

Community CPS Product Disclosure Statement

Electronic Access Services

August 2004

This Product Disclosure Statement (PDS) provides information about the electronic access services offered by CPS Credit Union Co-operative (ACT) Limited ABN 31 087 649 670 ("Community CPS", the "Credit Union", "us" or "we"). It is designed to help you make informed decisions in relation to the accounts and products that we offer.

This document, which forms part of the PDS, contains the terms and conditions and other information for the following products and services:

- Internet Banking (Web-Link)
- Telephone Banking

This document should be read in conjunction with the following documents that also form part of this PDS:

- Schedule of Fees and Charges Booklet (for personal accounts);
- Business Schedule of Fees and Charges Booklet (for business account holders); and
- Schedule of Interest Rates (for personal and business accounts).

This document is dated July 2004.

Information in this PDS, including interest rates, is subject to change from time to time and may be updated by us.

1. Internet Banking (Web-Link)

1.1 Features and Benefits of Web-Link

Community CPS Web-Link allows secure member access to accounts via the Internet 24 hours a day, seven days a week. The Web-Link menu options include:

Account Information

Account balances, transaction limits, interest earned and paid and cheque search function.

Transfers and Payments

Transfer funds within memberships, transfer to other Community CPS memberships and to BSB/Account Numbers at other financial institutions. Pay bills using BPAY. Access the online loan redraw facility. Maximum daily limits apply to some funds transfer options.

Loan Calculator and Payroll Split Information

Allows you to view your payroll split information and utilise a loan calculator.

Personal

Allows you to personalise your access code and request information from the Credit Union.

Logout

Allows you to logout of the system safely and securely to avoid unauthorised use.

Help

You can send an email request and also access details on system security, browser information and the Terms and Conditions for CPS Web-Link. The Web-Link service may be unavailable from time to time due to system maintenance.

1.2 Significant Risks associated with Internet Banking

There is a risk that unauthorised transactions may be performed on your account. In some circumstances, you may be liable for these transactions. For more information regarding where you will be liable for unauthorised transactions please refer to sections 3, 5 and 11 of Web-Link Conditions of Use.

It is possible that some viruses may record the user numbers and passwords that you use for Internet services including Internet banking. Email is probably the most common way that viruses are introduced. Files that are downloaded from Internet sites, or that you receive from others, may also contain computer viruses.

You must ensure that the computer you use to access the Internet banking service is free of computer viruses. We strongly recommend that users of the Internet banking service install anti-virus software that can detect, intercept and remove viruses.

We also strongly recommend that you update your anti-virus software frequently and scan your computer regularly. Most anti-virus software vendors often update their virus signature files and virus defence mechanisms to protect against new computer viruses that are being created frequently.

To ensure the integrity of the Internet banking service the servers that we use contain anti-virus features and do not contain any Internet email software.

The range of services provided through Web-link do not have any tax implications. For information regarding tax implications for Community CPS deposit products please refer to the Product Disclosure Statement for these products.

1.3 Community CPS Internet Banking (Web Link) Conditions of Use

Before you use the CPS Web Link, you must:

- i. have submitted to us an executed copy of the CPS Web Link registration form or have applied to us to use the CPS Web Link in such other prescribed form as we may determine from time to time;

- ii. have been approved as a CPS Web Link customer and have been issued with a Password; and
- iii. read these Conditions of Use carefully as they will form the contractual basis for the use of the CPS Web Link Service between you and us.

You must follow the guidelines below to guard against unauthorised use of your Password. These guidelines provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised transactions using your Password. Liability for such transactions will be determined in accordance with clause 11 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.

Guidelines For Ensuring The Security Of Your Password

You must take the following steps to guard against unauthorised use:

1. Use care to keep your CPS Web Link Password secret.
 - Do not tell or show your Password to another person or allow any person to observe as you enter the Password. If you decide to tell someone your Password, they become your Nominee and are subject to these Conditions of Use.
 - We recommend against recording your Password. If you do so, you are responsible for keeping any records of your Password secure and protected.
 - You must keep any records of your membership number and your Password separate from each other.
 - You must change your Password the first time you use the CPS Web Link and at frequent intervals thereafter, for example, monthly. When you change your Password, you must not select an obvious Password such as a dictionary word, name, date or vehicle make, model or registration number, or any other character combination that could be associated with you. Passwords may consist of any combination of characters on your keyboard but must contain (in any order you choose) at least two numeric digits and at least two characters that are not numeric digits.
 - If you forget your Password, contact us and we will ask you to identify yourself before granting you access to the CPS Web Link.
 - If you believe that another person knows your Password, change your Password immediately or report the matter to us.
2. You have a responsibility to exercise reasonable care to prevent unauthorised access to the computer you use for CPS Web Link. Please read carefully clause 3(f) in these Conditions of Use for methods to minimise unauthorised access and maximise protection for your privacy.
3. Immediately notify us of any change to your address.

4. Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the CPS Web Link has been used without your authority.
5. Check your last login details, which will appear under the account summary, screen every time you log into the CPS Web Link and notify us immediately if the last login details are incorrect.

1. Introduction

- a) In accepting access to the CPS Credit Union from us you agree to comply with these Conditions of Use. The Conditions of Use operate in conjunction with the terms and conditions applicable to Nominated Accounts. Save for the provisions in clause 5(e) of these Conditions of Use, if there is any inconsistency between these Conditions of Use and the Nominated Account, these Conditions of Use prevail.
- b) In these Conditions of Use, any reference to the Credit Union is a reference to; CPS Credit Union. Any reference to "us", "we", "ours" is a reference to the Credit Union.
- c) In these Conditions of Use, where the words or terms appear in capital letters, they shall have the following meaning:

"Ancillary Equipment" means any equipment (personal computer or otherwise) specified by us that you will require to use the CPS Web Link.

