

part 'c'

terms and conditions for wide bay australia accounts and banking services »

1 Introduction to our Terms and Conditions »

1.1 Important Information

Before you open any account with us and make any transactions, please read this booklet carefully, particularly the sections that relate to the use of accounts you are about to open. Part C sets out the terms and conditions that apply to your account.

You should also read any additional terms and conditions we give you because they may also apply to your account. You should keep this booklet in case you want to refer to it at a later date.

We have tried to keep this booklet as brief and as easy to understand as possible. Many of the words that have particular financial banking or legal meaning are described under Definitions.

Headings used are a guide only. To find information quickly, please refer to the table of contents at the front of this booklet.

Any reference in this booklet to any law also includes any regulation, by-law or ordinance relating to that law and any amendments or replacements of that law.

Where applicable, the EFT Code of Conduct applies to your accounts and our services.

You can request further information about our accounts, products and services, along with details of interest rates, fees and charges, from any of our branches or by calling 07 4150 4000 during normal office hours.

1.2 Changes to Terms and Conditions

Subject to the law, we can change, add to, delete or vary these Terms and Conditions at any time. For example, we can change:

- interest rates and the way we calculate interest
- fees and charges; and
- when we charge or pay interest

When we change the Terms and Conditions, we will give you the period of notice set down by law, the EFT Code or any other applicable code. If no period of notice is needed, we can make changes, variations, additions or deletions immediately and you might not be told of these before they happen. In addition, advance notice may not be given where a change has to be made to restore or maintain the security of our systems or individual accounts, products or services.

We can give you notice in any way permitted by law or a code including:

- advice on your statement
- a notice on electronic equipment
- press ads; or
- a letter

1.3 Confidentiality

By law, we generally keep many details of your account (including your transactions and balance) confidential. Subject to law, we can release details of your account:

- where disclosure is compelled by law
- where there is a duty to the public to disclose
- where it protects our interests to do so
- where disclosure is made with your express or implied consent

1.4 Privacy

We comply with the National Privacy Principles as incorporated into the *Privacy Act*. We publish a Corporate booklet setting out our Privacy Policy. You may request a copy by calling 1300 943 322 during normal office hours, or alternatively calling into one of our branches. A copy of our Privacy Policy may also be viewed at www.widebayaustralia.com.au

1.5 If you have a Problem or Complaint

We can help you with any problems you might have with our products and services, including any electronic banking service. Most problems can be solved by simply talking to our staff either at your local branch or our Head Office on 1800 808 091.

If there is still a problem, you may be asked to put your problem in writing for referral to senior management. If we are unable to resolve your complaint within 24 hours, we will acknowledge your complaint within 3 days and endeavour to resolve it within 21 working days. We will let you know if we need more time.

If you are dissatisfied with the outcome of your complaint or the way in which it was handled please let us know. Should the complaint remain unresolved and become a dispute, we will inform you of your right to contact an external dispute resolution scheme or other relevant organisations*.

For further information on our complaints handling procedure or to arrange for a copy of our brochure "What Should You Do If You Have a Problem or Complaint About a Wide Bay Account or Banking Service", contact us on 07 4150 4000 or contact your local branch.

Wide Bay's Internal Dispute Resolution Process is in compliance with the *Financial Services Reform Act 2001* (Regulatory Guide 165) and AS ISO 10002-2006.

* *Wide Bay is a member of the following external dispute resolution scheme: Credit Ombudsman Service Limited (COSL) - PO Box A252, Sydney South, NSW 1235 Phone 1800 138 422 Fax (02) 9273 8440*

1.6 Acceptance

You accept, and agree to be bound by the conditions and any additional conditions when you either:

- agree to them in writing
- initiate or make a transaction (including a transaction using a remote electronic access method)
- sign a Cashcard / Loan Express Card or use a Cashcard / Loan Express Card, PIN, Telephone or Internet Banking Access Code or other secret code or access method or passbook we give you
- draw or sign a cheque on your account
- sign and return our forms for opening an account, or
- use of Telephone Banking Service, our Internet Banking Service or other remote electronic access method/s

1.7 Additional Conditions

We may also provide you with additional information and terms and conditions that relate to specific accounts and services we provide. For example, if you use our Internet Banking service you will receive additional information electronically when you visit the Internet Banking site.

2 Account Terms and Conditions »

2.1 Terms & Conditions

This section sets out the general terms and conditions that apply to Wide Bay Australia accounts. If we give you any additional conditions in writing that differ from these general terms and conditions then, with the exception of section 6, those additional conditions will apply to the extent they differ.

2.2 Opening an Account

Providing our account opening requirements are satisfied, you can open an account in the name of any person including a child. You can also open accounts in the name of a company, body corporate, club, association, business etc or as trustee for any party. An account must be opened in the name of the correct legal entity.

You need to complete both our Client (if you are not already an account holder) and Account application form and give us any information we require about you.

We can choose not to open an account without giving you a reason.

2.3 Identity

Wide Bay is required under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Act 2006 to confirm the identity of all account holders, entities and signatories on all new accounts. If we cannot be sure of your identity, we may not be able to open your account or, if we do, you may not be able to do certain transactions on your account.

Wide Bay can request you to provide additional identification at a later date should it be deemed necessary.

2.3.1 Individual Customers

You must advise us of your full name, date of birth and residential address. You will then be required to provide original or certified copies of relevant 'acceptable identification documents' so that we can confirm same.

2.3.2 Business / Other Entities

In addition to signatories providing their own identification, Wide Bay is required to collect, prior to opening the account, original or certified copies of relevant 'acceptable identification documentation' in relation to your business/company or entity. In addition, we will require details of your entity's principal address / registered office etc. and the nature of your business / entities activities.

An ASIC Search is required prior to opening company and business accounts. A fee will apply for this search.

Wide Bay can provide you with a list of acceptable identification documents.

2.4 Operation of a Joint Account

Joint accounts can be opened by two or more persons or entities. Before you open a joint account, you should understand that:

- each of you is liable for the debts on the account
- if the account is overdrawn each account holder is liable to pay Wide Bay the overdrawn amount
- if any joint account holder dies, any funds in the account belong to the remaining joint owners

Joint account holders can choose whether:

- one or more of you is allowed to sign on your own to operate the account (either to operate)
- two or more of you must sign jointly (both to sign)
- in the case of three (3) or more to sign on the account, all of you may sign

A Cashcard / Loan Express Card is only available on a joint account where the signature authority is either to operate. Wide Bay, upon request from joint account holders, shall issue a separate Cashcard / Loan Express Card having its own PIN for each joint owner.

You may change how you can operate on your account at any time, by completing a Wide Bay Account Maintenance Form, or alternatively notifying us in writing.

2.4.1 To stop operating on a Joint Account

The joint account cannot be accessed if any one of the account signatories request in writing to stop transactions and we agree. After that, all account signatories must agree in writing to any further transactions being done by any account holder or authority to operate (except for deposits).

For the account to be closed, all account holders must return all Cashcards and unused cheques to us. Until these are returned, all account holders, together and as individuals, are responsible for all transactions on the account, interest charges, fees and charges. This means that each account holder could be liable for the whole of any amount that is owed to us on the account.

2.5 Allowing another person to use your Account (Authority to Operate)

If you tell us in writing, Wide Bay will allow another person to sign on your account as an Authority to Operate (ATO). You will be liable for all debts incurred by that person using your account. Those debts include any overdrawn amounts on those accounts. If you authorise another person to use your account, that person can do most things that you could do yourself. For example, they can:

- perform deposits, withdrawals and transfers on your account
- authorise us to make electronic periodical payments on your account
- obtain a cashcard on your account
- have access to your account through telephone, internet and mobile banking
- draw cheques on your account
- stop, or remove a stop, on cheques on your account
- get any information from us about your account
- close your account

The authorised person will not be able to alter your personal client details or authorise any other person to operate on your account without your consent. You can cancel the authority at any time by all account holder/s notifying us in writing unless your specific prior instruction was for all account holders and signatories (e.g. account holder/s and Authority to Operates) to sign for withdrawals and making amendments to the account. You will however be liable for any transactions made prior to the authority being cancelled and any future dated payments established by the person you authorised prior to the cancellation of the authority. You should ensure any payments that you wish to be discontinued are cancelled.

2.6 Authority to Access Account Information (Authority to Access)

You may make special arrangements to allow other persons to access certain account information when required (e.g. office employees on business accounts accessing account balances) as an Authority to Access (ATA).

This authority will not extend to performing debit transactions or altering account details.

This authority can be revoked at anytime in writing by the authorised signatory/s.

2.7 Power of Attorney

You can appoint a person to be your attorney under a power of attorney to transact on your account.

We must have an acceptable, certified copy of the original Power of Attorney before an attorney can access an account. We are not responsible for the attorney or the way an attorney accesses an account. Wide Bay will require the attorney to become a client (if not already), provide sufficient acceptable identification and read and sign a Power of Attorney Continuing Deed of Declaration.

