions if you have any questions or issues with creating, accessing or managing your Click to Pay Profile, or if you require information related to opting-out of the Click to Pay services.
- b. You may use the CommBank app to opt-out of the Click to Pay services (i.e. if you wish to deactivate your Click to Pay Profile) by going to the Click to Pay section under Cards.
- c. If you have questions or concerns relating to the Scheme Checkout, please contact the relevant International Card Scheme.
- d. If you have concerns relating to the purchase of goods or services that you have made using your Click to Pay Profile, please contact the relevant merchant, including any issues with respect to the quality and delivery of such goods or services or concerning refunds, replacements or repairs or any rights you may have under relevant consumer laws.

21.7 Disclaimer

In using the Click to Pay product, you acknowledge and accept that to the extent permitted by law, we provide the Click to Pay product on an ‘as-is’ basis without warranty of any kind whatsoever to you.

21.8 Liability

Except for any liability that cannot be excluded by law, we will not be liable for any loss or damage suffered or sustained by you in connection with using Click to Pay services, including your access and use of your Click to Pay Profile.

22: Changes to these Terms and Conditions

- a. Acting reasonably, and to protect our legitimate interests, we may vary these terms and conditions by giving you advance notice of each variation. We may do this to ensure the Terms and Conditions are reasonable and appropriate for the electronic banking products and services we offer as they evolve over time.
- b. Our obligation to give you advance notice as specified under this clause does not apply if changes are required to immediately restore or maintain the security of a system or an individual Account or Electronic Banking function, including the prevention of systemic or individual criminal activity, including fraud and scams, or to otherwise manage a material and immediate risk.
- c. The amount and method of notice we give for changes are as follows:

Change	Minimum days' notice	Method of notice
Introduce or increase a fee or charge relating solely to the use, or the issue, of any additional or replacement cards, PINs, passwords or other codes used to access your Account.	30 days	By advertisement in the national or local media or in writing addressed to you* 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	By advertisement in the national or local media or in writing addressed to you* 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	By advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.
Any other change related to a Banking Service (as defined in the Banking Code of Practice) that we believe is unfavourable to you.	30 days	By advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.
Any other change.	Before the change takes effect	By advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.

*Notices in writing may be provided electronically – see 'Sending you electronic communications' in [clause 9](#).

23: 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 Terms and Conditions will continue to apply as if the void or unenforceable part had never existed.

24: Customer information and privacy

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

Our Group Privacy Statement contains information on how we process personal data under the General Data Protection Regulation (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 GDPR.

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

Our Group Privacy Statement 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.

25: Consumer Data Right

The Consumer Data Right (CDR) was introduced by the Federal Government to provide customers with rights to access specified data that relates to them (CDR data) held by organisations (data holders). It allows customers to authorise the sharing of CDR data to organisations accredited by the ACCC under the Consumer Data Right (accredited data recipients), as well as providers collecting CDR data from, or on behalf of, an accredited data recipient.

For more information about the CDR, please see our Consumer Data Right Policy available on our website at commbank.com.au

Our Consumer Data Right Policy describes your rights under the CDR legislation.

For joint account holders, our Consumer Data Right Policy includes information about the circumstances in which you or any of your other account holders is able to:

- share CDR data from your joint account with accredited data recipients and others under the CDR, without each other's further approval; or
- choose another person as a data sharing delegate without each other's approval. A data sharing delegate is able to share CDR data from your joint account with accredited data recipients and others without further approval.

26: 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	When fee is charged
Recent Transaction List Fee	AUD\$0.50	A recent transaction list fee is charged for each recent transaction list issued by a Commonwealth Bank Automatic Teller Machine.
Access Fee	AUD\$2.00 When you take out money at ASB Bank ATMs in New Zealand or CommBank ATMs outside of Australia. AUD\$5.00 plus 3.5% of transaction value Cash withdrawals in foreign currency or any cash withdrawals overseas. AUD 3.5% of transaction value Purchases made overseas or in Australia where the merchant is located overseas or the financial institution or entity processing the transaction is located overseas.	The fee is charged to the Account at the time of the withdrawal or after the purchase has cleared.

Note: We do 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 [section 26: Fees and charges](#) 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 are converted by Commonwealth Bank into Australian dollar equivalents at a rate set by us on the day the transaction is processed.

NetBank service fees

Service fees may apply when you use NetBank and the CommBank app (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 Transaction Fee apply to our mobile phone application).