"Biller" means an organisation that tells you that you can make payments to it using BPAY.

"BPAY" means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or Internet access or any other access method as approved by us from time to time.

"BPAY payment" means a payment transacted by us on your behalf using BPAY.

"Business Day" means a day that is not Saturday or Sunday, or a public holiday or bank holiday in the place in which any relevant act is to be done.

"Cut Off Time" means the time advised to you, prior to you confirming the payment instructions, by which your payment instructions must be received by us in order for those instructions to be processed that Business Day by BPAY or by us for any other payment or transfer instructions.

"Day" means a 24-hour period commencing on midnight Eastern Standard Time or Eastern Daylight Saving Time, as the case may be.

"CPS Web Link" means our Internet banking service that you access with the Ancillary Equipment via the Internet. This facility allows you to obtain information on our products and services and to carry out transactions on your Nominated Accounts.

"Nominee" means any person to whom you have disclosed your Password or have authorised in any way to use your CPS Web Link.

"Nominated Accounts" means, upon you receiving authorisation from us to access the CPS Web Link, all your accounts under your membership.

"Notice" means any form of written communication between you and us that includes written correspondence faxed, mailed by prepaid post or emailed.

"Password" means the 6-8 digit alphanumeric combination that enables you to use the CPS Web Link.

- i. Unless otherwise required by the context, words importing the singular include the plural and vice versa.
- ii. We may attach services to or remove services from the CPS Web Link. You will be notified if this is the case. Separate terms and conditions of use may apply to the added services.
- iii. Certain provisions of the Credit Union Code of Practice apply to these Conditions of Use. A copy of the Credit Union Code of Practice is available from any of our branches.
- iv. We warrant that we will comply with the terms of the Electronic Funds Transfer Code of Conduct where that code applies.

2. Restrictions and Termination of Access to the CPS Web Link

- a) We reserve the right to restrict your access to the CPS Web Link.
- b) You may cancel your use of the CPS Web Link at any time by giving us Notice.
- c) We may immediately terminate your use of the CPS Web Link at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of any Nominated Accounts.
- d) We may terminate your use of the CPS Web Link, for any reason, by giving you 14 days Notice. The Notice does not have to specify reasons for cancellation.
- e) Transactions for which you have given us instructions and which are scheduled to be made after your use of the CPS Web Link is terminated may not be effected by us.

3. Protecting your Password, Computer and Ancillary Equipment

- a) We will provide you with a Password to use the CPS Web Link. You agree to protect this Password as a means of preventing fraudulent or unauthorised use of your Nominated Accounts via the CPS Web Link.

- b) You must change your Password the first time you use the CPS Web Link and at frequent intervals thereafter, for example, monthly. When you change your Password, you must not select a Password that represents your birth date or a recognisable part of your name. If you do use an obvious Password such as a name or date you will be liable for any losses which occur as a result of unauthorised use of your Password before you notify us that your Password has been misused, lost or stolen or become known to someone else. You agree to instruct your Nominee(s) not to select a Password which represents a date or name, and of the consequences to you if they do select such a Password.
- c) If you give your Password to your Nominee, you will be liable for all transactions carried out by your Nominee using the CPS Web Link. Your Nominee's use of the CPS Web Link is governed by these Conditions of Use. You will be liable for any failure of your Nominee to observe these Conditions of Use.
- d) You must not tell or show your Password to another person or allow it to be seen by another person, including family and friends.
- e) If you need to record your Password then do not under any circumstance record it on your computer or related articles unless you have taken reasonable steps to carefully disguise it or to prevent unauthorised access to the record. It is not reasonable to disguise your Password as a telephone number, a birth date or by changing the order of the characters in the Password.
- f) You have a responsibility to exercise reasonable care to prevent unauthorised access to the Ancillary Equipment you use for the CPS Web Link:
 - i. You must not leave your computer unattended while you are on-line to the CPS Web Link.
 - ii. You should ensure that the computer is checked for viruses before using the CPS Web Link.
 - iii. We suggest you clear your browser cache (session memory) files at the end of your CPS Web Link session in order to protect your privacy and prevent anyone from tracing your steps through the cache memory files. Additionally, we suggest that you shut down all the windows of the browser you have used to gain access to the CPS Web Link and then restart the browser in order to ensure that the "back" function (or similar function in your browser) cannot be used to trace your activities.
 - iv. If you require assistance in regards to clearing your browser's cache, we suggest you review your browser Help facility or contact a PC support or maintenance service for instructions on how to complete this process.

4. Notification of Loss, Theft or Unauthorised Use of Your Password

If your Password is misused, lost, stolen or becomes known to someone else (other than your Nominee), you must notify us immediately by:

- i. (during business hours) telephoning us; or
- ii. (outside of normal business hours) contacting us by using the out of hours method notified to you from time to time.

We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us. We will then cancel your Password and arrange for you to select a new Password.