However, you must still advise us as soon as possible if you cancel or revoke the power of attorney. You appoint this person at your own risk. You are responsible for any transaction the person makes on your account, even if you do not know about them. You must not give your Cashcard / Loan Express Card, PIN, Telephone, Internet or Mobile Banking Access Code to the appointed person or anyone else. The Power of Attorney can apply for their own Cashcard, Telephone, Internet and Mobile banking at any time.

2.8 Formal Trust Accounts

If you are the trustee of an account, you:

- must act according to the terms of the trust and for the benefit of the trust and its beneficiaries
- must not misuse the trust funds or use any rights you have against the trust funds
- agree to these terms and conditions as trustee and in your own personal capacity

All transactions must follow the trust's guidelines. You must be authorised as trustee to agree to these terms and conditions and any additional conditions.

2.9 Passbook Accounts

Selected accounts will have a passbook issued. This is your record of all transactions on your account and may be updated at any branch or by posting your passbook to us.

If you do not require a passbook on these accounts, you can arrange to convert the account to a statement account, whereby statements will be forwarded periodically to you.

2.10 Mortgage Offset Account

If you are eligible for a Mortgage Offset account (eg 'Mortgage Muncher'), you will not be entitled to, and will not be paid interest on, that account. The closing daily balance of your Mortgage Offset account is offset against the closing daily balance of your home loan and the benefit applied to your home loan interest each month.

On closure of a loan account, the Mortgage Offset account will be detached and transferred to a Today's Options Account (S10) under the same client number.

2.11 Deposits

Deposits made to accounts are not available until we receive and process them and the funds are cleared.

You can deposit funds to your account in one of the following ways:

- by cash, cheque or money order at any of our branches or agencies but you must supply your account details
- by automatic direct debit request from another financial institution
- by automatic direct credit (eg government payments, payrolls, RTGS payments etc) but you should organise the direct credit with the organisation who will be making the payments
- by cash or cheque at any Wide Bay ATM that accepts deposits
- by cash or cheque at any Westpac Bank (please quote BSB 034811 and your XREF number) but you may have to pay a fee or charge to that bank
- through a special arrangement with Australia Post, Wide Bay Cashcard / Loan Express Card holders are able to use their card to make deposits to their account at any Post Office displaying the Bank@Post logo
- by posting cheques or money orders with an accompanying completed deposit slip to us in which case you should send it to the following address: Wide Bay Australia Ltd - PO Box 1063, Bundaberg Qld 4670

Deposits received through the mail without an accompanying completed deposit slip may be charged a service fee. The date we will deposit the cheque/money order to your account will be the date we receive it.

2.12 Cheque Deposits Requiring Endorsement

Where deposits are made to accounts by cheque, the cheque payee details will be confirmed to the account name in which the cheque is being deposited. Should the cheque payee differ, Wide Bay will require the cheque to be endorsed. The endorser's signature will need to be validated prior to Wide Bay accepting the cheque for deposit. Wide Bay reserves the right to refuse to accept a cheque where the endorsement cannot be validated to our satisfaction and where the true owner of the cheque cannot be established.

2.13 Cheque Clearance times and Special Clearances

Every day, Wide Bay handles thousands of cheques deposited into accounts at branches, at our own Automatic Teller Machines or which are received by mail.

While there are no problems with the majority of cheques, some cheques are dishonoured for various reasons (including fraud, a lack of available funds in the account to be debited etc).

All cheques must be deposited to an account with Wide Bay and will be passed through an accelerated cheque clearing system. During this time, funds from cheque deposits earn interest from the day of the deposit, however the funds will not be made available to you for withdrawal (either by cash, cheque or transfer) until the cheque deposited has been cleared by the clearance system.

After the clearance period, the funds will become available for withdrawal. Note: Wide Bay does not cash cheques.

However, if the cheque is dishonoured, either before or after you have accessed the funds, your account will be debited with the amount of the cheque.

It is then your responsibility to resolve the matter with the cheque-writer.

Normal Clearance Period for Cheque Deposits

Local, Intrastate & Interstate Cheques - 3 business days from the date the cheque is banked to Wide Bay's bankers.

Selected cheques deposited at branches may not be sent to the bank until the next working day. In this case, allow 4 business days. Wide Bay staff can confirm the clearance period of your cheque at the time of depositing.

Note: Suspicious, damaged or mutilated cheques may require longer clearance periods. Agency deposits may require additional clearance period.

Cheques deposited via Bank@Post - 5 business days from the date the cheque is banked at Australia Post.

Overseas Cheques - 21 business days. Note: overseas cheques sent on a Bill for Collection basis will only be available for withdrawal once our bankers have received proceeds of the cheque from the drawee bank.

Early Clearance - In the case of regular cheque deposits for your salary or wage you may request immediate access to these by special arrangement with Wide Bay. Certain conditions apply.

We can also arrange for a "Bank Special Clearance" in cases where you require early clearance on a particular cheque, however, in most cases these cheques will still require a minimum of 2 business days for clearance.

Special Clearances will incur a fee.

"Bank" and government cheques require normal clearance periods and will not automatically be given immediate clearance.

Normal Cheque Clearance Cycle

You receive a cheque:

Business Days

The cheque is deposited to your Wide Bay account. We will send the cheque to our bankers who electronically forward the cheque overnight to the financial institution from where the cheque is to be paid.	Day 1
Cheque is paid with the cheque writer's account debited or Cheque is dishonoured due to insufficient funds or another technical reason. Overnight - Dishonour details transferred to our bank.	Day 2
Wide Bay awaits notification of possible dishonour from bank. or Our bank forwards Wide Bay an electronic dishonour notice. We debit your account for the amount of the cheque and the dishonour and fee. A letter is mailed to you advising of the dishonour and fee, and the unpaid cheque (if available) will be enclosed for referral to the cheque writer.	Day 3

Funds deposited are made available to you for withdrawal.

Day 4

An additional day's clearance should be added to the above timeframe in cases where a cheque deposited to a Wide Bay account is unable to be forwarded to Wide Bay's banker until the following business day.

2.14 Cheque Dishonours

We will tell you if a cheque you deposit to your account has been dishonoured. The amount of the cheque will be debited from your account and a dishonour fee charged.

If you write a cheque and there is not sufficient funds in your account we may dishonour it and return it unpaid to the institution where it was banked.

2.15 Interest

Details of our current interest rates are available on our website, www.widebayaust.com.au, by phoning 1300 WIDEBAY, or from any Wide Bay Australia branch.

Interest rates are annual percentage rates calculated on the assumption of a 365 day year unless otherwise stated in any additional conditions we give you.

Interest is calculated at the rate and in the manner we tell you, on the daily balance of your account. Interest is paid into your account at the times we specify. If a different way of calculating interest applies to your account, we will say this in the additional conditions we give you.

We pay interest on cheques from the date they are deposited unless the cheque is returned unpaid or dishonoured. No interest is paid on the amount of unpaid or dishonoured cheques.

Interest Statements are available on our transaction, savings, and on-call investment accounts and term deposits showing interest paid to you by us, or on home loans and lines-of credit showing interest charged by us. Interest statements are available for the current financial year and for the previous financial year.

Interest Statements can be obtained at any time:

- over-the-counter at our branches
- by contacting us in writing

You may also review interest paid for the current and previous financial year using 'smartlink' Internet or Phone banking. Information on interest rates is available by phoning 07 4150 4000, accessing our internet site www.widebayaust.com.au or from any branch.

2.16 Withdrawals

Withdrawals in our branches must be made on our Wide Bay withdrawal form or in the form of a letter from the authorised signatory/s. Withdrawals in our branches using a Cashcard / Loan Express Card may be made without completing any forms, however, you will be required to enter your PIN. You can also withdraw in other ways, for example at any ATM within Australia that accepts Wide Bay Australia "Cashcards/Loan Express Cards", through EFTPOS, or by mail to: Wide Bay Australia Ltd - PO Box 1063, Bundaberg Qld 4670

Withdrawal forms must be signed by the authorised signatory/s to the account. If the signatures do not match our records or the number of signatory/s is not in accordance with our records, we can refuse to process the withdrawal. Withdrawals and transfers may also be made using your Cashcard / Loan Express Card at any Australia Post office displaying the Bank@Post logo.

2.17 Withdrawal Limits

We can apply and vary a daily or periodic transaction limit on the number or value of withdrawals you make using different access methods on any one day. Limits on your account will not apply when a withdrawal is processed at one of our branches by one of our cashiers (except for cash withdrawals - refer section 2.18 Cash Availability).

2.18 Cash Availability

We can limit or vary the amount of cash you can withdraw from your account.

If you want to withdraw more than our standard cash limit at any time, you must let us know at least 24 hours in advance. You can tell us by contacting the branch where you wish to collect the cash, or by phoning 07 4150 4000. This is because we do not hold large amounts of cash in our branches. We may charge a fee for this service.