Name of fee and description	Amount of fee	When fee is charged to account
International Money Transfers (IMT)		
For fees relating to International Payments and travel funds, refer to the Standard fees and charges for international payments and travel funds available on the CommBank website at commbank.com.au/imtfees		
Trace Fee		
If you request confirmation that a third party payment was received at the destination account.	\$25.00 per transaction	The fee is charged when you request the Bank to initiate the trace.
Recovery Fee		
If you ask us to attempt a recovery of a third party payment: • We charge this fee in addition to the Trace Fee and debit it to your Account when you make a request. • We do our best to recover the payment and charge this fee even if we don't recover the payment for you.	\$25.00 per transaction	The fee is charged when you ask us to attempt recovery.
Rejected Transaction Fee		
A fee is charged for each payment transaction(s) that is rejected due to invalid destination account details. This fee only applies to such rejected payment transactions that originate from an account governed by the CommBank Business Transaction & Savings Accounts Terms and Conditions.	\$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.

27: Meaning of words

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 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

Any account with us in your name (whether or not it is also in the name of any other person) in relation to which you can use Electronic Banking to perform a transaction or other function.

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 account).

Account holder

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

Additional cardholder

Any other person to whom you have asked us to issue a card on your credit card account.

Australian Consumer Law

The laws titled Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) including those laws as adopted under legislation of any State and Territory of Australia and Part 2, Division 2 of the *Australian Securities and Investments Commission Act 2001* (Cth).

Authorised Signatory

In relation to an Account, has the same meaning as in the relevant account terms and conditions (for Business Transaction Accounts, this is the Business Transaction & Savings Accounts Terms and Conditions).

Automated Agent

Any software, script, bot, automated tool, agentic AI model (including large language models) and any provider of those tools or services that acts for a User or at a User's instruction, whether partially or fully, to access or use an Electronic Banking function.

Biller

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

Biometric Authentication

The use of an individual's biometric characteristic approved by us for the User to verify their identity as a user of an Electronic Banking function.

BPAY Payment

A payment to a BPAY Biller through the BPAY Scheme.

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.

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 Account

An Account of a type we have designed primarily for use by a business and that you have established primarily for business purposes.

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.

Card Scheme Rules

The rules provided by the payment card networks (for example eftpos, Mastercard® or Visa) which govern transactions processed through their network.

Mastercard is a registered trademark of Mastercard International Incorporated.

Child

Means a person under the age of 18 years.

Click to Pay Profile

Means your profile on the CommBank app containing your Profile Information.

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 Account.

Communication Network

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

CommBank app

An app for compatible iOS and Android mobile phones and tablet devices that we make available to Commonwealth Bank customers registered for NetBank with NetCode SMS.

Confirmation of Payee

The service that may allow you to confirm the account name of the BSB and account number you want to make a payment to.

Contactless

A way to pay for a purchase by tapping your card or Device on a contactless supported terminal, with no need to use a PIN or signature for purchases under a certain limit.

Debit Card

A card access method that enables purchases and withdrawals from a linked CommBank Account issued with the branding of an International Card Scheme.

Device

A physical device used with electronic equipment to access an Account using Electronic Banking.

Direct Debit

"Direct Debit Request" within the meaning in the BECS Procedures available at <https://www.auspaynet.com.au/resources/direct-entry>

Electronic Banking

A range of banking functions that involve providing access to an Account using electronic equipment including telephone banking, NetBank, the CommBank app, ATMs, debit card, credit card, Travel Money Card, cards used in conjunction with a digital wallet, Click to Pay, Keycards, BPAY and BPAY View, EFTPOS, Maestro/Cirrus and Visa Plus and Automated Funds Transfers (AFTs).

It also includes security features, such as NetCode, which can be used with these and other services for making payments securely.

Everyday Investing Account

The records we maintain in relation to your:

- application for and acquisition of units in the Funds;
- holding of units in the Funds; and
- transactions in respect of your units in the Funds, such as withdrawals and distributions (if applicable).

Your Everyday Investing Account is not a deposit product with the Group or any other kind of financial product.

Financial Abuse

Financial abuse is a form of domestic and family violence that may occur through a pattern of control, exploitation or sabotage of money and finances which may affect an individual's capacity to acquire, use and maintain economic resources and which may threaten their financial security and self-sufficiency.

Funds

Means the "Funds" as defined in the Everyday Investing Terms and Conditions. Colonial First State Investments Limited ("CFS") acts as responsible entity. CBA act as distributor; and Commonwealth Private Limited ("CPL"), our wholly owned subsidiary, acts as investment manager.

