

Personal Internet Banking Product Disclosure Statement

Purpose

The purpose of this Product Disclosure Statement (PDS) is to help our customers understand the Personal Internet Banking facility and its features, benefits, risks and costs.

Please read and retain a copy of this document for future reference.

Features and Benefits of Personal Internet Banking

What is Personal Internet Banking?

Personal Internet Banking is a facility designed to provide our retail customers with the following services over the internet:

- account inquiry which is:
 - a method of viewing account balances on selected accounts you hold with us;
 - the ability to search transactions on those accounts conducted over the past 12 months; and
 - the ability to view the details of any term deposit accounts you have with us.
- funds transfers (domestically and internationally) from your selected savings or cheque accounts to other accounts (held by you or others) with the Bank or with other financial institutions. This may involve foreign exchange. (See below under Funds Transfers and Foreign Exchange for further details).
- opening and withdrawing from term deposits by way of funds transfers to savings or cheque accounts held with us.
- placing requests to stop cheques that have been issued on accounts held with us but have not yet been presented.
- paying bills via the BPAY Scheme (see below under BPAY for further details).

If you require Personal Internet Banking Services, they will apply to all your accounts with the Bank that are savings, deposit, cheque and loan accounts (including any home loan you may have).

Your access to your accounts via Personal Internet Banking is secured by:

- the combined use of a secure username and secure password by the customer;
- the use of 'Captcha' security to detect and deter computer programs used by hackers; and
- the use of a secure e-token.

How the secure e-token works

The e-token is a device that generates and displays a time-sensitive, single-use six digit security code for you to use when logging onto Personal Internet Banking and for select online transactions. The security code is generated by an algorithm based on time within the e-token device. Each e-token has a matching file, stored securely in a database at the Bank, with the matching algorithm.

When you use Personal Internet Banking and are required to enter a secure e-token code, the system compares the code you enter with the expected code within the Bank's database. If they match, you are granted access. If they do not match, you will be asked to re-enter the secure e-token code.

Funds transfers

Availability

Funds transfers may be made only if the funds are transferred from your account held with the Bank to a permitted destination account in a permitted currency. The permitted destination account institutions and currencies are those specified as available on the Bank's personal internet banking website from time to time.

When you can give funds transfer instructions - operating hours

Please note that funds transfer instructions can be accepted by the Bank only during the following operating hours:

Operating Hours for acceptance of funds transfer instructions:	Time in Sydney
For all domestic and international funds transfers that involve foreign exchange:	9.30am - 5.00pm on business days*
For all international transfers of AUD, unless this is to a Bank of China account in: People's Republic of China; Hong Kong or Macau:	1.30am - 5.00pm on business days*
For all other domestic and international funds transfers (and for BPay):	1.30am- 9.00pm* during daylight saving period or 1.30am – 8.00pm* otherwise

*These times may change from time to time. We will notify you of any changes as set out on page 11 of the PDS.

However, you may set up a scheduled payment (see below: '*when funds transfer instructions are processed after receipt*') at any time, 24 hours a day, 7 days a week.

Funds transfer instructions sent outside their respective operating hours will not be processed at any time. In this case, the "transaction status" displayed on the personal internet banking website when you attempt to transfer funds will alert you that your instruction will not be acted on.

When funds transfer instructions are processed after receipt

Funds transfer instructions may be given to take effect:

- as soon as possible following receipt or
- at a future time (i.e. a scheduled payment).

If given to take effect as soon as possible, the transfer will be processed by the Bank at the following times:

For funds transfers instructions received during Operating Hours (see above) where the transfer:	is received before 5pm Sydney time on a business day	is received after 5pm Sydney time on a business day	is received on a non-business day in Sydney
involves foreign exchange:	at the end of the business day	Request will not be processed at any time. Message sent if you attempt transfer: <i>"Cross-currency transfer is currently unavailable"</i>	
does not involve foreign exchange:			
• If to another account held with the Bank (including all transfers to or from a term deposit)	immediately	immediately	on the next business day
• If to another account which is not held with the Bank (also BPay and domestic USD to USD transfers)	at the end of the business day	on the next business day	on the next business day
• International transfer of AUD unless this is to a Bank of China account in People's Republic of China, Hong Kong or Macau	at the end of the business day	Request will not be processed at any time. Message sent if you attempt transfer: <i>"Transaction time over cut-off time"</i>	Request will not be processed at any time. Message sent if you attempt transfer: <i>"Outside business hours"</i>

Funds transfers processed by the Bank will usually be received by a destination account:

- held with the Bank - immediately
- held with another Australian financial institution - the second following business day (unless it is to a USD account)
- held overseas or held domestically in USD - the third following business day

but the Bank cannot control the processing time for any transfers to accounts held with any other financial institutions (including other institutions in the Bank of China Group).

Where a scheduled payment is scheduled to take place on a day that is not a business day (i.e. a Saturday, Sunday or public holidays on which banks are not open for business), the funds transfer will take effect on the next business day.

Foreign Exchange

Funds transfers will necessarily involve foreign exchange transactions if the currency of the account from which the funds are to be drawn differs to the currency of the account into which they are to be paid.

Foreign exchange rates change frequently. We use the rate applying when we process your instruction. An indicative exchange rate is available by contacting any of our branch staff. For all foreign exchange funds transfers (except transfers to third parties who hold accounts with the Bank), an indicative exchange rate is also available on the funds transfer screens of the Personal Internet Banking website. However due to the time lapse between

you giving instructions via Personal Internet Banking Services and the instructions being processed (see above under 'Funds Transfers') the indicative exchange rate shown when you give the instruction may not be the rate that will apply to your exchange transaction.

The Bank is not able to detect the currency of the account into which your funds are to be transferred where this account is not held with the Bank. Accordingly, unless you select the correct currency for the funds transfer, the funds will not be deposited into the account you nominate. Instead the financial institution at which that account is kept will hold your funds until further instructions are provided by you.

In these circumstances the Bank will attempt to facilitate the funds transfer or recover the funds for you - at your choice. However, this process is a manual one and will attract an additional fee. (See Fees below).

Further, any currency exchange that occurs after the funds have been transferred to the other financial institution, will be done at the exchange rate quoted by that financial institution. This may differ from the exchange rates applicable at the Bank.

Should you choose not to proceed with the funds transfer, your funds (net of costs of the attempted transfer) will be returned to the account from which they were drawn.

Term deposits

Using Personal Internet Banking Services, you may:

- open one or more term deposit accounts, by funds transfer from your savings or cheque account with the Bank;
- view details of term deposit accounts you hold with the Bank; and
- withdraw funds from a term deposit account by a funds transfer to your savings or cheque account with the Bank (but this service is not available on all term deposit accounts before maturity).

Where you open a term deposit via Personal Internet Banking Services, you must select from the available categories of amount, term and interest rate as set out on the Website.