You can withdraw up to our standard cheque limit without notice if you take the funds in the form of a Wide Bay counter cheque. We may charge a fee for this. Larger amounts above this limit can be arranged at your branch.

2.19 Auto-Sweep

An Auto-Sweep can be arranged to automatically transfer funds from nominated Wide Bay transaction, savings or on-call investment accounts in the event that you do not have sufficient cleared funds available in a particular account to cover cheques written, direct debits from your account and periodical payments.

Up to 5 accounts can be nominated - with the Auto-Sweep checking each account in turn for sufficient cleared funds to transfer to your account. If the required amount is not available in the nominated accounts, a part-amount will be debited from each account. However, if the full amount cannot be transferred, no sweep will occur.

2.20 Debits to your Accounts

Debits from your Account may include:

- cash or cheque withdrawals
- government fees and charges (including bank account debit tax where applicable)
- any fees we charge and other institution's fees we pass on to you
- any interest due
- any electronic funds transfer transactions (including RTGS payments)
- a direct debit authorised by you
- any transfers you make
- BPAY® transactions; and
- other debit transactions and adjustments

If there is more than one deduction on any one day, we decide the order in which these are made. You must pay all government fees and charges when they are due.

2.21 Stop payments on Wide Bay Counter Cheques

You can request for a stop payment to be placed on a counter cheque which has been drawn by Wide Bay from funds held in your account if the cheque is unpaid by completing a 'Counter Cheque Stop Payment'.

However, as Wide Bay is the drawer of the cheque and is liable for payment to the payee/third party, Wide Bay is legally entitled to refuse your request to stop payment on a counter cheque.

Should Wide Bay agree to stop the cheque, you will agree that at all times in the future to indemnify and hold harmless Wide Bay against all actions, liabilities, proceedings, claims, costs and expenses that Wide Bay may suffer, incur or sustain in connection with, or arising in any way whatsoever out of your request that payment be stopped.

If the cheque is made out to a third party, you will be required to obtain written consent from the third party to stop the cheque. If you are unable to obtain this consent, Wide Bay will require you to hold funds in your account equal to the amount of the cheque until Wide Bay is satisfied that no proceedings will be brought by the third party against Wide Bay.

Wide Bay as drawer of the cheque may, at its discretion, pay the value of the cheque to the third party where in Wide Bay's opinion, Wide Bay is liable to honour the cheque.

All requests for removing stop payments must be in writing.

2.22 Periodic Payments and Transfers between Institutions

You can ask to have money transferred to other accounts, between accounts, and to third parties, and to accounts with other institutions. We can charge a fee for these transfers if we agree to provide them.

We can change, vary or discontinue providing these transfer facilities, however you will be provided with prior written notice before this service is withdrawn.

Where the transfer is to or from another institution, we are not liable to you for any time taken before those funds are transferred to the other institution where the delay is outside the control of Wide Bay. In some instances the funds may not be transferred until the second working day after a weekend or public holiday.

If you arrange to send a payment to us or ask us to send a payment to another institution we will direct the transaction electronically to the intended account using only the BSB and account number information you give us. The account name may not be used to validate that the transaction has been posted to the correct account.

You should ensure BSB and account number details for any payments you ask us to make or transfer to other accounts, institutions, and third parties or that you ask other institutions to send to us are correct as we are not liable to you for transactions that are directed to an incorrect account.

We will keep transferring the agreed amount of money until:

- you cancel the service in writing
- we get a letter from an appropriate authority stating that the account holder is insolvent or mentally unsound
- we get a letter saying the account holder has deceased where the account is in one name
- you tell us in writing to change the amount or frequency
- the automatic payment has been unsuccessful on four (4) consecutive due dates
- you instruct us in some other manner (eg internet banking) and we agree

We will only transfer moneys if there are enough cleared funds in the account. If there is only enough money to make some payments, we decide when and what payments to make.

We can charge you a fee (in addition to any other fees) when a transfer is unsuccessful.

If we have been unable to successfully make your automatic payment on four (4) consecutive due dates we may cancel the authority and may not attempt to make further payments unless you provide us with a new authority to do so. We are not liable if any payment or transfer is made, not made where the delay is outside the control of Wide Bay, cancelled or dishonoured by us where there are insufficient funds in the account.

2.23 Overseas Transactions

Transactions processed (including fees) in foreign currency may be converted to Australian dollars using the exchange rate specified by our foreign exchange agents.

Cheques drawn on an overseas institution may be converted to Australian dollars using the exchange rate current at the time Wide Bay deposits this cheque to our bankers.

Our bankers may choose to collect the amount of overseas cheques from the drawee bank prior to depositing the proceeds to your account. This is referred to as sending the cheques for collection.

We are not liable for, nor shall we reimburse any fee or charge deducted from the value of a cheque that is imposed by an overseas institution in relation to collecting the amount of the cheque.

If you deposit a cheque to your account drawn on an overseas institution and that cheque is returned or dishonoured you are liable for differences in the Australian dollar value of the cheque resulting from fluctuations in exchange rates between when the cheque was deposited to your account and when the cheque was returned or dishonoured.

2.24 Set-off

You agree that we can set off and/or apply the credit balance of any account that you have with us against any debt owed by you to us, without your prior consent. This may include transferring funds to cover personal cheques or overdrawn balances.

This does not apply to some accounts regulated by the Consumer Credit Code, where we will have all rights available to us at law. We are not able to apply set-off rights to Farm Management Deposit Accounts (S35).

2.25 Overdrawing an Account

When the amount of withdrawals or other transactions posted to your account is more than the balance in your account, your account becomes overdrawn. In this case, we may charge an overdrawn account fee.

You must repay any overdrawn amount, including any fees or interest payable as soon as we ask for it. We can withdraw money from your other accounts to cover the amount overdrawn.

If you break these terms and conditions, we may take legal action against you.

You agree to pay reasonable enforcement expenses (including all legal costs on a solicitor and own client basis) we incur or sustain in recovering or attempting to recover overdrawn amounts.

2.26 Cheque Book Facility

You can apply to have a cheque book facility on selected accounts of Wide Bay by completing an Application for Cheque Book. You will not be eligible for a cheque book unless you are 18 years or over. New accountholders (under 3 months) require a minimum balance of \$250 in their account at the time of applying for a cheque book.

Wide Bay reserves the right to accept or decline your application for a cheque book.

2.26.1 Terms & Conditions

When we receive a cheque written out by you, you acknowledge that the cheque is a request from you to pay funds from your account, even if the request results in your account becoming overdrawn.

You agree to write cheques only if you have enough cleared funds in your account to cover them.

The date on the cheque must be the day the cheque was written.

2.26.2 Paying Cheques

If you do not have sufficient available cleared funds in your account to cover the cheque at the time of presentation to our bankers, we can dishonour the cheque, draw money from your other accounts or honour the cheque. We can charge you a fee for this.

We may also decide to not pay a cheque where we have received notification of a stop payment on the cheque or where there is another valid reason (such as fraud) for doing so.

We are not liable to you or any other person if we decide to not pay a cheque.

2.26.3 Stop Payment

You can only stop payment on an unpaid cheque by completing Wide Bay's "Personal Cheque Stop Payment" form (which may include an indemnity for loss) or, if we agree, by telephone prior to the cheque being posted to your account. If the cheque has already been presented to your account we will be unable to proceed with your request. Wide Bay may charge a personal cheque stop payment fee. All requests for removing stop payments must be in writing.

2.26.4 Cheque Books

We will issue you a new cheque book:

- when you ask for one; or
- after a set number of cheques are presented to us

A cheque book fee may apply.

We can withdraw or stop the issue of a cheque book or demand that it is returned at any time, however, you will be provided with written notice either prior or at the time this service is withdrawn.

2.26.5 Lost, misused or stolen cheques and cheque books

As your account can be accessed by your cheque book, you should always keep it in a safe place. You must not leave signed blank cheques in your cheque book.

If your cheque book is stolen, lost or misused, you must telephone us immediately and follow up with the details in writing. Please contact either your local branch, or by telephoning 07 4150 4000.

2.27 Statements

Statements are available on all deposit accounts. You can ask for a statement of your account at any time. At least once every 6 months on statement accounts, or where otherwise required by a law or code, we may give you a statement showing all transactions on your account from the last statement. A passbook account will not be automatically issued with a statement. Should you require a statement on a passbook account, a fee may apply. You must read statements and other records of your accounts and write to us promptly if there is a mistake, if information is missing or if statements show transactions you did not make.

2.28 Errors on statements, mistakes and unauthorised transactions

If you detect an error or believe a transaction was not authorised by you or that an amount has been credited to your account that you may not be entitled to, you must notify us as soon as you become aware of the transaction. Where moneys have been transferred by you to another account in error or by mistake you are solely responsible in relation to correct that error and any loss suffered by you.