International Card Scheme

Visa International and Mastercard International Inc.

Mandate Management Service

The central, secure database operated by NPP Australia Limited of Payment Agreements.

Merchant

A merchant with which you have established, or would like to establish, a Payment Agreement.

Migrated DDR Mandates

An existing Direct Debit arrangements which has been converted into a Payment Agreements, in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System).

Mobile phone

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

Multi-factor Authentication (MFA)

Multi-factor Authentication or ("MFA"), means the multi-factorial authentication method which requires customers to supply an additional piece of information – such as a random code sent by SMS or generated on your phone – to complete the log on process. It can add another layer of security on top of a password alone.

Mutilated Coins

Has the same meaning as in the 'Worn and Mutilated Coin Handling Guide' published by the Royal Australian Mint, as amended or replaced from time to time.

NameCheck

The technology we may use when you make a payment using a BSB and account number to:

- give you a view on the likelihood that the account name you enter matches the account and
- prompt you to take further steps to ensure you are paying the intended recipient.

NameCheck prompts are based on our available payment information and used to enhance the Confirmation of Payee service.

NetCode

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

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 Card with merchants who take part in Mastercard SecureCode, Verified by VISA, or eftpos Secure.

NPP

The New Payments Platform operated by NPP Australia Limited.

NPP Payments

Electronic payments cleared and settled by participating financial institutions via the NPP.

Packages

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

PayID

An identifier you can register to receive payments, by linking your bank Account to a memorable piece of information, such as your phone number, email address, ABN, ACN or Organisation ID. PayID is also the name of the service that enables direct payment through this identifier so you can send payments to a PayID without the need to remember BSB and account numbers. PayID® is a registered trade mark of NPP Australia Limited ABN 68 601 428 737.

Payment Agreement

An agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account.

Payment Initiator

An approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.

PayTo

The service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service. PayTo® is a registered trade mark of NPP Australia Ltd ABN 68 601 428 737.

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.

Primary account holder

Means, in relation to a credit card account, the person in whose name the credit card account is held and to whom the first card on that account is issued (as distinct from an Additional Cardholder). In relation to a debit card, the person to whom the debit card is issued and whose Account is linked to that card.

Profile Information

Means the information contained in your Click to Pay profile which includes:

- i. your email address;
- ii. your mobile number;
- iii. your card details, being your primary account number ("PAN") and the expiry date;
- iv. your billing address;
- v. your first name and last name; and
- vi. other information required to make payment using your Click to Pay Profile.

Proscribed Person

A person who appears to us either:

- a. to be a proscribed person or entity under any trade, economic or financial sanctions administered or enforced by Australia or any other relevant sanctions authority or country;
- 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).

QR Cardless Deposits

The functionality that facilitates making cash or cheque (other than a foreign cheque, in any currency) deposits at compatible CommBank ATMs to eligible CommBank accounts without using a card by using the CommBank app and scanning a QR code from a compatible CommBank ATM.

QR Cardless Withdrawals

The functionality that facilitates the withdrawal of cash at compatible CommBank ATMs from your eligible CommBank Account without using a card by using the CommBank app and scanning a QR code from a compatible CommBank ATM.

Receiving ADI

The authorised deposit-taking institution whose customer has received an internet payment.

Schedule (NetBank Only)

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

Scheme Checkout

Means the checkout functionality provided by the relevant International Card Scheme to process transactions with participating merchants as part of the Click to Pay services.

Sensitive information

- a. Information or an opinion about an individual's:
 - racial or ethnic origin
 - political opinions
 - membership of a political organisation
 - philosophical beliefs
 - membership of a professional or trade association
 - membership of a trade union

- sexual preferences or practices
 - criminal record,
- that is also personal information; and
- b. health information as defined in the *Privacy Act 1988 (Cth)*.

Tablet device

A personal mobile computer used to perform banking transactions.

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.

Unauthorised Transaction

A transaction which is carried out without your knowledge and consent.

Unintended Recipient

The recipient of funds as a result of a mistaken payment.

User

Includes you and any person authorised by you to perform transactions on your Account using an Electronic Banking function.

VoIP (Voice Over Internet Protocol)

Involves the transmission of telephone calls via the Internet. Please refer to **section 17: Safeguarding your account against unauthorised access**

We and us

Commonwealth Bank of Australia
ABN 48 123 123 124.

You and your

The Account holder. In the case of customers under the age of 18 years of age, this includes parent/legal guardian.