The term deposit will be provided on the terms set out in the Term Deposit PDS and Supplementary PDS, except that:

- some options available over the counter for term deposits are not available via Personal Internet Banking Services (e.g. interest rate options on opening of the term deposit and certain withdrawal options prior to maturity); and
- where the interest rate originally chosen for the Term Deposit was not the "special interest rate" as described in the Supplementary PDS, the rate applying to any amount permitted to be withdrawn via Personal Internet Banking Services prior to maturity will never be reduced to nil, even if it would have been reduced to nil under the terms of the PDS. Instead, the rate applying to withdrawals prior to maturity via Personal Internet Banking Services will always be the savings deposit interest rate, irrespective of the original amount or term of the Term Deposit.

However, where the interest rate originally chosen for the Term Deposit **was** the "special interest rate" as described in the Supplementary PDS, withdrawals via Personal Internet Banking Services prior to maturity will be treated the same as over the counter withdrawals (ie will have nil interest rate).

BPAY Scheme

Personal Internet Banking allows you to request the Bank to make payments to organisations (Billers), who have advised you that you can make payments to them using the BPAY Scheme.

Customers may request to make BPAY payments by logging onto the Bank's Personal Internet Banking website and selecting the BPAY option.

BPAY is available via Personal Internet Banking during the following operating hours in Sydney:

- 1.30am- 9.00pm during daylight saving period; or
- 1.30am - 8.00pm otherwise.

In order to effect a BPAY payment, customers will need to provide the following information to the Bank:

- the account from which funds are to be drawn (n.b. the account must have sufficient funds to effect the intended payment);
- the amount to be paid in AUD;
- the Biller's code (which will usually appear on the billing statement);
- the customer reference number (i.e. the account number you have with the Biller); and
- any other information required by the Bank as indicated on the Personal Internet Banking website.

Where you do not provide the Bank with all the information necessary to effect a BPAY payment, the Bank will not be obliged to process your BPAY payment and may reject your request.

Generally, a BPAY payment is treated as being received by the Biller on the day the request is made if the request is made prior to 5.00pm on a business day. Otherwise, the BPAY payment will be treated as being received by the Biller on the next business day. Please allow sufficient time to ensure payments are effected when required.

Where a BPAY payment exceeds the amount required to be paid to a Biller, you will need to contact the Biller directly in order to obtain a refund.

Where the Bank receives notification from a Biller that a BPAY payment is unable to be processed, the Bank will contact you to inform you of this and will refund to your account the amount of the failed BPAY payment.

Risks

Unauthorised transactions

The Bank has designed its Personal Internet Banking facility to provide a secure means of access to a customer's accounts. This includes all savings, cheque, deposit and loan accounts (including home loans). The security of that access depends on the degree to which customers safeguard their secure username, password and e-token. There is a risk that the username, password and e-token may be misused by unauthorised persons if the customer fails to protect them. Customers will be liable for:

- unauthorised transactions where it can be proved that the loss was due to the customer's fault; and
- any errors or inaccuracies in transfer.

Five successive errors with any password on any day will block your account for the rest of that day - but not for any subsequent days.

Ten successive errors with any e-token code will block the use of your secure e-token indefinitely. You will need to personally attend a branch of the Bank to have your secure e-token unblocked.

As Personal Internet Banking Services apply to your home loans, the total amount at risk for unauthorised transaction is (subject to daily transaction limits and the EFT Code liability sharing arrangements under clause 9 of the Personal Internet Banking Terms and Conditions) the total of all your deposit accounts PLUS any available credit on all your loan accounts.

Instructions outside operating hours

Funds Transfer and BPAY instructions **will not be processed at any time** if they are given to the Bank outside the BPAY operating hours specified in the table on page 2 of this PDS. In this case, the "transaction status" displayed on our website when you attempt to transfer funds will alert you that your instruction will not be acted on.

Future scheduled payments on non-business days

Where a Funds Transfer instruction is directed to take effect on a day that is not a Business Day, it will take place on the next Business Day. (Customers are therefore advised to take care when scheduling future payments, and to periodically check their accounts to ensure that transactions have been processed.)

Other financial institutions' systems

Funds may be transferred to accounts at other financial institutions. The Bank cannot guarantee the level of service of other financial institutions, and they may experience systems malfunctions from time to time. As such there may be instances where funds cannot be transferred to selected accounts due to the fault of financial institutions other than the Bank.

Account names for international funds transfers

For international funds transfer instructions, the name of the destination account in your instruction must match the account name as held by the overseas destination bank. Accordingly, if the account name as held by the overseas destination bank is:

- **in English or in Chinese Pinyin:** your instruction must also specify the destination account name in English or in Chinese Pinyin. If the account name in your instruction is in Chinese characters the funds transfer **will not** be processed. **WARNING:** if the instruction gives both the Chinese characters and the Chinese Pinyin or English names, the Bank's systems will transmit only the Chinese character name, which will result in a mismatch and failure of your funds transfer.
- **in Chinese characters:** your instruction must also specify the destination account name in Chinese characters. If you specify the account name in English or in

Chinese Pinyin, your funds transfer instruction **may not** be processed subject to the discretion of the destination bank.

Account numbers

Transfers to domestic accounts are based on account numbers only. These are not cross-checked against account names. Therefore, if you have made an error in the account number, you may pay money to an unintended recipient and it may be difficult for you to recover this or to obtain information about the recipient, due to privacy laws.

Website access

The Bank does not guarantee continuous access to the Website.

BPAY Scheme Risks

The Bank does not guarantee the systems or the obligations of other participants in the BPAY Scheme. Delays in BPAY payments may occur due to system malfunctions of other participants. Please allow sufficient time to ensure payments are effected when required.

Fees and charges

The current fees and charges applicable for use of the Personal Internet Banking Services as at the date of this PDS are:

Service	Fee
Domestic funds transfers: <ul style="list-style-type: none"> • from account in any currency to AUD account • from AUD account with the Bank to USD account with the Bank • from AUD account to USD account otherwise • from USD account to USD account • from HKD account to USD account 	<ul style="list-style-type: none"> Nil Nil AU\$20.00 per transaction US\$18.00 per transaction HK\$120.00 per transaction
Stop cheque instruction	AU\$20.00 per instruction
International Funds Transfers <ul style="list-style-type: none"> • from AUD account • from USD account • from HKD account 	<ul style="list-style-type: none"> AU\$20.00 per transaction US\$18.00 per transaction HK\$120.00 per transaction
Foreign exchange (occurring as part of the funds transfer)	No transaction fee (other than any relevant funds transfer fee). The exchange will be at the foreign exchange rate applicable at the time of

	the funds transfer. Foreign exchange rates change frequently and are dependent on market conditions.
Manual amendment/ cancellation fee for international funds transfers	<p>AU\$20.00 per amendment or cancellation request.</p> <p>Payable when the Bank receives an inquiry from the financial institution that has received your funds transfer and cannot deposit it because:</p> <ul style="list-style-type: none"> • the currency of the transferred funds does not match the currency of the account you nominated to be credited with the funds; or • the account number or any other information you provided is incorrect. <p>By personally attending the Bank, you may amend your original instruction requesting the foreign exchange transaction to correct the error or cancel your instruction and have your funds returned to you.</p>
Returned domestic funds transfer	<p>AU\$7.50 plus charges incurred by any intermediary bank (currently an additional AU\$2.50) per returned transaction.</p> <p>Payable when a domestic funds transfer instruction is returned to the Bank.</p>
BPAY investigation fee	<p>AU\$20.00 per investigation request.</p> <p>Payable when you request the Bank to investigate a BPAY payment.</p> <p>Where the investigation indicates an unauthorised BPAY transaction has occurred, this fee will be refunded to you.</p>

In addition:

- fees may be payable on the customer's underlying accounts which may be accessed by Personal Internet Banking (see the product disclosure statements for those accounts for information on these fees);
- the Bank may pass on any taxes (and government fines and penalties) arising in connection with the provision of the Personal Internet Banking Services;
- Personal Internet Banking fees and charges may be deducted from your accounts with the Bank at the Bank's discretion; and
- the Bank reserves the right to introduce new fees for the Personal Internet Banking facility and to change any such fees from time to time.