Where moneys have been transferred to your account by someone else or you in error, at the Branch or elsewhere, you agree:

- we may in our sole and absolute discretion disclose to the payer, the name and number of your account where your account has been incorrectly credited
- in the event of a dispute we may pay the funds to a court pending resolution of any dispute
- we may in our absolute discretion on forming a reasonable opinion that your account has been incorrectly credited in error, freeze that amount in your account or reverse those funds from your account or deduct the amount of those moneys from your account

We are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to us for the operation of your account.

Some other transactions are governed by the EFT Code of Conduct. We will comply with the requirements of any law, code or scheme, to which Wide Bay is bound, applying to any disputed transaction.

2.29 Banklink Business Statements

Banklink delivers an electronic copy of your account transaction statement directly to your accountant.

Accounting practices throughout Australia and New Zealand use Banklink to process accounts on behalf of businesses.

Banklink eliminates the process of manual data entry and provides your accountant with accurate and timely data for a range of accounting services.

To arrange Banklink with us contact your accountant. If you or your accountant require more information you may also contact Banklink on 1800 123 242.

2.30 Changes to your Details

You must write to tell us promptly if you or any person authorised to make transactions on your account changes name, signature, residential or postal address or phone number.

If you wish to change the name of your account, we will require proof of your name change by sighting relevant documentation such as one of the following:

- a marriage certificate
- a divorce certificate
- adoption papers; or
- the relevant deed poll and evidence of its registration

If an organisation, business or corporation changes its name we need to see a certified copy of the:

- Certificate of Registration or Incorporation for the new name; and
- Resolution of the Meeting of the Organisation which decided on a change of name.

In the case of personal accounts, should you wish to change the signatories to the account, we will require all existing accountholder/s to notify us in writing unless your specific prior instruction was for all accountholders and signatories (e.g. accountholder/s and authority to operate) to sign for making amendments to the account.

If an organisation (club/association), business, company or other entity wishes to change signatories to the account, in addition to all existing signatories notifying us in writing, we may require other forms of verification documentation to be produced.

2.31 Notifications

Any notice or other document may be given by sending it to the last address you gave us. Except where it contravenes a law or the EFT Code, if we send it to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

It is your responsibility to notify Wide Bay immediately you change your address. In cases where your mail has been returned as undeliverable, we will update your account accordingly until you advise us of your new address.

Unless you advise us to the contrary, all correspondence for entities (eg companies, businesses etc) will be sent

to the entity name. In the case of joint accounts or accounts held by multiple individuals, correspondence will be forwarded to the primary accountholder (that is the first person whose name appears on the account).

2.32 Dormant Accounts

Where an account has no customer initiated transactions (withdrawal or deposit) for a period of two (2) years, the account will be classified as “dormant”. A fee may apply at regular intervals for dormant accounts.

Where Wide Bay is required by law, we may remit to the Commonwealth, certain balances of accounts where no customer initiated transactions have been performed for a period of seven (7) years. Further details are available upon request.

2.33 Account Closures

You can request us to close your account, however, Wide Bay will only proceed with this request if the following conditions have been met:

- if your account is a joint account, it can only be closed in accordance with the authority to operate, therefore, two or more to sign accounts require that number of persons to authorise the account to be closed
- if you have deposited any cheques to your account, you cannot close your account until they have been cleared
- if your account has a cheque book attached, you cannot close it if there are unrepresented cheques. You must return all unused cheques. If any cheques are presented to us after the account has been closed, we may not pay them
- if a Cashcard / Loan Express Card/s has been issued on your account, we may not close the account until you have returned the Cashcard / Loan Express Card/s to us
- you have arranged to cancel any direct debit authorities you have authorised. If transactions are received after the account is closed, they may be returned or posted to the account. If we post them to your account we may notify you of the amount owing and you must pay us that amount immediately

You must pay us any fees that result from transactions being posted to your account after the account has been closed.

We can close your account immediately without telling you first if:

- you break the terms and conditions
- you overdraw your account and the amount is not paid within a period not exceeding 87 days from the date
- your account became overdrawn
- your account has maintained a zero balance for a period of 3 months and has had no transactions to the account
- we have security reasons to do so or we have satisfied ourselves that there are other valid commercial reasons for doing so
- we believe that you have defrauded or attempted to defraud Wide Bay or any other financial institution
- we need to by law
- you have given us false or misleading information, or
- you act in a manner that, in our reasonable opinion, threatens the security of our staff, property or any other person
- (for a ‘Mortgage Muncher’ account) you payout your loan (we will transfer the funds to another Wide Bay account)
- (for a ‘Young Achiever’s account) when you attain the age of 18 (we will transfer the funds to a Today’s Options account if a Cashcard is active on the account or to a Bonus Plus account if there is no Cashcard)

When your account is closed, any credit balance and any accrued interest will be paid to you. If there are any outstanding fees, charges or other amounts owing to us we will deduct these first.

After closure of your account, should Wide Bay receive any outstanding debit transactions (eg POS fallback vouchers), you will be required to immediately pay these amounts to Wide Bay.

2.34 Ownership & Rights

We own all Cashcards / Loan Express Cards, passbooks, cheques, cheque book and other access methods we issue you. Wide Bay can request return of any of these items if there is a valid reason for doing so.

2.35 Loss or Damage if You Break these Terms and Conditions

Subject to these Terms and Conditions, you agree to pay us for any loss, damage or costs we might have, if:

- you do not follow any law or regulation that applies to your account or transactions on your account;
- you do not use your Cashcard, cheques, internet, mobile or telephone banking correctly
- you do not follow our terms and conditions or particular conditions
- there is any breach by you as a trustee or director
- you disclose your Login details

We are not responsible for any loss if a Cashcard, cheque book, term deposit investment record or passbook is lost, stolen or misused except where we agree in these terms and conditions or where by law or a code you are not responsible for any loss.

2.36 Lost or Stolen Cashcards / Loan Express Cards, Passbooks, Cheques or Access Codes

If your Cashcard / Loan Express Card, passbook, cheque book, PIN, Telephone or Internet Banking Access Code or any password or secret code or any access method is stolen, lost or misused, or you suspect it is being misused, telephone us immediately and follow up with details in writing.

Please call 07 4150 4000 during normal office hours. An after hours service for lost or stolen Cashcards / Loan Express Cards is available by phoning 1800 072 111.

If you fail to notify us promptly when you become aware that any of the above is stolen, lost or misused, or you suspect it is being misused you may be liable for any unauthorised transactions processed to your account. Any items stolen must be reported to the police as the police report may be required by us if you wish to make a claim that a transaction on your account was not authorised by you.

2.37 Our Rights

We can exercise our rights at any time within the limits of the law. If we delay in exercising our rights, this does not mean we give up those rights.

3 Fees and Charges »

3.1 Terms and Conditions

When you use your account, cheque book or Cashcard / Loan Express Card, we can impose a fee or charge. We can also impose a fee or charge to keep your account and on any transaction made to the account.

In charging any fee or charge we will comply with:

- the law
- the EFT Code (if applicable)

You must pay these fees and charges when we specify in an agreement or earlier if we ask you to pay them.

3.2 Information

You can get information about our standard fees and charges that apply to your account by reading Part D - Schedule of Fees and Charges for Wide Bay Australia Accounts and Banking Services.

Details of fees and charges for loans are included in your loan contract.

3.3 Exemptions from Fees and Charges

In certain circumstances Wide Bay may exempt customers or refund particular fees and charges.

4 Product Packages »

From time to time we may group various financial products and services into a package. These product packages may include incentives or may be made available in return for a fee and will only be available to applicants meeting the Terms and Conditions of the particular package.

4.1 What is a Product Package?

Wide Bay Australia offers several mortgage and financial service products as part of various Product Packages. These Packages are only available to eligible customers.

The products and services available under these Packages are issued directly by Wide Bay Australia Ltd or in association with third parties. They are issued under their own terms and conditions which are available on request. Applicants who qualify for the Package will be entitled to various benefits and discounts ("Package Benefits") relating to these products and services.

These Package Benefits are subject to withdrawal or change from time to time - current details are available on application and are contained in the relevant Schedule of Package Benefits.

5 Term Deposit Accounts »

5.1 What is a Term Deposit?

A term deposit is money banked in an account for a fixed time at a fixed rate of interest.

5.2 Terms and Conditions

You agree to leave the deposit with us for the period of the term deposit. The funds will be available the day the term matures.

We agree not to change the interest rate for the fixed period of the term deposit unless you break the fixed term early.

Withdrawal of Principal before maturity date may be permitted only with prior notice to Wide Bay. An interest rate adjustment which is less than the current term rate will apply on the amount withdrawn from the term deposit. The amount of interest charged as an interest rate adjustment will depend on how early in the term you have requested to withdraw from the term deposit as follows:

Proportion of Term completed	Interest Rate Adjustment Reduction
up to 5%	95% of your deposit rate
up to 25%	80% of your deposit rate
up to 50%	60% of your deposit rate
up to 75%	40% of your deposit rate
up to (but not including) 100%	20% of your deposit rate

These interest rate adjustments, which are determined by Wide Bay from time to time, will apply from either the date of the deposit if the term deposit is in its original term, or if the term deposit has rolled over, from the rollover date.