28: Where to get help

Visit our website

www.commbank.com.au

Call us – within Australia

13 2221 – 8am to 8pm, 7 days a week

Call us – from overseas

+61 13 2221

For all general queries, including to:

- Activate Debit Card or Keycard
- Request a higher daily electronic banking withdrawal limit
- Establish a password for telephone banking
- Request more frequent statements
- Advise of a change in personal details
- Obtain details of our current fees, current interest rates and special rate offers
- Register to use NetBank or get help with using NetBank

For specific queries

- Report a lost or stolen card/Device or breach of PIN/ passcode security
- Report an unauthorised transaction or a mistaken payment

Who to contact

Call **13 2221** (24 hours a day, 7 days a week), or if calling from overseas **+61 13 2221** or **+61 2 9999 3283*** (Available 24 hours a day, 7 days a week).

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 **+61 9999 3283**. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator.

Telephone Banking for hearing or speech impaired customers

Contact us via the National Relay Service (NRS):

- TTY (Speak and Read, Type and Read, Type and Listen) users phone **133 677** or **1800 555 677** then ask for **13 2221**.
- Voice Relay (Speech to Speech relay) users phone **1300 555 727** then ask for **13 2221**.
- SMS Relay users send an SMS to **0423 677 767** with **13 2221** in the SMS (Text).
- Internet users connect to the NRS via the Australian Government Access Hub (www.accesshub.gov.au), select the right service (NRS Captions Call, NRS Chat Call, Auslan Video Relay) and then ask for **13 2221**.

Get help with EFTPOS terminals

The Merchant Services helpdesk is available on **1800 230 177**¹ (24 hours a day, 7 days a week).

Get help moving to Australia

Contact us by visiting our website www.commbank.com.au/movingtoaustralia or if in Australia call **13 2221**, for general personal banking enquiries. If you're overseas call **+61 2 9999 3283** (24 hours a day, 7 days a week).

Visit one of our branches

For details, visit our website www.commbank.com.au/find-us

Refer to **section 16** of these Terms and Conditions for more information on who to contact in the event of a complaint.

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

Electronic Banking Terms and Conditions

Addendum for Nauruan customers Effective 17 March 2025

N.1 The terms and conditions applicable to you

This addendum forms part of and should be read in conjunction with the Electronic Banking Terms and Conditions ("**Terms and Conditions**"), which unless otherwise specified in this document, apply to you in their entirety and set out the terms of your contract with us.

N.2 When we consider you to be a Nauruan customer

If you create a CommBank Customer profile in Nauru you will be considered a Nauruan customer, and your account, once opened, will be considered a "Nauruan Account".

If you create a CommBank Customer profile in Australia, you will also be considered an Australian customer, and any accounts created in relation to this profile will be considered an Australian account.

N.3 Products and services available to you

You understand that as a Nauruan customer:

- Our full suite of CommBank products are not available to you.
- There are some services that we are unable to provide. Additionally, when you access available CommBank services including NetBank and the CommBank app, some information may not be relevant to you and may be inaccurate. Accordingly, you should not rely on any information that appears to be inconsistent with these Terms and Conditions.

For details of the products that are accessible to you and the services available on your Nauruan account, please contact us directly to speak to a representative.

N.4 How we will give you notices and tell you about changes to the Terms and Conditions

Section 9.1 of the Terms and Conditions is modified by replacing the words in subsection 9.1.a.v. with the following words: "the notice being made available at the Agency".

We will tell you about changes to these Terms and Conditions in accordance with **section 22**, except for changes that require notice in the national or local media (which will instead be notified to you by publishing a notice in the Agency).

N.5 PayTo payer conditions of use

Nauruan Accounts will not be eligible for PayTo. **Section 20** of the Terms and Conditions ("PayTo payer conditions of use") therefore does not apply to Nauruan Accounts.

N.6 Click to Pay

Nauruan Accounts will not be eligible for Click to Pay. **Section 21** of the Terms and Conditions ("Click to Pay") therefore does not apply to Nauruan Accounts.

N.7 Contacting us

In relation to **section 28** of the Terms and Conditions, Nauruan customers can contact us by:

- Visiting the Agency during business hours at Ground Floor Civic Centre, Aiwo District, Nauru.
- Calling the Agency during business hours on **674 557 1780**.

Alternatively, you can visit our website, access telephone banking, make a complaint, give us feedback or contact the Australian Financial Complaints Authority as outlined in **section 28**.

*Any references to a branch or branches in these Terms and Conditions means the Agency in Nauru.