New or changed fees will be notified as set out on page 11 of this PDS.

Customer obligations in relation to account security

Username, password and e-token security

In order to access Personal Internet Banking, a customer needs a username, password and e-token.

Secure usernames, website passwords and e-tokens must be collected in person by the customer at a branch of the Bank. Customers must change their secure usernames and passwords as soon as they are received.

Customers should ensure that they do not select passwords which are an obvious word or number or one that can be found in a purse or wallet or can be easily guessed by someone else (such as a date of birth, middle name, family member's name or driver's licence number).

Customers should take care that they do not:

- disclose their username or passwords to anyone (not even family and friends);
- allow others to observe them as they are entering their username or passwords; or
- leave their e-token in an unsafe place or allow others (including family and friends) to have possession of it.

The Bank discourages recording of usernames or passwords in any form. If customers need to record their username or passwords, it is highly recommended that steps be taken to disguise this information. The Bank will not be liable for any losses that occur where there was not a reasonable attempt to disguise the username or password.

The following are not considered to be reasonable attempts to disguise a username or password:

- recording it in reverse order;
- recording it as a 'phone number' in a place where there are no other phone numbers recorded;
- recording it within a series of other words or numbers, but marking it in some way to identify it;
- recording it where no other information is recorded; and
- recording it in an easily understood code - eg A=1, B=2.

Customers should take care to ensure that they do not store or carry any record of their username or password – eg, in a purse, wallet, bag, briefcase, car, file or filing cabinet.

Your liability for losses resulting from unauthorised transactions will be determined under clause 8 of the Personal Internet Banking Terms and Conditions, which reflects the EFT Code.

Loss of username, passwords or e-token

It is important that customers notify the Bank as soon as they become aware that their username, password or e-token security has been breached (including any loss of an e-token).

Emergency telephone hotline (Mon-Fri: 9.30am - 5.30pm Sydney Time)*

If phoning from within Australia - 1800 228 688

If phoning from overseas - +61 2 8235 5858

24 hour email notification on: ebanking_au@bank-of-china.com

* These times may change from time to time. We will notify you of any changes by posting the changed times on our website (as the Bank determines in its absolute discretion).

Alternatively, customers can telephone or call their nearest Bank of China (Australia) Limited branch during normal business hours. Contact details are provided on the cover sheet of this PDS.

Dispute Resolution Process

Do you wish to make a complaint to the Bank?

Bank of China (Australia) Limited prides itself on the standards of service and fairness with which we treat you, our valued customer. However, if you feel we have fallen short of these ideals, these guidelines have been prepared to assist you have your complaint dealt with speedily and effectively.

"Complaint" is defined to refer collectively to any customer complaint, enquiry (including querying entries on your periodic statement) or dispute. There is no differentiation between "complaint" and "disputes".

When responding to complaints, we will endeavour to provide reasons for the decision taken and adequately address the issues that were raised in the initial complaint. This is part of our effort to provide you with a higher quality of service and to help ensure our performance always meets your expectations.

Who is eligible for this service?

All Bank of China (Australia) Limited customers may take advantage of the procedure described in this PDS. However, you should be aware that any reference of a complaint to the Australian Banking Industry Ombudsman is limited to retail clients or small incorporated businesses. A small business is defined as an independently owned and managed business with less than 15 employees and a turnover of less than \$1 million at the time the complaint was made.

How to make a complaint

- In the first instance you should contact 1800 228 688. You should have all supporting documents or other evidence to support you grievance and consider how you would like the Bank to resolve the matter.

- If your complaint has not been resolved to your satisfaction within 24 hours, please ask to speak to the Manager of the Personal Banking Department. We expect that the complaint should be dealt with within 5 working days of reference to the manager, although best endeavours will be used to resolve the complaint within 24 hours. Allowance should be made for cases that require the Bank to contact overseas offices (eg international transactions) or other Banks.
- If your complaint still has not been resolved to your satisfaction within 5 working days, you are invited to contact Mr David Ingram of the Bank (details listed below).
- A response should be received within 7 working days.
- If the complaint remains unresolved 7 working days after reference to Mr David Ingram, there are a number of independent bodies that are available to assist you, including the Australian Banking Industry Ombudsman, the Small Claims Tribunal or your State Consumer Affairs Bureau.

The Banking Ombudsman can be contacted as follows:

FINANCIAL OMBUDSMAN SERVICE LTD
 GPO BOX 3
 MELBOURNE VIC 3001
 Telephone: 1300 78 08 08 Facsimile: 03 9613 6399
 Email: info@fos.org.au Website: www.fos.org.au

Complaint Coordinator
Telephone: (02) 8235 5888

Other important information

How do I access further information

Further information may be obtained from any branch or office of the Bank. Full contact details for the Bank are provided on the cover sheet of this PDS.

Account opening and customer identification

Any new customers who open their first account with the Bank when they apply for Personal Internet Banking Services are required by law to be satisfactorily identified by the Bank. Passport or birth certificate, drivers licence and other forms of identification will be required.

Changes to PDS or Terms and Conditions

If any information in this PDS is changed or required to be updated, the Bank will notify you of the changed or updated information either:

- by website or media advertisement or by written notice to you (such as by post or email) as the Bank determines in its absolute discretion; or
- by any other form of giving notice that may be required or permitted at any time by law or any industry code to which the Bank subscribes.

The Bank may change the Terms and Conditions in accordance with clause 17.1.

Termination

The Bank may terminate a customer's access to the Personal Internet Banking facility immediately by notice in writing to the customer if the customer is in breach of the customer's obligations.

Either the customer or the Bank may terminate the customer's use of the Personal Internet Banking Service at any time by giving 30 days notice in writing to the other party. Any such notice by the customer must be given on a properly completed Application Form.

Personal Internet Banking Terms and Conditions

Terms used in these terms and conditions that are defined in the Dictionary in clause 18.1 have the meanings given in the Dictionary.