If interest has already been received before the maturity date (as would be the case with monthly, quarterly, half-yearly or yearly interest payments), Wide Bay will deduct an interest rate adjustment from your final interest payment and/or principal.

5.3 Special Term Deposits

We offer special term deposits from time to time with different terms and conditions. We will give you details of any additional conditions that apply to these term deposits.

5.4 Interest

Interest is calculated for the term of your deposit, up to but not including the day of maturity (or before this if it is broken early). Interest rates are annual percentage rates based on a 365 day year and on a simple interest basis unless otherwise stated.

5.5 Renewal

At maturity, the term deposit is renewed automatically for the same period and at the then current interest rate unless you tell us not to. You should tell us in writing or by telephone before the term deposit matures if you want to make any changes.

5.6 Statements

Statements are available on all term deposit accounts. You can ask for a statement of your account any time. You will be issued with a term deposit investment record at the time of opening your term deposit.

At least once every 12 months, or where otherwise required by a law or code, we may give you a statement showing all transactions on your account from the last statement.

You must read statements and other records of your term deposit accounts and write to us promptly if there is a mistake, if information is missing, or if statements show transactions you did not make.

5.7 Refusal

We can choose not to accept a term deposit at any time.

6 EFT Transactions - Terms and Conditions »

6.1 Introduction (definition)

Electronic Funds Transfer (EFT) transactions are funds transfers initiated by the giving of an instruction, through electronic equipment and using an access method, to Wide Bay (directly or indirectly) to debit or credit an account. An example of an EFT transaction is where you use your Cashcard / Loan Express Card to perform an ATM withdrawal, EFTPOS transaction, or a transaction using Australia Post's Bank@Post facility, or complete a transaction using telephone, internet banking or BPAY®.

Before you use electronic equipment, your Cashcard / Loan Express Card or an access method to perform an EFT transaction, you must ensure you know about the terms and conditions that apply.

6.2 Terms and Conditions

This section applies only to EFT transactions. If the terms and conditions contained in this section do not agree in any way with the other terms and conditions concerning EFT transactions in this booklet or in any additional conditions, what is written in this section applies unless other terms and conditions specifically say so.

We warrant that we will comply with the EFT Code and agree to follow the rules of the Electronic Funds Transfer Code of Conduct for electronic banking transactions made in Australia.

Please note that this Section 6 does not apply to:

- that part of a funds transfer which is the debiting of and transfer of value from; or
- that part of a funds transfer which is the receipt of value and the crediting of that value to an account that is designed primarily for use by a business and established primarily for business purposes.

6.3 Security of your Code

In these terms and conditions when the word "code" is used, it shall mean your PIN, your Telephone Banking Access Code, your Internet Banking Access Code or any other secret code Wide Bay may give you.

Your code is the key to your account when you use certain electronic equipment. Your code is valuable and should be kept secret. If you believe your code has been lost or stolen, or if your code has become known to someone else, advise Wide Bay as follows:

- by contacting your nearest branch or agency of Wide Bay; or
- telephoning Wide Bay on 07 4150 4000 during normal office hours; or
- after hours or if no answer ring 1800 072 111

If we allow you to select your code, you must not select a numeric code that represents your date of birth, a series of consecutive or the same numbers or your drivers licence number.

Your liability for losses arising from unauthorised transactions will be determined under the EFT Code (refer to section 6.8 - 6.10 herein).

6.4 Guidelines you must take to safeguard your Access Code

To safeguard your Access Code, please ensure that you **do not**:

- write your Access Code on your Cashcard / Loan Express Card even if you disguise it
- record your Access Code in reverse
- disguise your Access Code as a telephone number
- replace your Access Code with letters (eg A = 1, B = 2, C = 3)
- write numbers that contain the same sequence of numbers as your Access Code
- record it on a computer or electronic device where it can easily be retrieved
- keep a record of it in close proximity to where it can be obtained with the access method (eg with your Cashcard / Loan Express Card)

These are only examples. There are other ways that you should not use to disguise access codes so as to make your access code obvious to another person.

6.5 Cashcard / Loan Express Card Validity

Upon acceptance of your signed 'Application for Cashcard / Loan Express Card' by Wide Bay you shall be bound by these Terms and Conditions and the Rules of Wide Bay.

Your Cashcard / Loan Express Card and "PIN" will be issued to you immediately at the time of your signing the "Application for Cashcard / Loan Express Card". This application will be deemed as Wide Bay's form of acknowledgment of receipt of your Cashcard / Loan Express Card. You will be required to sign the reverse panel of your Cashcard / Loan Express Card immediately upon receipt.

Where a signature is required to authorise a transaction, we or a merchant may not allow transactions to be processed if you do not sign the Cashcard / Loan Express Card.

The expiry date of your Cashcard / Loan Express Card is embossed on the front of your card and it is your responsibility, on or before expiry, to apply to Wide Bay for issue of a new Cashcard/Loan Express Card, if required. However, Wide Bay may, if it deems necessary, notify you of the pending expiry of your Cashcard / Loan Express Card. A new Cashcard/ Loan Express Card will not be automatically forwarded to you on expiry of your old card.

6.6 EFT Transactions at Electronic Equipment

We can limit the amount of your EFT transactions using electronic equipment, your Cashcard / Loan Express Card or any access method we provide in any single transaction or in any set period (eg daily or weekly or we can limit the total that can be withdrawn using a particular access method in any one day). The denomination of the notes you get is decided by the owner of the electronic equipment.

Other financial institutions or merchants might add extra rules or limits on the way you use your Cashcard/ Loan Express Card on transactions you make with your Cashcard/ Loan Express Card.

6.7 Electronic Equipment Faults

If any electronic equipment used to effect an EFT transaction is faulty and you suffer any loss, you must contact us immediately and follow up with the details in writing. We will look into the problem as soon as possible. You might have to give us more information if we need it. We will correct any errors made in your account and repay any associated fees or charges.

We are not liable if you can't make a transaction because the electronic equipment either:

- was not working properly and you should have been reasonably aware that it was not working properly
- did not recognise your Cashcard / Loan Express Card for any reason other than faulty equipment
- kept your Cashcard / Loan Express Card for any reason other than faulty electronic equipment
- did not work because of your deliberate or negligent act
- was not used according to these terms and conditions or any additional conditions
- was faulty in a way that was outside our control or the electronic equipment owner's control and you should have been reasonably aware that it was faulty, or
- was not designed to handle the kind of transaction you wanted to make

We will also not be liable for cash once it is visible or available from any electronic equipment, such cash is deemed to be at the risk of the cardholder.

6.8 When you are not liable for any losses

An unauthorised transaction is a transaction which you have not authorised. It does not apply to any transaction carried out by you or by anyone performing a transaction with your knowledge and/or consent.

Where you do not authorise a transaction, you will not be responsible for losses which are:

- caused by fraudulent or negligent conduct of employees or our agents or companies involved in networking arrangements or of merchants or their agents or employees
- losses relating to any components of an access method that are forged, faulty, expired, or cancelled
- losses that arise from a transaction which required the use of any device or access code forming part of your access method and that occurred before you received any device or access code or reissued device or access code; or
- losses that are caused by the same transaction being incorrectly debited more than once to the same account

You may not be liable for unauthorised transactions occurring after you have notified us that your Cashcard / Loan Express Card, PIN, Telephone Access Code, Internet Banking Access Code, or any other access method or access code that we gave you has been lost, stolen or misused or that the security of the access method or access codes have been breached. Where it is clear that you have not contributed to any loss caused by unauthorised transactions you will not be liable.

6.9 When you are liable

Where section 6.8 does not apply, you will be liable for losses resulting from unauthorised transactions in the following circumstances:

- where on the balance of probability we can prove that you contributed to the losses through fraud
- where on the balance of probability we can prove you contravened our requirements outlined in section 6.10
- where you unreasonably delayed notification to us after you became aware (or should have reasonably been aware) of the loss, theft or misuse of your Cashcard / Loan Express Card or access code we gave you, or
- where an access method involves more than one access code and you contravene the requirements of section 6.10 by voluntarily disclosing or keeping a record of one or more of the access codes but not all the access codes in the access method. (You will be liable under this section 6.9 (d) if on the balance of probability your contravention of section 6.10 was the dominant contributing cause of the losses)

The losses that you will be liable for will be the losses incurred before you told us that the access code that we gave you has been lost, stolen, misused or that the security of the access method or access code has been breached.