5. Using CPS Web Link

- a) We will advise you from time to time of the transactions, which the CPS Web Link will enable you to perform.
- b) In order to access this CPS Web Link, you must:
 - i. be a member of the Credit Union;
 - ii. own or operate the required Ancillary Equipment;
 - iii. and hold an account with us or be a signatory to an account with us.
- c) You may only use the CPS Web Link to perform transactions on Nominated Accounts. If the terms and conditions of a Nominated Account such as, but not limited to, a fixed term deposit or loan account, provide a transactional restriction, then such a restriction will equally apply to the CPS Web Link.
- d) If you are a signatory to a Nominated Account that can be operated on the instructions of any one signatory to the account, you may access the account with the CPS Web Link. If you are a signatory to a Nominated Account which requires more than one signatory for its operation, your ability to transact on such an account with the CPS Web Link is subject to Clause 5A.
- e) Except as we otherwise agree from time to time to allow future dated transactions and subject to terms and conditions of accounts under which funds are not available at call such as notice of withdrawals account, transactions utilising the CPS Web Link will normally be processed the same Business Day or the following Business Day.
- f) You acknowledge and agree that we are authorised to act on instructions given by you (or your Nominee) through the CPS Web Link using your Password.
- g) If any Nominated Account is in the name of more than one person, the liability of all account holders under these Conditions of Use will be joint and several for any transactions carried out on that account in accordance with these Conditions of Use.

5A. Multiple Signatures Nominated Accounts * * This provision will only apply if we offer this facility as part of our CPS Web Link.

- a) For the avoidance of doubt, in this Clause a reference to a Nominated Account that requires more than one signature (Multiple Signatures Nominated Account - MSNA) is a reference to, but without limitation, a joint account, company account, trust account, partnership and any other account that requires more than one signature to operate the account but excluding an account of an individual that requires multiple signatures.
- b) An individual signatory to an MSNA may access the MSNA with the CPS Web Link to make inquiries about the details of the account (such as obtaining the account balance... etc). An individual signatory cannot effect transactions on the account unless the individual signatory has obtained the authority of all other signatories to the MSNA in accordance with Clause 5A(c).
- c) If an individual signatory to an MSNA:
 - i. provides us with, or arranges for the other signatories to the MSNA to provide us with, a written authority signed by all signatories to the MSNA, in a form acceptable to us, that the individual can access the single access MSNA with the CPS Web Link for the purpose of effecting transactions on the account; and
 - ii. the authority is received by us at least 48 hours, not including Saturday, Sunday or a public holiday, prior to the proposed use of the CPS Web Link by the individual signatory, the individual signatory can access the account using all facilities offered by the CPS Web Link in respect of the single access MSNA and all signatories to the account will be jointly and severally liable for all transactions effected by the individual to whom they have provided the authority.

6. Disputed Transactions

- a) If you believe a CPS Web Link transaction is wrong or unauthorised, or your periodical statement contains any instances of unauthorised use or errors, immediately notify us. We may ask you to provide further information.
- b) We will investigate your complaint, and if we are unable to immediately settle your complaint to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c) Within 21 days of receiving your complaint, we will advise you in writing of the results of our investigation, or advise you in writing that we require further time to complete our investigation.
- d) We will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances. In such circumstances we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- e) When we notify you of the result of our investigation, we will advise you in writing of the reasons for our decision. If your Nominated Account is found to have been incorrectly credited or debited we will adjust the account

accordingly and notify you of this. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Credit Union Dispute Resolution Centre (CUDRC) or any other dispute resolution body which we may advise from time to time. The Credit Union Dispute Resolution Centre's contact details are:

The CUDRC
GPO Box 3A
Melbourne VIC 3001

Telephone: 1300 780 808
Facsimile: (03) 9620 4446
Email: info@ cudrc.com.au

- f) It is recommended that you record all receipt numbers, payment or transfer reference numbers as issued to you by the CPS Web Link to assist in checking transactions against your statements.

7. Withdrawals, Transfers, Payments and Transaction Limits

- a) In the absence of any daily or other periodic transaction limit arrangements between you and us, you are only able to withdraw, transfer funds or make payments up to the available balance of your selected Nominated Account including the unused portion of any credit limit relating to that account. You agree that aggregation of any available balance or credit limit on Nominated Accounts is not possible when determining the available balance or credit limit for the selected Nominated Account.

You acknowledge that third party organisations (such as merchants or other financial institutions) may impose additional restrictions on the amount of funds you may withdraw, deposit or transfer.

Transfers of Funds *

* This provision will only apply if we offer this facility as part of our CPS Web Link.

- b) You may provide us with transfer instructions:
 - i. on a one time basis, by following the process set out in Clause 7(c)(ii)(A-E) set out below; or
 - ii. a future dated transfer, by following the process set out in Clause 7(c)(ii) (A-F excluding E) set out below *; or

* Even if we offer transfer of funds as part of our CPS Web Link, we may still not offer future dated transfers or regular transfers

- iii. a regular transfer, by following the process set out in Clause 7(c)(ii)(A-F excluding E) set out below *.

* Even if we offer transfer of funds as part of our CPS Web Link, we may still not offer future dated transfers or regular transfers

- c) You may transfer funds from a Nominated Account to:

- i. an account held by a third party with us or with another financial institution; or
- ii. a Nominated Account or to an account you hold with us under a different membership or to an account you hold with another financial institution.

by following the process set out below:

- A. except for Nominated Accounts, you should advise us, in writing, of the detail of the account to which you wish funds transferred to, such details to include the name under which the account is held, its BSB and account number;
 - B. details provided to us should be provided at least 48 hours, not including Saturday, Sunday or a public holiday, prior to any transfer taking place. If the transfer is a future dated transfer or a regular transfer then the date in which the transfer should be completed or the commencing date for the regular transfer, its frequency and amount to be transferred. This will provide us sufficient time to update the CPS Web Link;
 - C. once you have provided the details to us, we will update the CPS Web Link so that transfers to the destination account will be permitted the next time you log in to the CPS Web Link;
 - D. at our discretion, details of destination accounts that you have supplied to us will remain on the CPS Web Link and will be able to be utilised at any time;
 - E. at all times you acknowledge and agree that if the transfer of funds is to be executed immediately, once you have confirmed a transfer of funds, the instruction is irrevocable and cannot be reversed. If you have made an error in the transfer instruction you must contact us as soon as you realise the error as well as, if applicable, contact the intended recipient of the funds, in an endeavour to correct the erroneous transfer. We cannot warrant that the transfer can be stopped or that the funds will not be appropriated prior to you taking action to correct the error. It is therefore imperative that transfer details are verified by you prior to confirming the instruction;
 - F. at all times you acknowledge and agree that if the transfer of funds is a future dated transfer or a regular transfer of funds you will be able to vary your instructions **provided that** the time for completing the transfer has not passed. If the time for completing the transfer has passed and you realise that you have made an error in the transfer instruction you must contact us as soon as you realise the error as well as, if applicable, contact the intended recipient of the funds, in an endeavour to correct the erroneous transfer. We cannot warrant that the transfer can be stopped or that the funds will not be appropriated prior to you taking action to correct the error. It is therefore imperative that transfer details are verified by you prior to confirming the instruction.
- d) Instructions requiring the transfer of funds will not be acted upon if there are insufficient funds available in the selected Nominated Account either at the time you confirm the transfer instructions or when we attempt to perform the transfer in the course of our normal business procedures.
 - e) We will endeavour to settle any transfer instructions on the same Business Day the instructions were received provided the instructions regarding

transfer of funds to accounts other than our accounts were received prior to the Cut Off Time.

Payments *

* This provision will only apply if we offer this facility as part of our CPS Web Link.

- f) Instructions requiring the payment of funds to other parties will not be acted upon if there are insufficient funds available in the selected Nominated Account either at the time you confirm the payment instructions or when we attempt to perform the payment in the course of our normal business procedures.
- g) At all times you acknowledge and agree that once you have confirmed a payment, the instruction is irrevocable and cannot be reversed. If you have made an error in the payment instruction you must contact us as soon as you realise the error as well as, if applicable, contact the intended recipient of the funds, in an endeavour to correct the erroneous payment. We cannot warrant that a payment can be stopped or that the funds will not be appropriated prior to you taking action to correct the error. It is therefore imperative that payment instruction details are verified by you prior to confirming the transaction.

Redraw Facility *

* This provision will only apply if we offer this facility as part of our CPS Web Link.

- h) Fees and charges may apply to the redraw facility depending on the terms and conditions of the loan contract.
- i) If you have a loan account with us, and under the loan contract there is a redraw facility, you will be able to utilise the CPS Web Link to access the redraw facility.

There are several conditions attached to the use of the redraw facility. These are:

- i. your loan contract must specify that a redraw facility is available;
- ii. you must have sufficient funds in the redraw facility so that you can access these funds;
- iii. the loan contract dictates what proportion of the available funds you may access at any one time and in what multiples (for example, multiples of \$500 or \$1000 etc);
- iv. once you have accessed the redraw facility, the terms and conditions of the loan contract will apply to the outstanding balance of the loan which will include the funds drawn under the redraw facility; and
- v. you may only transfer funds as part of the redraw facility to your Nominated Account which is a savings account with us.

- j) You agree that you will not use the CPS Web Link to exceed the unused portion of your credit limit whether under any pre-arranged credit facility such as a line of credit, overdraft or otherwise.

8. Using BPAY through the CPS Web Link * * This provision will only apply if we offer this facility as part of our CPS Web Link.

The provisions of this clause 8 apply if and when you instruct us to make a BPAY payment.

- a) **Using BPAY**
- b) BPAY can be used to pay bills bearing the BPAY logo.
- c) We will advise you if and when other transactions can be made using BPAY but until you are advised otherwise, you may use BPAY only to make payments.
- d) To instruct us to make a BPAY payment you must advise us of the Biller's Code number (found on your bill), your Customer Reference Number (eg your account number with the Biller), the amount to be paid and the Nominated Account from which the amount is to be paid. You acknowledge that we are not obliged to effect a BPAY payment instruction if that information is incomplete and/or inaccurate.
- e) We will debit the value of each BPAY payment and any applicable fees to the selected Nominated Account. Instructions will not be acted upon if there are insufficient funds available in the selected Nominated Account.

Processing BPAY Payments

- f) You cannot stop a BPAY payment once you have instructed us to make it except:
 - i. where the instruction relates to a future dated payment and you instruct us to stop the payment prior to the stipulated date for payment; or
 - ii. where we agree that we are able to arrange for the Biller's Financial Institution to stop the payment to the Biller.
- g) If you make an error in a payment instruction you should contact us immediately. We will use our best endeavours to assist you in tracing and stopping the payment instruction but we cannot undertake that a payment instruction can be stopped. There are BPAY procedures dealing with erroneous payment instructions and we must abide by these procedures.
- h) You must be careful to ensure you tell us the correct amount you wish to pay. If you instruct a BPAY payment to be made and later discover that:
 - i. the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or

- ii. the amount you told us to pay was less than the amount you needed to pay, you must make another BPAY payment for the shortfall.
- i) A BPAY payment is treated as received by the Biller to whom it is directed:
 - i. on the date you instruct us to make that payment, if we receive your instruction by the Cut Off Time on a Business Day; or
 - ii. on the next Business Day after you instruct us to make the payment, if we receive your instruction after the Cut Off Time on a Business Day or on a non-Business Day.