1. Establishing Personal Internet Banking Services

1.1 By signing the application for personal internet banking or to request an e-token and each time you use the Personal Internet Banking Services, you:

- agree to these terms and conditions; and
- acknowledge that nothing in this agreement affects the authorisation of any signatories authorised to operate your Accounts with the Bank via any access method other than personal internet banking.

1.2 If the Bank at any time provides additional or different Personal Internet Banking Services and adds to or changes these terms and conditions in connection with those services, by your first use of the additional or changed Personal Internet Banking Services you agree to the additional or changed terms and conditions.

1.3 Before you can use Personal Internet Banking Services you must:

- hold or open at least one savings, cheque, deposit or loan Account with the Bank;
- complete and submit a personal internet banking application form;
- be identified if and as required by law; and
- personally collect your secure user name, secure password and secure e-token from a branch of the Bank.

1.4 If you acquire Personal Internet Banking Services, they will apply to all your Accounts with the Bank that are savings, cheque, deposit and loan accounts.

2 Security Codes

2.1 To access Personal Internet Banking Services, you must successfully:

- enter your secure user name;
- enter your secure password;
- navigate the Captcha security system (which is designed to distinguish human users from computer programs used by hackers); and
- enter your e-token code.

2.2 The secure user name:

- is a 6-20 digit alpha-numeric code;
- identifies you as the holder of an Account with the Bank; and

- is initially issued by the Bank, but must be changed by you as soon as possible following collection.

2.3 The secure password:

- is an 8-20 digit alpha-numeric code;
- verifies your identity to access the Personal Internet Banking Services; and
- is initially issued by the Bank, but must be changed by you as soon as possible following collection.

2.4 The secure e-token code is, at any time, the six digit numeric security code displayed at that time on the e-token issued to you by the Bank. Should you misplace your e-token, you must apply to the Bank for a replacement e-token.

2.5 On any day once your user name is entered, if the wrong password is entered 5 times, your username will be blocked and you will not be allowed to attempt a further login until the next day.

2.6 If at any time the wrong e-token code is entered 10 successive times, your access to Personal Internet Banking Services will be blocked until you personally attend a branch of the Bank and apply to have your access unblocked.

2.7 The Captcha security system displays a series of distorted letters and symbols which must be retyped into the required field before access will be provided.

3 Funds Transfers

3.1 You may instruct the Bank to make a Funds Transfer ONLY:

- from a Permitted Source Account;
- to a Permitted Destination Account;
- during (and to take effect during) Operating Hours;
- subject to the maximum daily transaction limits as listed in Schedule 1; and
- subject to any other maximum or minimum limits or other restrictions that the Bank may set from time to time on the Website.

3.2 If the Destination Account is denominated in a currency that is different to the currency of the Source Account, your instruction to transfer funds must also include an instruction to the Bank to exchange funds from the currency of the Source Account to the currency of the Destination Account.

3.3 Foreign currency exchange will be undertaken at the exchange rates applicable from time to time. Indicative exchange rates are available by contacting staff at a branch of the Bank. For all foreign exchange Funds Transfers (except those to third parties who hold accounts with the Bank), an indicative exchange rate can also be viewed from the personal internet banking Funds Transfer screens.

- 3.4 For international funds transfers, if the name of the Destination Account is:
- **in English or Chinese pinyin:** your instruction to transfer funds **must only** specify the Destination Account name in English or Chinese Pinyin. If your instruction specifies the Destination Account name in Chinese characters (or both English or Chinese Pinyin and Chinese characters), your funds transfer **will not** be processed; or
 - **in Chinese characters:** your instruction to transfer funds should **only** specify the Destination Account name in Chinese characters. If your instruction specifies (or also specifies) the Destination Account name in English or Chinese Pinyin, your funds transfer **may not** be processed, subject to the discretion of the destination bank.
- 3.5 If you do not comply with clause 3.2 or there is an error in your funds transfer instruction, the funds transfer will not be processed to your requested Destination Account and your funds will be held by the financial institution that maintains the Destination Account until further instructions are provided by you to it. You may then either:
- choose not to proceed with the Funds Transfer, in which case your funds will be returned to the Source Account from which they were initially drawn; or
 - choose to proceed with the Funds Transfer, in which case you must personally attend a branch of the Bank, to provide authorisation for the other financial institution to exchange the transferred funds into the currency of the Destination Account or take such other corrective action as required.
- 3.6 Any foreign currency exchange undertaken in the circumstances outlined in clause 3.5 will be undertaken by and at the exchange rate specified by the financial institution that maintains the Destination Account.
- 3.7 You cannot cancel or amend a funds transfer instruction after it has been received into the Destination Account. If it has not yet been received and you wish to cancel or amend it, you must:
- visit one of our branches in person; and
 - complete a remittance amendment or cancellation form.
- The Bank has the absolute discretion to determine whether to process a cancellation or amendment request. The Bank is not liable for any loss or damage arising from your request for cancellation or amendment being rejected.
- 3.8 You can give a Funds Transfer instruction to take effect:
- as soon as possible on receipt; or
 - at a future time (ie a Scheduled Payment). HOWEVER if any Scheduled Payment is scheduled for a day that is not a Business Day, it will take effect on the next Business Day.
- 3.9 Upon receiving a Funds Transfer instruction, the Bank will display a "transaction status" for that instruction on the Website, which may be:
- **"transaction success"** if the Bank has transferred the funds either:
 - to a Destination Account within the Bank; or
 - to another financial institution for credit to the Destination Account (but see also clause 3.5); or
 - **"to be authorised"** if your Funds Transfer instruction is pending authorisation for any reason; or
 - **"insufficient balance"** if the transaction has failed because you have insufficient funds in your Source Account; or
 - **"limit exceeded"** if processing your instruction would have exceeded any limits on transfers imposed by the Bank, such as the limits listed in Schedule 1, or any other limits required to comply with any laws; or
 - **"no internet withdrawals before maturity"** if you attempt to use a term deposit as the Source Account before its maturity and the early withdrawal from that term deposit cannot be arranged by Personal Internet Banking Services. (See further clause 4.2); or
 - **"cross-currency transfer is currently unavailable"** if your funds transfer instruction involves foreign exchange and is received outside the operating hours for funds transfers involving foreign exchange; or
 - **"outside business hours"** if, (on a non-business day) or **"transaction time over cut-off time"** if (after 5.00pm on a business day) we receive your request for an international transfer of AUD to an AUD account (with any bank other than Bank of China in People's Republic of China, Hong Kong or Macau); or
 - **"The system is updating, please use 'scheduled payment' function or try later"** if any transfer request you make (other than those triggering the messages above) is received out of Operating Hours for all other domestic and international funds transfers (and for BPay) as set out on page 2 of the PDS;

- such other status displays as the Bank may place on the Website from time to time.

Where a transaction status indicates "transaction success" or "to be authorised", your Source Account will be debited when your instruction is first processed. However, the Destination Account will not receive funds until any matters "to be authorised" are addressed and then only after such further period as the financial institution holding the Destination Account requires to process the funds, typically:

- the same day for transfers to another Account with the Bank; or
- 1 Business Day later for other transfers to another Account with the Bank; or
- 2 Business Days later for other domestic transfers; or
- 3 Business Days later for international transfers.