In respect to losses arising from unauthorised transactions you will not be liable where:

- that portion of losses incurred on any one day which exceed any applicable daily transaction limit or any periodic transaction limit
- the portion of losses that exceeds the balance of that account (including any pre arranged credit limit)
- all losses on an account where you had not previously agreed that account could be accessed using your Cashcard / Loan Express Card or access code

Where a code or access method was required to perform the unauthorised transactions and none of the circumstances outlined in section 6.8 and 6.9 apply, your liability will not exceed the lesser of:

- \$150, or
- the balance of those accounts (including any pre arranged credit limit) the unauthorised transactions were transferred from and which you agreed may be accessed by the use of your Cashcard / Loan Express Card, access code or other access method used to perform the unauthorised transaction, or
- the actual loss at the time you notified us that your Cashcard / Loan Express Card, access code or any other access method had been misused, lost or stolen or that the security of the access codes had been breached (excluding any loss which exceeds on any one day any applicable daily transaction limit or any periodic transaction limit)

6.10 Steps you must take to safeguard your account

To protect your account against unauthorised transactions, you must:

- never voluntarily disclose your PIN, Telephone Access Code, Internet Banking Access Code or any other access method or access code to anyone, including a family member or friend, or
- don't disclose your PIN to anyone including any verbal or written request from any person including anyone purporting to be a representative of Wide Bay. No one should ask for your PIN - that includes a financial institution employee, the police, a merchant or any other person, or
- where the access method also utilises a device, do not indicate one or more of the access codes on the outside of the device, or keep a record of one or more of the access codes (without making any reasonable attempt to protect the security of the access code records) on the one article, or on several articles, carried with the device or liable to loss or theft simultaneously with the device, or
- where the access method comprises an access code or codes without a device, do not keep a record of all the access codes (without making any reasonable attempt to protect the security of the access code records) on the one article, or on several articles so that they are liable to loss or theft simultaneously, or
- where we permit you to select or change an access code (and, immediately before your selection or change of an access code, we specifically instruct you not to select a numeric code which represents your birth date and we warn you of the consequences of such a selection) not select such a numeric code, or
- not act with extreme carelessness in failing to protect the security of all the access codes

For the purposes of this section, a reasonable attempt to protect the security of an access code record includes either or both of:

- making any reasonable attempt to disguise the access code(s) within the record
- taking reasonable steps to prevent unauthorised access to the access code record

Notwithstanding the conditions for the purposes of determining your liability for any losses resulting from unauthorised transactions using an electronic device and an access method we will comply with the requirements of the EFT Code of Conduct.

6.11 Changes

We will tell you in writing at least 30 days before we change or vary the terms and conditions by:

- introducing or increasing charges for electronic banking transactions or additional or replacement access methods including Cashcards / Loan Express Cards; increasing your liability for losses in relation to electronic banking; or
- restricting your ability to make electronic transactions on your account
- impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of an access method, an account or electronic equipment

We can make other changes, variations, additions or deletions immediately and without telling you first except when this would be against the EFT Code or the law.

Subject to law, we can tell you about other changes in electronic banking by using:

- a notice on or with your statement; or
- a notice on Automatic Teller Machines or at our branches; or
- by secure message services on our Internet banking service (if you have agreed to this method); or
- press ads; or
- a letter

6.12 If you have a problem with Electronic Banking

If you have a problem or a complaint about a transaction (including any entry on a statement), take a note of the details and call 07 4150 4000 or contact any branch or agency as soon as possible.

We need to know details about the type of electronic terminal, location and problem experienced. We will investigate the problem and if we can't solve the problem immediately, we will tell you in writing of the steps we will take and how we intend to solve the problem.

If we have not finished our investigation within 21 days of receiving your complaint, we will tell you in writing that we need more time. We will complete our investigation within 45 days unless there are exceptional circumstances. If this is the case, we will tell you about these in writing, provide you with monthly updates on the progress of your complaint, and inform you of a date when a decision can reasonably be expected.

Before we say who or what caused the problem, we or the equipment owner will refer to the electronic system log to see if there was any fault in the system when the transaction was made. We will give you these results in writing.

We will also put into writing the results of our investigation and the reasons for our decision. We will include the sections of the EFT Code which helped us make our decision.

If our investigation shows your account has been wrongly adjusted, we will correct this (and make similar corrections to any interest or charges). We will tell you in writing of any such changes.

If we think you are partly or wholly responsible pursuant to section 6.9 or 6.10 for the problem that was the basis of the complaint, we will tell you this in writing and show you copies of documents and other evidence involved.

If you are not satisfied with any decision that we make, you can contact our senior management and ask them to review your case. We can also advise you of other avenues of dispute resolution that are available to you.

7 Additional Terms and Conditions for Telephone, Internet and Mobile Banking »

The following Terms and Conditions apply to the use of Telephone, Internet and Mobile Banking services ('smartlink') including use of these services to make a transfer, payment or BPAY payment and are in addition to the terms and conditions contained in the remainder of this booklet.

Some 'smartlink' telephone, internet and mobile banking transactions will also be EFT transactions within the meaning of Section 6.1 - 6.12.

Authorised User

An 'Authorised User' refers to any third party authorised by you to use 'smartlink' services to access and operate your account(s), which includes making BPAY Payments, and who is approved by Wide Bay.

You are responsible for any use of 'smartlink' services by an Authorised User including all transactions on your account(s). An Authorised User must also comply with these Terms and Conditions of Use.

7.1 Applying for Telephone, Internet and Mobile Banking

'smartlink' is available upon application to approved customers. Details of which can be obtained from Wide Bay upon request.

When you apply to use 'smartlink' and Wide Bay accepts your application, you will be provided with a client number, a list of the accounts you have requested to access and an initial Access Code. You must log on to 'smartlink' within 14 days of registration, otherwise your registration will be cancelled. For your own protection, when you first use 'smartlink', you will be asked to choose a new Personal Access Code to access your nominated Wide Bay accounts through this service. You may also change your access code on any subsequent occasion when you access 'smartlink'.

For added security when using Internet Banking, you must enter your Access Code by typing in the alpha characters corresponding to each digit of your Access Code.

If you have not previously used Wide Bay Australia 'smartlink', any use by you indicates your acceptance of these Terms and Conditions.

7.2 Access to 'smartlink'

Your nominated Wide Bay accounts can only be accessed through 'smartlink' by the use of your client number and personal access code. You agree that Wide Bay may allow access to your nominated Wide Bay accounts by any 'smartlink' user who correctly enters your client number and personal access code details. The correctness of account information obtained is subject to normal checking and audit procedures by Wide Bay.

7.3 Availability of 'smartlink'

You agree Wide Bay is not responsible for any delays in acting upon instructions received from you which result from a temporary breakdown of, or interruption in the 'smartlink' services, or any other circumstances beyond Wide Bay's reasonable control.

7.4 Security of your Personal 'smartlink' Access Code

To prevent unauthorised access to your account, you must keep your personal 'smartlink' Access Codes safe. Please refer to Section 6.4 for guidelines how to safeguard your Access Code and also ensure you:

- never write your Access Code down
 - never tell or show your Access Code to any other person including any verbal or written request from any person including anyone purporting to be a representative of Wide Bay. No one should ask for your access code - that includes a financial institution employee, the police, a merchant or any other person
 - only enter your access code on Wide Bay Australia's Internet or Mobile Banking logon screen or when prompted to do so by the voice prompt on telephone banking
 - use care to prevent anyone seeing your Access Code being entered
 - do not select an Access Code that can be easily obtained such as a, birth date, personal telephone no., Centrelink no., etc
 - immediately notify Wide Bay if a record of your Access Code is lost or stolen, or you are aware or suspect another person knows your Access Code or has used your Access Code without authority. You should change your Access Code immediately by accessing 'smartlink' and selecting the relevant option. You should also check your account carefully to identify and report, as soon as possible, any instances of unauthorised use
- Wide Bay may cancel your Access Code at any time without notice if Wide Bay believes it is being misused.

7.5 Security of 'smartlink' Internet and Mobile Banking

Wide Bay utilises a range of security measures from data encryption to firewalls to protect your transactions and accounts from unauthorised access.

The contents of your Internet and Mobile Banking transactions are encrypted, protecting your password, account details and other sensitive information from being read by an unauthorised person.

You are responsible for your own Personal Computer or Mobile Phone anti-virus and security measures to help prevent unauthorised access via 'smartlink' Internet or Mobile Banking to your transactions and accounts.

7.6 Instruction to Wide Bay Australia

Wide Bay will issue a receipt number to you or an authorised user upon receipt of an instruction for funds transfer or bill payment transaction via 'smartlink'.

Instructions will not be acted upon by Wide Bay when they are not permitted by the terms and conditions of your account(s) (eg: withdrawal of funds from loan accounts).

When Wide Bay has instructions for more than one payment from your account(s), it will determine the order or priority in which payments are made.

Wide Bay may also assign any date we consider appropriate to a debit or credit you carry out. We may subsequently adjust debits and credits to accurately reflect the legal obligations of you and Wide Bay. If we do this, we may make consequential changes (including interest charges).