Notwithstanding this, a delay may occur in processing a BPAY payment if a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

Future Dated Payments

- j) you may arrange in advance for BPAY payments to be made on a nominated future date or have a regular BPAY payment made *. If you use this option: * Even if we offer this facility as part of our CPS Web Link we may not offer regular BPAY payment functionality.
 - i. you must ensure that there are sufficient cleared funds in the relevant Nominated Account to cover all future-dated BPAY payments on the day you have stipulated for payment; and
 - ii. if there are insufficient cleared funds on a stipulated date, the BPAY payment will not be made and you may be charged a dishonour fee.
- k) you may alter or cancel a future-dated payment instruction before the stipulated date for the payment. You cannot stop the BPAY payment on or after that date.

BPAY Transactions Limits and Refusals

- l) We, the Biller or BPAY may limit the amount of any BPAY payments you can make.
- m) If at any time BPAY allows transactions other than bill payments to be processed through BPAY, we may limit the amount you may transact on any one day via BPAY on such other transactions.
- n) You acknowledge and agree that:
 - i. we may refuse for any reason to give effect to any instruction you give us in respect of a transaction to be made via BPAY; and
 - ii. we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

Resolving Errors and Liability and Unauthorised and Mistaken Payments

- o) All BPAY payments and applicable fees will be recorded on the statements of the Nominated Accounts to which they are debited.
- p) If you become aware of any delays or mistakes in processing your BPAY payment or believe a BPAY transaction entered on your statement is wrong or unauthorised, contact us promptly and give the following details:
 - i. your name, membership/and Nominated Account number;
 - ii. the date and amount of the transaction in question;
 - iii. the date of the account statement in which the transaction in question first appeared; and
 - iv. a brief and clear explanation of why you believe the transaction is unauthorised or an error.
- q) Your liability for unauthorised or mistaken payments is determined in accordance with clause 11.
- r) If you notify us that a BPAY payment made from a Nominated Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that payment allowing us to obtain information about your account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we require to investigate the payment.

Ownership of BPAY

- s) BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Conditions of Use be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Conditions of Use accordingly.

9. On-line Information and Changes

- a) There are certain changes * to your personal member information that you will be able to effect on-line. These are changes to contact details, such as:* This provision will only apply if we offer this facility as part of our CPS Web Link. We may vary the information you can update online at any time and advise you of such changes.
 - i. your residential and postal address
 - ii. mobile telephone number; and
 - iii. email address.

- b) When a Nominated Account is a joint account, where both must sign for any transaction on the account, you will not be able to effect the changes set out in Clause 9 (a) unless we receive written authorisation from the other account owners that a single access and authority is permitted on the account.
- c) You are able to view the following details regarding your Nominated Accounts:
 - i. overdraft;
 - ii. line of credit;
 - iii. loan application; and
 - iv. term deposit.
- d) From time to time, we will tell you what other information you may view when using the CPS Web Link and what other changes you can make on-line. If we give you access to make changes on-line, you agree that effective from the time you confirm the changes, by submitting them to us on-line, you are solely responsible and liable for any changes made on-line.
- e) We collect personal information about you for the purposes of providing our products and services to you. We may disclose your personal information to others in order to execute your instructions (including your use of BPAY), where we reasonably think it is necessary for the provision of the CPS Web Link, or if it is required by law. You may have access to the personal information we hold about you at any time by asking us. For more details of how we handle your personal information, please refer to our Privacy Policy, available from our website or by telephoning us.

10. Direct Debit Hierarchy

- a) Subject to the provisions of this clause 10, you may use the CPS Web Link to view details of any direct debit authorities you give to third parties in relation to your accounts with us.
- b) Subject to subclause (c), you may at any time use the CPS Web Link to change the Nominated Account in respect of which an individual direct debit authority is to operate provided that the Nominated Account you nominate is at all times a savings account. It cannot be a loan account (line of credit etc) *. You may stipulate more than one Nominated Amount in respect of each direct debit authority and also the order in which the accounts are to be debited. The total amount of each debit must be made to the one account so that if there are inadequate funds available in the first account you nominate, the debit will be made to another account you nominate and according to the order you nominate provided it has the available funds.

* This provision will only apply if we offer this facility as part of our CPS Web Link.

New Direct Debits *

* This provision will only apply if we offer this facility as part of our CPS Web Link.

- c) If you give a *new direct debit* authority to a third party, the first payment made pursuant to the authority will be debited to the account you select as the default account or to the account we advise you is the default account. You may only nominate another account to which direct debits are to be made pursuant to that authority after the first debit is made to the default account.

11. Your Liability in Case of Unauthorised Use of the CPS Web Link

- a) You are liable for all transactions carried out by you, or by your Nominee regardless of when the transactions are processed to Nominated Accounts. You are liable for all transactions and other losses caused by unauthorised use of the CPS Web Link unless any of the circumstances specified in paragraph b. below apply.
- b) You *are not* liable for losses:
 - i. where it is clear that you and your Nominee have not contributed to the losses;
 - ii. that are caused by the fraudulent or negligent conduct of employees or agents of:
 - A. the Credit Union; or
 - B. any third party organisation involved in the provision of the CPS Web Link;
 - C. that are related to a Password that is forged, faulty, expired or cancelled;
 - D. that are caused by the failure of the security measures we employ in our CPS Web Link to prevent unauthorised or fraudulent access to Nominated Accounts;
 - E. that are caused by the same transaction being incorrectly debited more than once to your Nominated Accounts; or
 - F. resulting from unauthorised use of your Password or the CPS Web Link in relation to a transaction which takes place:
 - G. before the time your Password is provided to you; or
 - H. after we have received your request in writing to terminate your access to the CPS Web Link; or
 - I. after you notify us that your Password has been misused, lost or stolen or become known to someone else.
- c) You will be liable for any loss of funds arising from any unauthorised transaction on a Nominated Account if the loss occurs before you notify us that your Password has been misused, lost or stolen or has become known

to someone else and if we prove, on the balance of probabilities, that you contributed to the loss through:

- i. your fraud, your failure to look after and keep your Password secure in accordance with clauses 3(b), 3(d) or 3(e) or your extreme carelessness in failing to protect the security of your Password; or
- ii. unreasonably delaying in notifying us of the misuse, loss or theft of your Password or of it becoming known to someone else and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time you notify us.