3.10 The Bank has no obligation to check account names against account numbers when transferring funds in accordance with your instruction. Instead, it transfers funds based solely on the account number you give. You are responsible for any errors or inaccuracies in Funds Transfer instructions. Where reasonably practicable, the Bank will assist you to mitigate your loss.

3.11 Where the Bank errs in a Funds Transfer, it will do everything reasonably practicable to rectify the error and will compensate you for any loss directly and solely resulting from the error, but is not:

- otherwise liable to you; nor
- liable to the extent that the loss is contributed to by your act or omission.

3.12 The Bank is not responsible for failing to comply with any Funds Transfer instruction if:

- it is unclear or incomplete;
- it does not conform to the directions on the Website (for example as to Permitted Destination Account);
- the amount required to be sent does not meet or exceeds any applicable transaction limit imposed by the Bank;
- the currency of the Source Account is different to the currency of the Destination Account and you have not provided the Bank with a foreign exchange instruction: (see clause 3.2);
- it is given or is to take effect outside Operating Hours;
- the Bank is not satisfied that the instruction has been provided by you;
- the Source Account has insufficient funds or insufficient pre-agreed credit to carry out the Funds Transfer;

- the Source Account has been frozen for any reason or there is a legal impediment to processing the Funds Transfer;
- the Destination Account cannot be identified; or
- the Funds Transfer cannot be processed due to any other circumstances beyond the Bank's control, including communications with or any action by any other financial institution.

BPay Scheme

4.1 The Bank is a member of the BPAY Scheme and will tell you if it is no longer a member of the BPAY Scheme.

4.2 You may instruct the Bank to make a payment using BPAY ONLY:

- from a Permitted Source Account;
- during (and to take effect during) Operating Hours;
- in AUD;
- subject to the maximum daily transaction limits as listed in Schedule 1; and
- subject to any other maximum or minimum limits that the Bank may set from time to time on the Website.

4.3 When you tell the Bank to make a BPAY payment, you must give the Bank the following information:

- the account from which the payment is to be made;
- the amount to be paid in AUD;
- the Biller's code;
- the customer reference number; and
- any other information that is required on the BPAY page of the Website.

The Bank will then debit the account nominated by you with the amount of that BPAY payment.

4.4 You acknowledge that the Bank is not obliged to effect a BPAY payment if you do not give the Bank all of the above information or if any of the information you give the Bank is inaccurate.

4.5 The Bank will treat your instruction to make a BPAY payment as valid if, when you give it to the Bank, you enter the correct e-token code.

4.6 If the Bank is advised that your BPAY payment cannot be processed by a Biller, the Bank will:

- advise you of this;
- credit your Account with the amount of the BPAY payment; and
- take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

- 4.7 The Bank will not accept an order to stop a BPAY payment once you have instructed the Bank to make that BPAY payment.
- 4.8 You should notify the Bank immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 4.12 below) when instructing the Bank to make a BPAY payment, or if you did not authorise a BPAY payment that has been made from your Account. Clause 10 describes when and how the Bank will arrange for such a BPAY payment (other than in relation to an underpayment) to be refunded to you.
- 4.9 Billers who participate in the BPAY Scheme have agreed that a BPAY payment you make will be treated as received by the Biller to whom it is directed:
- on the date you make that BPAY payment, if you tell the Bank to make the BPAY payment before 5.00pm (Sydney time) on Business Days; or
 - on the next Business Day, if you tell the Bank to make a BPAY payment after 5.00pm (Sydney time) on Business Days.
- 4.10 A delay may occur in processing a BPAY payment where:
- there is a public or bank holiday on the day after you tell the Bank to make a BPAY payment;
 - you tell the Bank to make a BPAY payment either on a day which is not a Business Day or after 5.00pm on a Business Day;
 - another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
 - a Biller fails to comply with its obligations under the BPAY Scheme.
- 4.11 While it is expected that any delay in processing as mentioned in clause 4.10 above will not continue for more than one Business Day, any such delay may continue for a longer period. It is your responsibility to allow for sufficient time for the making of payments to the Biller.
- 4.12 You must be careful to ensure that you tell the Bank the correct amount you wish to pay. If you instruct the Bank to make a BPAY payment and you later discover that:
- the amount you told the Bank to pay was less than the amount you needed to pay, you can make another BPAY payment for the difference; or
 - the amount you told the Bank to pay was more than the amount you needed to pay, you must contact the Biller directly in order to obtain a refund for the excess.
- 4.13 You must comply with the terms and conditions applying to the underlying Account to which you

request the Bank to debit a BPAY payment, to the extent those Account terms are not inconsistent with or expressly overridden by the BPAY terms and conditions in this agreement. The BPAY terms and conditions in this agreement are in addition to the Account terms.

4.14 If there is any inconsistency between the terms and conditions applying to the Account and the BPAY terms and conditions contained in this agreement, the BPAY terms and conditions will apply to the extent of that inconsistency.

4.15 The Bank may suspend your right to make payments using the BPAY Scheme at any time. The Bank will not be required to give you prior notice of this if it suspects fraudulent activity on your Account. The Bank will not process any payments from your Account via the BPAY Scheme during the time your right to make BPAY payments is suspended.

5 Other Personal Internet Banking Services

5.1 **Account Inquiry** You may view the current balances of your Accounts with the Bank and you may search transaction records on these Accounts for up to 12 months.

5.2 **Term Deposit** Using Personal Internet Banking Services, you may:

- open one or more term deposit Accounts - see the Term Deposit Product Disclosure Statement ("**Term Deposit PDS**") by Funds Transfer from your savings or cheque Account with the Bank;
- view details of term deposit Accounts you hold with the Bank; and
- withdraw funds from a term deposit Account by a Funds Transfer to your savings or cheque Account with the Bank (but this service is not available on all term deposit Accounts before maturity).

The term deposit will be provided on the terms as set out in the Term Deposit PDS and Supplementary PDS, except that:

- some options available over the counter for term deposits are not available via Personal Internet Banking Services (e.g. interest rate options on opening of the term deposit and certain withdrawal options prior to maturity); and
- where the interest rate originally chosen for the Term Deposit was **not** the "special interest rate" as described in the Supplementary PDS, the rate applying to any amount permitted to be withdrawn via Personal Internet Banking Services prior to maturity will never be reduced to nil, even if it would have been reduced to nil under the terms of the Term Deposit PDS. Instead, the rate applying to these withdrawals prior

to maturity via Personal Internet Banking Services will always be the interest rate payable on savings accounts, irrespective of the original amount or term of the Term Deposit.

[Notes:

1. Under the Term Deposit PDS, the interest rate payable on savings accounts (rather than nil) applies to withdrawn amounts **only** if the term deposit was originally above certain deposit amounts and terms.
2. To confirm, where the interest rate originally chosen for the Term Deposit **was** the "special interest rate" as described in the Supplementary PDS, withdrawals prior to maturity will have nil interest (ie as specified in the Supplementary PDS), even if the withdrawal is via Personal Internet Banking Services.]