7.7 If you have a Problem

7.7.1 Account Information

Wide Bay recommends that you promptly check your account to your updated passbook or statement of account. If you have a complaint concerning the matters covered by these Terms and Conditions including any apparent error in a transaction or instances of an unauthorised transaction or an error on any statement of account you must notify Wide Bay promptly.

7.7.2 'smartlink' Telephone Banking

Wide Bay's 'smartlink' Telephone Banking is designed to operate on a touch-tone telephone and one should be used to access this service.

7.7.3 smartlink Internet and Mobile Banking

Wide Bay's 'smartlink' Internet Banking and Mobile Banking has been designed to operate with most standard browsers available from time to time, including Internet Explorer, Firefox and Safari. However, all browsers may not be supported and if you experience any difficulties please contact us.

Wide Bay's responsibility is limited to its Web Site and 'smartlink' Internet and Mobile Banking Systems. You are responsible for your own Personal Computing Equipment, Mobile Telephone and connection to the Internet.

You may request to cancel your 'smartlink' access to all or any account at any time by giving written notice to Wide Bay.

Wide Bay may terminate 'smartlink' by sending you written notice.

8 Additional Terms and Conditions for the BPAY® Scheme »

The BPAY® Scheme is an electronic payments scheme through which Wide Bay can be asked to make payments on your behalf to Billers who are members of the BPAY® Scheme. These terms and conditions are in addition to the terms and conditions contained in the remainder of this booklet.

Some BPAY® transactions will also be EFT transactions within the meaning of Section 6.1.

Wide Bay may suspend your right to participate in the BPAY® Scheme at any time if you or someone acting on your behalf breach our Terms & Conditions or if we suspect you of being fraudulent.

8.1 Information you must give us

To make a valid BPAY® Payment the following information must be given:

- your Wide Bay Client Number and Access Code
- the account from which the payment is to be made
- the Biller from the Biller List or the Biller Code from the bill
- your customer reference number - eg your account number with that Biller
- the amount you wish to pay

8.2 Payments

Wide Bay will not be obliged to effect a BPAY® Payment instruction if it is not made in accordance with these Conditions of Use or if the information given is incomplete and/or inaccurate.

Wide Bay will not be obliged to investigate or rectify any unauthorised BPAY® Payment if we do not receive from you, written consent addressed to the Biller who received the Payment consenting to us obtaining from the Biller information we might reasonably require to investigate the BPAY® Payment.

Generally, a BPAY® Payment will be treated as received by the Biller to whom it is directed:

- on the date Wide Bay is told to make the payment if this occurs before 5 pm EST on a Business Day (or whatever cut off time as determined by Wide Bay from time to time)
- otherwise, on the next Business Day

Notwithstanding that a delay might occur in the processing of a BPAY® Payment where:

- there is a public holiday on the day after Wide Bay is told to make a BPAY® Payment; or
- a Biller, or another financial institution participating in the BPAY® Scheme, does not comply with its obligations under the scheme

It is expected that any delay in processing a payment for any of these reasons will not continue for more than one Business Day but it may continue for a longer period. Please allow sufficient time for processing of payments to the Biller.

8.3 Unauthorised, fraudulent or mistaken payments

Wide Bay will attempt to ensure BPAY® Payments are processed promptly by Billers. You must tell Wide Bay as soon as possible if you become aware of:

- a BPAY® Payment that has been made from your account, which was not authorised
- the possibility that you have been fraudulently induced to make a BPAY® Payment; or
- any delay or mistake in processing of your BPAY® Payments

IMPORTANT - Where a BPAY® Payment has been made using a credit card or a charge card, no 'chargeback' rights will be available under the BPAY® Scheme.

8.4 Payments not authorised

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 is debited for the amount of that payment, Wide Bay will credit that amount to your account. However, you must pay Wide Bay the amount of that payment if:

- the payment was made as a result of a payment direction which did not comply with Wide Bay's prescribed security procedures (e.g. regarding keeping your Access Code secure)
- Wide Bay cannot recover it within 20 Business Days.

8.5 Payment authorised but fraudulently induced

Wide Bay's acceptance of your instruction to pay any Biller does not generally protect you against the possibility of fraud by that Biller or some other party involved in the BPAY® Scheme. Although Wide Bay would assist you to

pursue a refund, you could ultimately bear the loss. The immediate, irrevocable nature of the payment instruction means that you need to exercise care about the Biller you deal with, the security of the Personal Access Codes and the accuracy of your instruction to Wide Bay.

8.6 Payment authorised and not fraudulent, but mistaken

When you give a payment instruction, it is processed by Wide Bay immediately. You are responsible for ensuring that you and/or your authorised user authorise payment of the correct amount of money to the correct Biller. Once payment instructions are made they cannot be stopped. If you later discover that:

- the amount Wide Bay was told to pay was less than the amount you need to pay, you can make another BPAY® Payment for the shortfall. This is unless the difference is below the minimum amount the Biller will accept for a BPAY® Payment, in which case you can ask Wide Bay to arrange for a reversal of the initial payment and make a second payment for the correct amount
- Wide Bay was told to pay an amount to the wrong Biller or another genuine mistake was made, please inform Wide Bay immediately and Wide Bay will re-credit the amount to your account and will seek to recover the amount from the Biller. However, if Wide Bay cannot recover the amount within 20 Business Days, you must pay the amount to Wide Bay. Meanwhile, you are responsible for paying the bill and you do not receive any credit whatsoever from the Biller for the reverse amount

8.7 When a biller cannot process a BPAY® Payment

If a Biller advises Wide Bay that it cannot process your BPAY® Payment, Wide Bay will:

- advise you of this
- credit your account with the amount of that BPAY® Payment
- tell you how Wide Bay can assist you, if possible, in making the payment as soon as possible and take your instructions accordingly

8.8 Access to Account Information

Account information obtained by 'smartlink' will reflect the position of the account at that time, except for payment instructions made after the BPAY® Payment or Payment Cut-off time on the previous Business Day, which may not be processed until the close of business on the next Business Day.

9 Additional Terms and Conditions for using BPAY® View »

9.1 Registering for BPAY® View

Your registration of 'smartlink' Internet Banking (refer section 7.1) allows you to use smartlink Internet Banking to register on-line to receive bills via the BPAY® View service.

If you register to receive your Bills through BPAY® View, you:

- agree to our disclosing to Billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you have registered to receive bills and statements electronically using BPAY® View (or telling them if you cease to do so); and
 - (ii) such of your transactional information as is necessary to process your BPAY® Payments and you or any user's use of BPAY® View; and
 - (iii) that an event in clause 9.3(b), (c), (d), (e) or (f) has occurred
- agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement
- state that, where you register to receive a bill or statement electronically through BPAY® View, you are entitled to receive that bill or statement from the applicable Biller; and
- agree to receive bills and statements electronically and agree that receipt by you of bills and statements electronically in accordance with these terms and conditions satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are authorised to convey your agreement to each Biller nominated by you under (a) above
- you must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY® scheme referred to in (a) above, as necessary. You can request access to your information held by us, BPAY® Pty Ltd or its agent, Cardlink Services Limited.

You may receive from the applicable Biller paper bills or statements instead of electronic bills or statements:

- at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form)
- if you or the Biller deregister from BPAY® View
- if we receive notification that your mailbox is full, or that you cannot receive any email notification of a bill or statement
- if our email to you is returned to us undelivered, eg if your email address is incorrect or cannot be found
- if we are aware that you are unable to access your email or our Internet Banking or a link to a bill or statement for any reason

- if any function necessary to facilitate BPAY® View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller
- unless we are also the applicable Biller, we accept no liability to provide you with a paper bill or statement in any of the above circumstances but we will use reasonable endeavours to advise the applicable Biller of the circumstances unless they are already known to it.

You agree that when using BPAY® View:

- if you receive an email notifying you that you have a bill or statement, then that bill or statement is deemed to have been received by you:
 - (i) when we send the email notification to your server, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you.
- You will not be deemed to have received the notification if we receive notification that your mailbox is full, or that you cannot receive the email notification, or the email notification to you is returned to us undelivered.
- if you receive notification on our Internet Banking site without an email then that bill or statement is received by you:
 - (i) when a notification is posted on our Internet Banking site, whether or not you choose to access our Internet Banking site, and
 - (ii) at our Internet Banking site
- bills and statements delivered to you, unless deleted by you, remain accessible through our Internet Banking for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not, however, if you do not use Internet Banking for six months we may determine that you are inactive and may delete the bills and statements at any time from that determination
- you will contact the Biller direct if you have any queries in relation to bills or statements
- another authorised user may be able to view electronic bills or statements from billers registered by you if that authorised user shares access to your account

You must:

- check your emails or our Internet Banking site at least weekly
- tell us if your contact details (including email address) change
- tell us if you or any user are unable to access your email or our Internet Banking or a link to a bill or statement for any reason; and
- ensure your mailbox can receive email notifications (eg it has sufficient storage space available)

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

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

as soon as you become aware of the error you must contact the applicable Biller to advise it of the error and, if applicable obtain a correct paper bill or statement. You are also responsible for any charges or interest which are payable to the Biller due to any late payment as a consequence of such error.