However, you will not be liable for:

- A. the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Nominated Accounts;
- B. the portion of the loss on any Nominated Account which exceeds the balance of that account (including any prearranged credit); and
- C. all losses incurred on any Nominated Account which you had not agreed with us could be accessed using your Password.
- D. If clause 11(c) does not apply, your liability for any loss of funds arising from an unauthorised transaction on a Nominated Account, if the loss occurs before you notify us that your Password has been misused, lost or stolen or has become known to someone else, is the lesser of:
 - i. \$150;
 - ii. the balance of your Nominated Account (including any pre-arranged credit); or
 - iii. the actual loss at the time you notify us of the misuse, loss or theft of your Password, or of it becoming known to someone else (excluding that portion of the loss which exceeds any applicable daily or other periodic transaction limits on the Nominated Account).
- E. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct.

12. Our Liability

To the extent permitted by law and the Electronic Funds Transfer Code of Conduct, we, our agents or nominated service providers will not be liable to you for any loss, including consequential damage, arising as a result of:

- i. any breakdown or interruption in the CPS Web Link before the CPS Web Link accepts your transaction in accordance with your instructions;
- ii. any inaccuracy, corruption of data, errors or omissions on, or in relation to, the CPS Web Link because of the operation (or failure) of the Ancillary Equipment; or
- iii. any refusal of another party to receive a payment instruction from you.

If the CPS Web Link malfunctions and you should have been aware that the CPS Web Link was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Nominated Accounts and refunding to you any associated fees or charges.

13. Transaction and Other Fees

- a) We will advise you whether we charge any fees and the amounts of such fees (including any dishonour fees) for:
 - i. issuing your Password or any additional or replacement Password;
 - ii. using your Password;
 - iii. any other service provided in relation to the CPS Web Link;
 - iv. any BPAY payment;
 - v. giving you access to BPAY;
 - vi. any other service provided in relation to BPAY and its access via the CPS Web Link.
- b) We will also advise you whether we will debit any Nominated Account with government charges, duties or taxes arising out of a CPS Web Link transaction.
- c) General information on standard fees and charges is also available to you on request from any of our branches.
- d) We may charge you with dishonour fees for any future-dated BPAY payments that have failed or any other transactions that fail due to insufficient funds in the Nominated Account.
- e) You are liable for any interest charge or fees and government taxes if you select an incorrect account type while using the CPS Web Link.

14. Changes to Conditions of Use

- a) We may change these Conditions of Use from time to time or may vary the CPS Web Link provided to you.

- b) We will notify you (by Notice in newsletter or statement or by an individual Notice) at least 30 days before the effective date of change if it will:
 - i. impose or increase charges for the use of your Password or for issuing additional or replacement Passwords;
 - ii. increase your liability for losses; or
 - iii. impose, remove or adjust daily or other periodic transaction limits applying to the use of your Password, your Nominated Accounts or the Ancillary Equipment.
- c) Conversely, reducing these obligations means we will notify you when we next correspond with you, by a Notice in the newsletter or statement of account.
- d) We will notify other changes no later than the day the change takes effect by advertisement in national or local media, Notice in newsletter or statement of account, or individual Notice sent to member.
- e) We are not obliged to give you advance Notice if an immediate change to the Conditions of Use is deemed necessary for the security of the CPS Web Link or individual accounts.

15. Miscellaneous

- a) These Conditions of Use govern your access to Nominated Accounts using the CPS Web Link. Each transaction on an account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to any Nominated Account, these Conditions of Use shall prevail. General descriptive information on the operation of accounts is available from any of our branches.
- b) Any transactions undertaken on your Nominated Account will appear in our next statement sent to you in accordance with the terms and conditions of your Nominated Account.
- c) You agree that you will promptly notify us of any change of address for the mailing of account statements, etc.
- d) We may post all account statements and Notices to you at your registered address as provided for in our Rules or constituting document.
- e) It is your responsibility to obtain and maintain the Ancillary Equipment required to use the CPS Web Link.
- f) Our agreement with you in accordance with these Conditions of Use and for the transactions carried out under it are governed by the law in force in the State or Territory in which we carry on business. Both you and we submit to the non-exclusive jurisdiction of the courts of that State or Territory in respect of any disputes.
- g) You authorise us to give information about you and any Nominated Account to others in order to execute your instructions to us via the CPS Web Link or

where we reasonably think it necessary for the provision of that service. However, you may instruct us not to share your information by giving us written instructions to that effect.

- h) From time to time we may advertise financial products or services on the website through which you access the CPS Web Link. You consent to receiving such advertising material when accessing our website or the CPS Web Link.