5.3 **Stop Cheque** You may issue a stop cheque instruction to the Bank in respect of any cheque drawn on an Account you hold with the Bank that has been issued but not yet presented to the Bank. This is otherwise subject to the terms and conditions of the relevant cheque Account.

6 Customer's Security Obligations

- 6.1 You are responsible for ensuring that you have:
- all computer and communications equipment necessary to enable you to have access to the internet; and
 - adequate protection systems, including anti-virus measures, to protect the security of your user name and password and your use of the Personal Internet Banking Services and to prevent any unauthorised access to your computers or their content and any communications equipment used for the purposes of the Personal Internet Banking Services.
- 6.2 You must select a username and password that:
- has no obvious connection to your name, address, birth date or driver's licence number;
 - is not an obvious sequence of letters or numbers such as 7654321, or aaaaaaa.
- 6.3 You must:
- keep your username, password and e-token secure;
 - change your username on receipt - once changed, the username cannot be further altered; and
 - change your password on receipt - and subsequently regularly (at least once every 3 months).
- 6.4 You must ensure that your user name and password are not:
- stored in any manner which indicates that they are a security code;
 - not used after the Bank has notified you that your right to use them or the Personal

Internet Banking Services has been revoked;

- not recorded unless this is essential to aid recollection and is done in a manner that is reasonably disguised, having regard to the Bank's standards from time to time for disguise of user names and passwords (as described in the PDS for Personal Internet Banking Services);
- not disclosed, reverse compiled, copied or in any way observed while being used; and
- not accepted by any unauthorised person.

6.5 If you are aware of any breach of your user name, password or e-token security (including if you lose your e-token) you must notify the Bank immediately and comply with all instructions from the Bank. The notification of the security breach or loss will take effect immediately after it is received by the Bank. Subject to clauses 9.3, 9.4 and 9.5, any losses that may occur prior to the notification taking effect will be borne by you.

6.6 This clause 6 indicates how you should protect the security of your methods of access to Personal Internet Banking Services. Your liability for any losses resulting from unauthorised transactions will be determined under clause 9 which reflects the EFT Code and clause 10.

7 Customer's Other Obligations

- 7.1 When using the Personal Internet Banking Services, you must:
- act in accordance with these terms and conditions;
 - comply with all relevant laws; and
 - comply with all terms of use of the Website appearing on the Website.
- 7.2 You must comply with all directions given by the Bank from time to time in relation to the use of the Personal Internet Banking Services.
- 7.3 You warrant the truth, accuracy and completeness of all information given to the Bank by you:
- in any Application Form; or
 - when using the Personal Internet Banking Services; or
 - otherwise acting in respect of any Account and you acknowledge and agree that, in entering into this agreement and providing the Personal Internet Banking Services, the Bank is relying on the truth, accuracy and completeness of all information given by you.
- 7.4 You must notify the Bank immediately if there are any changes to the information in its Application Form.

8 Verification Of Instructions

8.1 When the Bank receives instructions for a Personal Internet Banking Service, the Bank will verify that the person giving the instruction is you by reference to entry of the correct user name and password, successful navigation of the Captcha System and, for Funds Transfers, BPAY payments and stop cheque instructions, entry of the correct e-token code.

8.2 Once the Bank has verified that the person providing instructions for a Personal Internet Banking Service is you in accordance with clause 8.1, the instruction will constitute a valid direction from you to the Bank and you must accept all responsibility for the accuracy of information contained in the instruction.

8.3 You acknowledge that the Bank is not obliged to refer to anything other than your user name and password, the Captcha security mechanism and, if applicable, the e-token code when verifying that the instructions are from you.

9 Liability For Unauthorised Transactions

9.1 The EFT Code contains provisions that deal with who are liable for any unauthorised transactions that take place. The following clauses reflect what is stated in the EFT Code.

9.2 Subject to clause 9.3, you will be liable for any unauthorised transactions if:

- the loss was due to fraud on your part;
- the loss occurred before you notified the Bank of a breach of your Security Codes;
- there was unreasonable delay in your notifying the Bank after becoming aware of a security breach of your user name, password or e-token (including loss or theft of your e-token);
- the loss was due to disclosure of your user name, password or e-token;
- you acted with extreme carelessness when safeguarding your user name, password or e-token; or
- you selected a code which the Bank specifically warned you against (e.g. date of birth, 1111 etc): see clause 6.2.

9.3 Even if you are liable as a result of any of the above examples, you will not be liable for:

- the portion of the losses incurred in one day which exceeds your applicable daily transaction limit;
- the portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- the portion of the total losses incurred on any Account which exceeds the balance of that Account; and
- all losses incurred on any Accounts which the Bank did not agree could be accessed using the access method.

9.4 If it cannot be clearly proved that you contributed towards the loss, you will be liable for the lesser of:

- \$150;
- the balance of those Account(s) from which funds were transferred in the unauthorised transactions and which the Bank had agreed with you may be accessed using the access method; or
- the actual loss at the time you notify the Bank (where relevant) that the Security Codes have 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).

9.5 The Bank will be liable for any unauthorised transactions if:

- if it is clear that you did not contribute to the losses;
- the loss occurred due to the fraudulent or negligent conduct of the Bank's employees;
- the loss resulted from any component of the access method being forged, faulty, expired or cancelled;
- the loss occurred prior to you receiving your user name or password;
- the loss was caused by the same transaction being incorrectly debited more than once to the same Account; or
- the losses occurred after you had already notified the Bank that your user name or password security had been breached.

10 Liability for BPAY payments

10.1 If under this clause 10, you are liable for an unauthorised or fraudulent BPAY payment and the EFT Code applies, then your liability is limited to the lesser of:

- the amount of that unauthorised or fraudulent BPAY payment; and
- the limit (if any) of your liability set out in clause 9 above.

In the latter case, the Bank will be liable to you for the difference between the amount for which you are liable and the amount of the authorised or fraudulent BPAY payment.

10.2 The Bank will attempt to make sure that your BPAY payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY payments are to be made. You must promptly tell the Bank if:

- you become aware of any delays or mistakes in processing your BPAY payments;
- if you did not authorise a BPAY payment that has been made from your account; or

- if you think that you have been fraudulently induced to make a BPAY payment.

The Bank will attempt to rectify any such matters in relation to your BPAY payments in the way as set out in this clause 10. However, except as set out in clauses 9, 10 and 12, the Bank will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

10.3 If a BPAY payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, the Bank will credit that amount to your account. However, if you were responsible for that mistake resulting in that payment and the Bank cannot recover the amount of that payment from the person who received it within 20 Business Days of the Bank attempting to do so, you must pay the Bank that amount.

10.4 If a BPAY payment is made in accordance with a payment direction, which appeared to the Bank to be from you or on your behalf but for which you did not give authority, the Bank will credit your account with the amount of that unauthorised payment. However, you must pay the Bank the amount of that unauthorised payment if:

- the Bank cannot recover within 20 Business Days of the Bank attempting to do so that amount from the person who received it; and
- the payment was made as a result of a payment direction which did comply with the Bank's prescribed security procedures for such payment directions such entry into the system of the correct e-token code.