Except as expressly provided for in these terms and conditions, we accept no responsibility to arrange for or ensure that any Biller with whom you register to receive bills and statements using BPAY® View actually makes those bills or statements available to you. If you fail to receive bills and statements from a Biller, or the bill or statement is not available to be viewed, using BPAY® View you must contact the applicable Biller to obtain a paper bill or statement.

9.2 Suspension

We reserve the right at any time and for any reason to:

- suspend or cancel use of BPAY® View entirely or in relation to a particular Biller
- suspend or cancel your registration to use BPAY® View without notice to you although where possible we will use reasonable endeavours to notify you of such suspension or cancellation.

The circumstances in which we may suspend your right to participate may include if:

- you are in breach of our Terms and Conditions
- we have security or other valid reason for doing so
- we suspect you of fraudulent or inappropriate behaviour
- you have given us false or misleading information; or
- we need to by law.

10 Additional Terms and Conditions for Direct Debits »

These Terms and Conditions apply to Direct Debit transactions and are in addition to the Terms and Conditions contained in the remainder of this booklet. Some Direct Debit transactions will also be EFT transactions within the meaning of section 6.1. In such instances, where these Direct Debit additional Terms and Conditions do not

agree with the EFT transaction provisions at section 6.1 - 6.13, then the EFT transaction provisions apply. You should therefore read the EFT transaction provisions in conjunction with the Direct Debit additional Terms & Conditions.

10.1 What are Direct Debits?

Direct Debits are transactions you authorise in agreement with external direct debit users. An example of direct debit user is a Healthcare provider debiting monthly payments from a Wide Bay customer's account.

By you authorising a Direct Debit user to debit your account by Direct Debit you authorise and agree to us accepting the transaction and processing it to your account.

You are liable for any Direct Debit you authorise, including a Direct Debit which causes your account to overdraw. If you have insufficient cleared funds in your account to make the Direct Debit, Wide Bay may reject the Direct Debit. If this occurs, a fee or charge may apply.

If you wish to stop a Direct Debit from being processed to your account, you should either contact the Direct Debit user to cancel the authority you provided to them or Wide Bay by completing Wide Bay's *Direct Debit Request - Cancellation* form.

10.2 Direct Debit Disputes

If a Direct Debit has already been processed to your account and you have not authorised the Direct Debit or you disagree with the timing or amount of payment, you should contact the Direct Debit User and rectify the problem.

If you can not resolve the problem directly with the Direct Debit user, you must complete a *Direct Debit Claim* form and we will investigate the transaction on your behalf. A Direct Debit claim may take up to 14 days to resolve.

10.3 Direct Debit Stops

We are unable to stop a Direct Debit transaction after it has been processed to your account. (See Direct Debit Disputes for what you can do if a Direct Debit has already been processed to your account). If you wish to stop a Direct Debit before a transaction is processed to your account, you should contact us directly on telephone 07 4150 4000 or visit any of our Branches or Agencies and complete a *Direct Debit Request - Stop Payment* form.

Indemnity »

Subject to these terms and conditions you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe any of your obligations under these conditions
- acted negligently or fraudulently in connection with these conditions

Severability »

If any provision in this booklet is or becomes invalid, unenforceable or breaches any applicable mandatory law or Code then it is severed from this booklet and the validity, legality and enforceability of the remaining provisions will not be effected by such severance.

Definitions »

In this booklet, unless the context indicates otherwise, the following words, abbreviations and phrases have the following meanings.

Access Code - has the meaning provided for in Section 6.3.

Access method - means:

- a method authorised by us for use by you and accepted by us as authority for us to act on an instruction given through electronic equipment to debit or credit an account; and
- comprises the use of one or more components including (but not limited to) device, identifiers, access codes or a combination of these; and
- does not include a method requiring your manual signature where the comparison of the appearance of that manual signature with a written specimen signature is the principal intended means of authenticating your authority to give the instruction (whether or not that means is used in a particular transaction)

An account is:

- a deposit account
- a term deposit
- an account which has a line of credit facility
- a loan account
- another account which we allow you to withdraw and deposit money

ATM - an Automatic Teller Machine.

Available balance - the amount in your account we allow you to withdraw. By making funds available it does not mean cheques deposited to your account have been collected.

Bank@Post® - Australia Post's personal banking service providing retail banking services to customers of participating Financial Institutions by utilising the Australia Post Electronic Point of Sale (EPOS) system. Bank@Post registered to the Australian Postal Corporation.

Biller - refers to an organisation, which tells you that you can make payments to it through the BPAY® Scheme.

BPAY® Payment - refers to a payment, which you make through the BPAY® Scheme to a Biller.

BPAY® registered to BPAY Pty Ltd ABN 69 079 137 518.

BPAY® View - is a feature of Internet Banking that enables you to receive and view your bills from participating companies online. You can then pay them using BPAY®, or any other method allowed by the Biller.

BSB - a six (6) digit number used to identify account institutions when making electronic payments.

Business Day - refers to any day on which Wide Bay's Head Office in Queensland is open for business.

Cashcard / Loan Express Card - Wide Bay's Cashcard / Loan Express Card is a debit card only. Wide Bay does not extend credit by the use of this Cashcard / Loan Express Card.

Card - refers to Wide Bay's Cashcard / Loan Express Card.

Cheque - A written order on our cheque form to pay a certain amount of money from your account.

Code - Means any Code that applies to us, your account or a transaction and includes the EFT Code of Conduct.

Terms and Conditions - this means:

- the contents of this booklet (where applicable)
- conditions set out by law
- fees and charges and interest rates specified by us
- changes made to the booklet
- conditions in the loan contract; and

Deposit Accounts - means any accounts into which moneys can be deposited and can be:

- a transaction, savings, or on-call investment accounts
- a line of credit or business overdraft access account
- a term deposit

Direct Debit User - means a person or corporation who you authorise to process a Direct Debit to your account.

Electronic Banking - a banking service that allows you to initiate a funds transfer by giving an instruction, through electronic equipment and an access method, to debit or credit an account.

EFT - Electronic Funds Transfer.

EFT Code - The Electronic Funds Transfer Code of Conduct applying to electronic banking.

EFT Transaction - has the meaning provided for in section 6.1.

Electronic Equipment - includes an electronic terminal, computer, television, telephone, mobile phone, PDA or similar equipment.

Electronic Terminal - any electronic device that accepts an instruction, through electronic equipment and an access method, to debit or credit an account. They include:

- computer equipment
- cash dispensers
- point of sale equipment (POS)
- electronic funds transfer point of sale devices (EFTPOS)
- automatic teller machines (ATM's)
- cash registers
- remote banking equipment
- telephones

External Transfers - funds transfers that are sent from us to another institution electronically.

Funds Transfer - means a transfer of funds from one account to another, (either yours or a third party) whether both accounts are held at Wide Bay or one account is held at another financial institution external to Wide Bay.

Internet Banking - banking services we provide by use of the internet and an Access Code.

Merchant - a retail or wholesale business that accepts payment for goods and services through electronic banking or through the use of a card.

Mobile Banking - part of our Internet Banking service enabling users, having entered security details, to effect transactions on nominated accounts using their mobile phone.

Payer - a person or corporation who initiates a transfer of funds.

Payee - a person or corporation to whom a cheque is made payable by the drawer.

PIN - means Personal Identification Number

RTGS (Real Time Gross Settlements) - a method of high value, time-critical payments between financial institutions on a real-time basis for same day payments.

SMS Two Factor Authentication (SMS 2FA) - an SMS service to a nominated mobile phone or other SMS capable service, that generates a random number as a secondary form of authentication for higher value transactions and other specific services carried through our Internet Banking.

Telephone Banking - banking services we provide by use of a telephone and a telephone banking access code.

Term Deposit - money deposited for a fixed period of time at a fixed rate.

Transaction - any fees, charges, deposits, withdrawals, credit or debit instructions or advice made from or added to your account in any way.

“we”, “our” or “us” - Wide Bay Australia Ltd ABN 40 087 652 060.

Wide Bay - Wide Bay Australia Ltd ABN 40 087 652 060.

XREF - Each individual account has a Cross Reference number (XREF) which is a nine digit numeric number which is to be quoted when making direct payments.

“you” or “your” - the account holder or any person who is authorised by the account holder. It can also include a partnership, trust, company or corporation. If more than one person has the account, “you” includes all those people - singly and as a group. “Your” is used in the same way.

Any reference to **“includes”** is given by way of example and is not intended to limit the term it applies to.

We may exercise our discretions in any manner we think fit.

The parties say that it is their intention that, in the interpretation of these terms and conditions:

- if possible, words which have an ordinary meaning are given that meaning
- these terms and conditions are to be interpreted broadly
- if a general term is used, it must be given a broad meaning; and
- general terms must not be limited because of any rules of interpretation