2. Telephone Banking

2.1 Features and Benefits of Web-Link

The automatic telephone banking service is available 24 hours a day, seven days a week. Members can use this service to:

- Obtain account information
- Check savings, loan and term investment balances
- Review previous transactions
- Ascertain interest earned
- Transfer savings funds between CPS accounts and memberships
- Pay bills (using BPAY)

2.2 Significant Risks associated with Telephone Banking

There is a risk that unauthorised transactions may be performed on your account. In some circumstances, you may be liable for these transactions. For more information regarding where you will be liable for unauthorised transactions please refer to the relevant Terms and Conditions in 2.3 below, in particular clause 5.

The range of services provided through Telephone Banking does not have any tax implications. For information regarding tax implications for Community CPS deposit products please refer to the Product Disclosure Statement for these products.

2.3 Terms and Conditions of the 24 Hour Telephone Service

1. Whilst we make every effort to ensure the CPS 24 Hour Telephone Service is operating at all times, and providing accurate information to members, we accept no responsibility for the periodic unavailability or failure of CPS 24 Hour Telephone Service.
2. A touch-tone phone is required for you to operate the CPS 24 Hour Telephone Service and it is your responsibility to obtain and maintain any equipment required
3. If you have a telephone that is not Telstra approved you may experience difficulties with this system.
4. A Telephone Access Code is required for you to operate the system. Information regarding your access code is available from any Branch of the CPS Telephone Response Centre.

5. Your access code must be kept secure and not disclosed to any other person. Your selected code should not represent your birthday or any obvious sequence of numbers.
6. Your access code may be changed by contacting the CPS Telephone Response Centre, or by following the instructions on the CPS 24 Hour Telephone Service
7. Transactions made through CPS 24 Hour Telephone Service will generally be processed immediately, but may be processed the next business day.
8. Transfers of funds between different memberships can only be made after the relevant 'Transfer of Funds Between Memberships' form is completed, signed and actioned by the Credit Union.
9. Transfers between accounts within a membership or between different memberships, will only be processed if the funds being transferred are 'cleared' funds and if the terms and conditions of the accounts involved allow for such transfers.
10. Funds transferred to an account or membership will be available as 'cleared' funds.
11. The relevant provisions of the EFT Codes of Conduct and the Credit Union Code of Conduct apply to this service. Full details of these codes are available upon request.

3. Privacy

As a credit provider, CPS complies with Part IIIA of the Privacy Act, 1988 ("the Act"). CPS must also comply with 10 National Privacy Principles applicable to private sector organisations. We take these privacy obligations very seriously.

Types of information we hold

We hold a variety of personal information about members. As a financial institution, we are required by law to verify a prospective member's identity under the *Financial Transactions Reports Act, 1988*.

We retain information regarding your name, date of birth and contact details. We may collect additional personal information, depending on the nature of the CPS products and services supplied. For example, to process a loan application we generally need to collect personal information such as your employment history, credit history, assets, liabilities, marital status and number of dependants.

We may also need to collect health information from you when processing an application for particular insurance coverage. We may also hold personal information supplied by a member in relation to another person, for the purposes of providing a product or service to that member. For example, a member applying for a loan may provide us with personal information about a guarantor for that loan.

Main purposes for collecting personal information

Other than information collected in compliance with legislative and regulatory requirements, we collect personal information for the purposes of delivering the

products and services that members maintain with CPS and building our relationship with you as a member of CPS. If we are not able to collect personal information about you, as a CPS member, we may not be able to provide you with the full range of CPS products and services.

How we collect personal information

In most cases, we collect your personal information directly from you. However, we may hold personal information about you that has been collected from other sources. For example, we may obtain personal information about loan applicants from credit reporting agencies.

Security of your personal information

We take all reasonable steps to protect personal information from misuse, loss and from unauthorized access, modification and disclosure. These steps include internal policies and procedures requiring staff to maintain strict confidentiality when dealing with personal information, secure storage both onsite and offsite of personal information and in relation to online transactions, we employ 128-bit encryption of data sent between your computer and CPS.

Access to your information

Subject to the provisions of the Act, you may have access to personal information that we collect and hold in relation to you. You can request this information, by completing the appropriate "Request for Access to Personal Information Form", which is available upon request. There are two separate forms for this purpose, one for use by members and the other for use by nonmembers of the Credit Union. Limited exceptions to the personal information you can access are set out in the Act. If a request for access is declined, we will provide reasons for doing so.

Disclosing personal information to contractors and other third parties

The Act places restrictions on the disclosure of personal information to third parties. We will comply with these restrictions and the other terms in this Privacy Policy. As you may expect, CPS contracts out a variety of services, and some of these contractors act on our behalf to deliver products and services to members.

These contractors may include, amongst others, valuers, insurance companies, financial planners, mail houses and mercantile agents. It may be necessary for us to provide personal information to these and other contractors in order to provide you with our products and services. We may also disclose your personal information to external advisors, including Credit Union Services Corporation (Australia) Limited.

Finally, we may also disclose your personal information to third parties if authorized or required to do so by law. Examples would include disclosure of information pursuant to a court order, disclosure required by legislation (e.g. the *Financial Transactions Reports Act, 1988* requires us to report certain financial transactions to Austrac) or disclosure if we reasonably believe it to be necessary to prevent or prosecute criminal offences.

We undertake that we will not, under any circumstances, sell our database of member contact details to any third party.

Direct marketing

In addition to regular information that you receive as a result of being a member of CPS, we also may wish to send you material concerning new or additional products and services offered by CPS. If you do not wish to receive our direct marketing communications, please complete the "Direct Marketing Opt Out Request Form" available at all CPS offices. Alternatively, log into our website at www.cpsact.com.au, print and complete the form, then send it in to us at Locked Bag 1000, Mawson ACT 2607. Every time we send you a direct marketing communication we will also give you the opportunity to decline further marketing communications of that type.