10.5 If a BPAY payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

10.6 If you tell the Bank that a BPAY payment made from your account is unauthorised, you must first give the Bank your written consent addressed to the Biller who received that BPAY payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY payment, including your customer reference number and such information the Bank reasonably require to investigate the BPAY payment. If you do not give the Bank that consent, the Biller may not be permitted under law to disclose to the Bank the information the

Bank needs to investigate or rectify that BPAY payment.

11 System Failure And Linked Sites

11.1 You may experience interruptions and difficulties accessing the Website and its content from time to time. The Bank does not represent or guarantee that the Website and the content will be free from errors, viruses or interruptions. It may be affected by outages, faults or delays. These may be caused by technical difficulties, your or a third party's software, equipment or systems, traffic, infrastructure failures or actions taken by third parties. The Bank may also alter, interrupt or suspend or deny your access to all or part of the Website or content at any time for any reason the Bank thinks fit, without any prior notice.

11.2 If the Bank's Website or any internet system relied upon by the Bank experiences any breakdown or interruption, corruption of data or any other form of system failure so that you cannot use the Personal Internet Banking Services effectively then, on request from you, the Bank will do all things reasonably practicable to reinstate the Personal Internet Banking Services as soon as practicable.

11.3 The Website may contain links or references to other websites. The Bank is not responsible for the availability or content of any linked website and any link or reference is for your convenience and is not an endorsement by the Bank of the other website, its contents or its owner/sponsor.

12 Bank's Liability

12.1 The Bank gives no warranties or guarantees in relation to the rights to access and use the Website or the Personal Internet Banking Services. All terms implied by law, except those that cannot be lawfully excluded, are excluded to the full extent permitted by law.

12.2 Where it is not lawful or possible to exclude conditions, warranties or rights implied or given by statute, or other laws, the Bank's liability for any breach of such implied conditions, warranties or rights will (to the extent allowed by law) be limited to the supplying of the service again or the payment of the cost of having the service supplied again, as the Bank decides.

12.3 The Bank will not be liable to you in contract or in tort (including negligence) for, or in respect of, any direct, indirect or consequential loss, damage, liabilities, claims or expenses you suffer arising from or in connection with:

- the Website, its content, the Bank's computer systems, any event referred to in clause 12.1 or 12.2, if you should have

been aware the systems or equipment was unavailable for use or malfunctioning, in which case the Bank's responsibilities are limited to those set out in clause 12.2 plus refunding any fees or charges imposed as a result

- any third party website linked to or referred to on the Website or these terms and conditions.

For these purposes, 'consequential loss' includes any loss of profit, use or goodwill or similar financial loss, any loss or damage caused by delay in the performance of any obligation and any expenses incurred by you in mitigation or attempted mitigation of such loss or damage.

13 Breaches and Termination

13.1 The Bank may terminate this agreement immediately by notice in writing to you if you are in breach of its obligations under this document.

13.2 The Bank may terminate this agreement at any time by 30 days notice in writing to you.

13.3 You may terminate this agreement by giving the Bank a completed Application Form indicating cancellation of Personal Internet Banking Services, at least 30 days prior to termination. The Bank will not be responsible for the use of the Personal Internet Banking Services by you prior to the termination taking effect based on a form of notice acceptable to the Bank.

14 Indemnity by Customer

14.1 Subject to clauses 9 and 10, you indemnify the Bank and must pay the Bank on demand for any losses, costs and expenses that the Bank suffers or incurs as a result of the Bank complying with an instruction from you.

14.2 The indemnity in this document is a continuing indemnity and is not affected by anything which may otherwise affect it at law or in equity or by statute or otherwise.

15 Costs, Expenses And Fees

15.1 You must pay or, to the extent already paid by the Bank, reimburse the Bank on demand for all:

- costs, charges and expenses incurred by the Bank, its agents, contractors and employees in connection with the exercise, enforcement or protection (or any attempt to exercise, enforce or protect) any of its rights under this document, including, in each case, legal costs and expenses on a solicitor and own client basis or a full indemnity basis, whichever is the higher; and
- taxes, registration and other fees, and account charges by the Bank, in each case,

including fines and penalties for late payment, arising directly or indirectly in connection with the execution, delivery or compliance with this document, any payment, receipt or supply in relation to them and any transactions contemplated by it.

15.2 The Bank may charge you fees in respect of the Personal Internet Banking Services (i.e. in addition to any fees payable under the terms of the Accounts that may be accessed with the Personal Internet Banking Services). The Bank may change or add to these fees from time to time in its absolute discretion. A list of current fees is included on page 7-8 in this document.

16 Statements And Notices

16.1 Statements

The Bank will issue you with a statement of account no less than once every 6 months.

In addition, you may request to:

- receive more frequent statements of account and/or;
- receive a single one off statement at any particular time

in which additional fees/charges may be imposed on you in response to your request.

16.2 General notices

Subject to clause 16.3, any notice, demand, consent or other communication given or made under this document must be:

- in writing and clearly readable;
- signed by the party giving or making it (or signed on that party's behalf by its authorised officer); and
- left at the address of the recipient, or sent by prepaid ordinary post to that address or sent to the facsimile number of the recipient.

16.3 Notification of breach of Customer's Security Codes

You may give notice to the Bank of any breach of your username or password by telephone. Any notification by you pursuant to this clause will take effect immediately.

16.4 Changes of details

Details may be changed as follows:

- You may change any information given in an Application Form only by completing and submitting a new Application Form, indicating a change of details.
- The Bank may change its details for the purpose of service of notices, by giving notice of that change to you in accordance with the provisions of clause 16.2.
- If you change your address and do not properly notify the Bank, the Bank can give notice to you by writing to the last address

for you properly notified to the Bank under these terms and conditions.

16.5 **Receipt**

Proof of posting or delivery of a letter or of dispatch of a facsimile is proof of receipt:

- in the case of a document sent by prepaid ordinary post on the second Business Day after the date of posting;
- in the case of a document left at the address: on the day and at the time at which delivery was made; and
- in the case of a facsimile: on the day and at the time at which the transmitting facsimile machine indicates that the facsimile was sent in its entirety to the facsimile number of the recipient for the purposes of this clause.

17 **General**

17.1 **Notification of material changes**

The Bank may change these terms and conditions at any time (including introducing a fee or charge) by notice to you.

You agree that such notification will be provided by the Bank:

- either by posting an electronic notice on the Website or by media advertisement or by written notice to you (such as by post or email) as the Bank determines in its absolute discretion; or
- by any other form of giving notice that may be required or permitted at any time by law or any industry code to which the Bank subscribes.

17.2 **Records**

You will be able to access records of Funds Transfers for a period of 12 months from the date of the transfer.

17.3 **Rights**

The Bank's rights in this document are cumulative with and do not exclude any other right.

The Bank may exercise or not exercise a right (including the making or not making of any determination) in its absolute discretion and the Bank is not required to give any reasons for its decision.

17.4 **Waivers, variations and consents**

Any waiver or consent by the Bank is effective only if it is in writing signed by or on behalf of the Bank and then only to the extent expressly stated in writing and in the specific instance and for the specific purpose for which it is given.

No failure on the part of the Bank to exercise, or delay on its part in exercising, any of its rights operates as a waiver of them.

No provision of this document or right conferred by it can be varied except in writing signed by the parties.

17.5 **Invalidity**

If any part of this document is for any reason unenforceable that part is to be read down to the extent necessary to preserve its operation and if it cannot be read down it is to be severed.

17.6 **Assigning rights**

The Bank may without your consent assign to any person its rights under this document. You must not assign any of its rights under this document without the Bank's prior written consent.

17.7 **Confidentiality**

You irrevocably consent and agree to the Bank providing information concerning you or this document:

- to any person who is an assignee or potential assignee or a beneficiary or potential beneficiary of; or a participant in or potential participant in, the Bank's rights under this document;
- in relation to making BPAY payments, to Billers nominated by you and if necessary, the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme;
- if required or permitted by law;
- if the information is publicly available; or
- if the Bank is under a public duty to disclose the information.

17.8 **Governing law and jurisdiction**

This document is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of its courts.

17.9 **Electronic Funds Transfer Code of Conduct ("EFT Code")**

The Bank warrants that it complies with the requirements of the EFT Code (as in effect from 1 April 2002) when providing Personal Internet Banking Services to you pursuant to this Agreement.

18 **Reading These Terms**

18.1 **Dictionary**

The following words have these meanings in this document:

Account means any account maintained with the Bank or any other financial institution.

Application Form means the Bank's personal internet banking application form.

Bank means Bank of China (Australia) Limited ABN 28 110 077 622 of 39–41 York Street, Sydney NSW 2000.

Biller means any organisation that participates in the BPAY Scheme and has informed you that it will accept payments via the BPAY Scheme.

BPAY or BPAY Scheme means the electronic payment scheme operated by BPAY Pty Ltd to effect payments to Billers.

Business Day means a day, not being a Saturday, Sunday, or a Public Holiday on which banks and the Bank are open for business in Sydney.

Destination Account means, in respect of any Funds Transfer, the Account that is to be credited with the funds to be transferred. Referred to on the Website as the "to account".

Funds Transfer means a transfer of funds between Accounts.

Operating Hours means in respect of any funds Transfer or BPAY payment, the operating hours for that transfer or payment as displayed on page 2 of the PDS and the changed time as posted on our Website from time to time.

Permitted Destination Account means each Account permitted from time to time on the Website to be a Destination Account for Funds Transfers using Personal Internet Banking Services.

Permitted Source Accounts means each Account permitted from time to time on the Website to be a Source Account for Funds Transfers and BPAY payments using Personal Internet Banking Services, always being an Account held with the Bank.

Personal Internet Banking Services means the following services available via the Website and in accordance with these terms and conditions:

- Account Inquiry service - to view Account balances and recent transactions;
- Funds Transfer service - to give the Bank instructions to transfer funds from one Account to another;
- BPAY service - to give the Bank instructions to make payments to Billers;
- Term Deposit service - to open a term deposit and to withdraw funds from a term deposit; and
- Stop Cheque service - to give the Bank instructions to stop payment on a cheque drawn on an Account you hold with the Bank.

Source Account means, in respect of any Funds Transfer and BPAY payment, the Account that is to be debited with the funds to be transferred. Referred to on the Website as the "from account".

Website means the Bank's official internet website, currently having domain address <http://www.bocau.com.au> as amended, updated or replaced from time to time.

you means the person (or persons for joint accounts), sole trader or partnership listed in the Application Form as the customer.

18.2 Interpretation

In this document, unless the contrary intention appears:

- (a) a reference to a Security Code means the then current Security Code, as updated from time to time;
- (b) a reference to this document or any other document includes any variation or replacement of it
- (c) a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments and replacements of it;
- (d) the singular includes the plural and vice versa;
- (e) a reference to one gender includes each other gender;
- (f) the word "person" includes a firm, corporation, body corporate, unincorporated association or Governmental Agency;
- (g) a reference to a person includes a reference to the person's executors, administrators, legal personal representatives, successors and permitted assigns;
- (h) an agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them and any one or more of them jointly and severally;
- (i) a reference to a party means a person who is named as a party to, and is bound to comply with the provisions of, this document;
- (j) a reference to "includes" or "including" means "includes, without limitation" and "including, without limitation" respectively;
- (k) where a word or phrase is given a defined meaning in this document, the other grammatical forms of the word or phrase have a corresponding meaning;
- (l) a reference to an act includes an omission and doing an act includes executing a document;
- (m) a reference to any thing is a reference to the whole or any part of it and a reference to a group of persons or things is a reference to each of them individually and any two or more of them collectively; and

- (n) a reference to a right includes an interest, power, remedy, privilege and cause of action however arising.

18.3 **Headings**

A heading is for reference only. It does not affect the meaning or interpretation of this document.

18.4 **Effect of Statutes and Regulations**

If a statute or regulation only applies insofar as a contrary intention is not expressed in this document, the terms of this document prevail where the application of that statute or regulation would adversely affect or otherwise restrict any right of the Bank.

18.5 **Forms to constitute part of this document**

These terms and conditions, the Personal Internet Banking Services PDS, any Application Form (including the instructions for its completion), and any amendment to any of them, together constitute the Personal Internet Banking Services agreement.

Schedule 1:

Daily transaction limits for Funds Transfers and payments via the BPAY Scheme

	Funds Transfer Type	Single Transaction Limit*	Daily Limit*
Domestic	Transfer between your own Bank of China (Australia) Limited Accounts (same currency)	500,000 AUD	500,000 AUD
	Transfer between your own Bank of China (Australia) Limited Accounts (different currencies)	500,000 AUD	500,000 AUD
	Transfer to a third party (Bank of China (Australia) Limited Account only) (same and different currency)	5,000 AUD	5,000 AUD
	Transfer to yourself or third party (non-Bank of China (Australia) Limited account) (from AUD or any other currency to AUD)	5,000 AUD	5,000 AUD
	Transfer to yourself or third party (non-Bank of China (Australia) Limited account) (from USD or any other currency to USD)	Treated as an international transfer for these purposes - see * below	
International	Transfer to yourself or third party*	10,000 AUD	10,000 AUD
	Transfer to yourself or third party (any Bank of China Group company Account in the PRC in CNY currency)	45,000 CNY	45,000 CNY
Term Deposit	Transfer funds from your savings or cheque account to a Term Deposit account (transfer between our own Bank of China (Australia) Limited Accounts)	500,000 AUD	500,000 AUD
BPAY Payment	(Domestic)	20,000 AUD	20,000 AUD

1. For transfers in currencies other than AUD or CNY, the limits are based on the equivalent in the other currency, of the AUD amount listed.