Unless you tell us not to, we may disclose your personal information to Credit Union Services Corporation (Australia) Limited and its subsidiaries, and our related bodies corporate, for the marketing of their products and services.

How to make a privacy complaint

We have a procedure for handling complaints from members about any aspect of their dealings with CPS, including complaints relating to privacy issues. Firstly, please direct your complaint to a Supervisor or Manager of the business unit with whom you are dealing. If satisfaction is not gained in this way, the matter should be referred to the Disputes Officer by telephone on (02) 6286 0555 or in writing (Locked Bag 1000, Mawson ACT 2607). If the complaint is not resolved at this level, the Credit Union has a disputes process that is available to all members. Full details of this process are available on request.

Correcting incorrect information

If you consider that any personal information held about you, by the Credit Union, is not correct, accurate, complete or up to date, we will review your claim and if necessary amend our records to reflect the true situation.

Where there is a disagreement between the Credit Union and you about the accuracy of your personal information, you may ask us to note your views on our records and we will take reasonable steps to do so.

Cost of accessing your personal information

We will charge you for the provision of information requested by you under the Act. The fee will be based on the time spent by a CPS employee to retrieve the requested information plus archive retrieval, copying and any other associated costs. We will then provide you with an estimate of the expected fee to retrieve the information you have requested. You may then authorize us to proceed with the collection and provision of information. The fee may be applied on a full cost recovery basis.

Timeframe for processing privacy requests

Generally, we will attempt to fulfill requests for information within 14 working days of receiving the written request from the member, although complex requests involving considerable archive retrieval may take up to 30 working days. We will advise you at the time of the fee estimation of the anticipated timeframe.

More information

If you have any queries, or want more information about the way we manage your personal information, please feel free to contact the CPS Privacy Officer at CPS Credit Union Co-operative (ACT) Limited, Locked Bag 1000 Mawson ACT 2607, or by email at cps@cpsact.com.au.

4. How to make a complaint

We strive to achieve the highest possible level of service to all members. If you have any complaints, we will do our utmost to ensure that they are reviewed quickly and satisfactorily.

The Credit Union has its own internal dispute resolution procedures. These procedures have been set up to deal with any dispute concerning products or services provided to you. Any complaints/disputes should be first directed to the Supervisor/Manager of the relevant Business Unit. If the Supervisor/Manager is unable to resolve the complaint/dispute, you can then refer the matter to our Disputes Officer. The Credit Union aims to deal with and resolve your complaint within 10 working days.

Complaints/disputes in writing should be forwarded to:

The Disputes Officer

Community CPS
Locked Bag 1000
MAWSON, ACT 2607
or by email to cps@cpsact.com.au

If you are not satisfied with the results of the internal review of your complaint/dispute, you can ask for an independent review of your complaint by contacting the **Credit Union Dispute Resolution Centre (CUDRC)**.

The CUDRC's contact details are:

Telephone: 1300 78 08 08 (toll free around Australia)
Fax: (03) 9620 4446
Email: [info@cudrc.com.au](mailto:info@ cudrc.com.au)
Website: www.cudrc.com.au
Mail: The Credit Union Dispute Manager,
CUDRC GPO Box 3A MELBOURNE VIC 3001

5. The Credit Union Code of Practice

The Credit Union has adopted the Credit Union Code of Practice. A copy of this Code is available to members on request. The Code seeks to foster good relations between Credit Unions and their members (as defined in the Code) and to promote fair treatment of members by formalizing standards of disclosure and conduct which Credit Unions agree to observe. CPS Credit Union Co-operative (ACT) Limited is fully committed to complying with the Code, both in relation to the specific provisions contained within it and its general intent and spirit.

6. The Credit Union Constitution

As a member of the Credit Union you should be aware of the Constitution, which governs the various matters relating to the way in which the Credit Union is run. Among other things, the Constitution governs the way in which meetings of members

shall be conducted and the composition and proceedings of the Board, as well as specifying who can join the Credit Union. All members are entitled to a copy of the Constitution. If you require one, it will be provided on request.

7. EFT Code Of Conduct

The Credit Union complies with the EFT Code of Conduct.

8. Centrelink Code Of Conduct

The Credit Union complies with the Centrelink Code of Conduct.

These Terms and Conditions apply to any Account of yours and any Payment Service provided by us to you. The Terms and Conditions do not apply if the Account or Payment Service refers to provision of credit to you by the Credit Union, unless the terms and conditions of the credit facility state that they apply.

You should read the Terms and Conditions carefully and any other terms and conditions which apply. If any questions arise about the Terms and Conditions, we will be pleased to answer them. The Terms and Conditions can be changed by us at any time as long as we change them in accordance with the applicable law.

9. Further Information

Further information about:

- the products and services offered in this Guide; or
- aspects of your CPS Credit Union membership

can be obtained at any CPS Branch, by telephoning the CPS Telephone Response Centre on (02) 6286 0555, or on our website at www.cpsact.com.au.

10. How to Contact Us

CPS Corporate Address and Head Office Location:

CPS Credit Union Co-operative (ACT) Limited
105 Mawson Drive, Mawson ACT 2607

Locked Bag 1000, Mawson ACT 2607

Website: www.cpsact.com.au

E-Mail: cps@cpsact.com.au

Telephone: 02 6286 0555

After Hours: 1 300 660 666

Fax: 02 6286 0560

DX Address: 24081 Mawson, ACT
BSB Number: 801-003

AFS Licence Number: 240672