



TERMS AND CONDITIONS FOR INTERNET BANKING (including Touchscreen Teller)

PART 1 -TERMS AND CONDITIONS FOR INTERNET BANKING (including Touchscreen Teller)

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NOTE: We warrant we will comply with the Credit Union Code of Practice and EFT Code of Conduct which apply to this service.

IMPORTANT: You must register with us if you wish to use the Credit Union's Internet Banking Software. A registration form is available on the website or at any branch.

PART 1 - TERMS AND CONDITIONS FOR INTERNET Banking (including Touchscreen Teller)

1. About these Terms and Conditions

These Terms and Conditions for the Internet Banking Service apply to your use of the Internet Banking Service. These Terms and Conditions for the Internet Banking Service operate subject to the terms and conditions applicable to the accounts that are accessible by using the Internet Banking Service.

You will be taken to have accepted these Terms and Conditions for the Internet Banking Service and the Terms and Conditions set out below when you first use the Internet Banking Service.

2. Details of our Internet Service

2.1 The range of services we make available through our Internet Banking Service will be determined by us in our absolute discretion from time to time. We may extend or reduce this range of services at any time without notice to you.

2.2 You authorise us to act upon all instructions in relation to the Internet Banking Service using your member number, access code or external transfer code.

2.3 We are under no obligation to process any transactions which you make, on the day you make them.

2.4 Information about transactions and balances on any account which is available through our Internet Banking Service may not reflect the current position on that account. We will not be liable for or in connection with any inaccuracies in that information.

2.5 You agree that any request for a balance or information you make in relation to any account which is

regulated by the Consumer Credit Code ("the Code") is not a request under Section 34 of the Code.

2.6 We may from time to time and without notice to you:

- (a) place limits on the number or amount of transactions that can be made using our Internet Banking Service;
- (b) change the software, system or equipment required to access the Internet Banking Service. It is your responsibility to supply and maintain any equipment or software (such as a personal computer, modem or browser) which may be necessary for you to access our Internet Banking Service.

2.7 We may, in our absolute discretion and without notice to you:

- (a) refuse to give effect to any instructions received from you in relation to our Internet Banking Service; or
- (b) temporarily suspend access to the Internet Banking Service.

3. Termination

3.1 We may terminate your access to the Internet Banking Service at any time without notice.

3.2 You may terminate your access to the Internet Banking Service by giving us 7 days prior notice. You can give us that notice by calling us on (02) 49413888, or by writing to us at PO Box 851, Newcastle, 2300.

4. Security

4.1 You must keep each of your member number, access code and external transfer code secret. If you do not keep them secret, another person may be able to make transactions on your accounts through the Internet Banking Service, and we will not be liable for any loss caused as a result of those transactions.

To guard against unauthorised use, it is essential that you:

- (a) you should not select a numeric code which represents your birth date or an alphabetical code which is a recognisable part of your name;
- (b) ensure that no-one knows your member number, access code or external transfer code;
- (c) keep any record of your member number, access code and external transfer code in secure places separate from each other and anything which will identify you or your accounts,
- (d) ensure that no-one sees or hears your member number, access code and external transfer code when you are using it;
- (e) do not leave your computer unattended when you are using the Internet Banking Service.

You must tell us as soon as possible if you become aware or suspect that:

- (a) any of your member number, access code or external transfer codes have been lost, stolen or misused; or
- (b) someone may have accessed your accounts without your authority.

You can tell us by:-

Telephoning 4941 3888

Email www.hunterunited.com.au

Voicemail 1300 361 611

4.2 When registering for Internet Banking you must indicate which security level access you require.

Security Level	Access
Level 1	View Account balances & transfer within the membership.
Level 2	View Account balances, BPAY , transfer funds within the membership and to any pre existing external transfer authorities.
Level 3	View Account balances, BPAY , transfer funds within the membership and also to other Hunter United memberships and financial institutions.

- a) All external fund transfers (excluding BPAY) requires an External Transfer Code to be entered to complete the transaction. You will be prompted to create this External Transfer Code the first time you request an external transfer transaction.
- b) Your transfer limit is set at \$5,000 per day. If you wish to amend (increase or decrease) this limit please complete a Transfer Limit Variation Form available at our branches or on our website under "Manage Account > Forms.
- c) If you wish to change your security access level then complete the "Internet & Phone Banking Registration Form" available at our branches or on our website under "Manage Account > Forms.
- d) Memberships with a 'two to sign' signature authority will be restricted to a security access level of 1.

5. Liability

5.1 Subject to any rights that cannot be excluded by law (including rights under the Trade Practices Act (1974) (Cth), liability for or in connection with any loss or damage suffered by you or any other person arising directly or indirectly from or in connection with your use of the Internet Banking Service will be determined by reference to the EFT Code of Conduct. This includes but is not limited to loss or damage which may arise as a result of

- (a) inaccuracies, errors, omissions or delays in relation to the Internet Banking Service;
- (b) the loss, modification, damage or destruction of hardware or software caused by computer viruses or program bugs or similar causes; or
- (c) unauthorised access to your account or any breach of security arising in relation to the Internet Banking Service;
- (d) the failure of our Internet Banking Services to perform in whole or in part any function which we have specified it will perform;
- (e) our Internet Banking Service being unavailable at any particular time or inaccessible from any particular location;
- (f) delays or errors in the execution of any transaction or instruction.

We are not liable for any loss caused as a result of inaccurate information entered by you when using the Internet Banking Service.

If you do not use the Internet Banking Service for private or domestic use, our liability is restricted, in accordance with Section 68A of the Trade Practices Act; to:

- (a) in the case of goods, the replacement or repair of the goods or the cost of replacing or repairing the goods; or
- (b) in the case of services, re-supplying the services or the cost of re-supplying the services.

6. General

6.1 Checking your records

You must check your account records carefully and promptly. If you believe that there has been a mistake in any transaction using the Internet Banking Service, or an unauthorised transaction you must notify us immediately.

6.2 Fees and Charges

We may from time to time impose fees and charges for your use of the Internet Banking Service. We may, at our discretion debit these fees and charges to your account or to any other account held by you with us. However we may not impose a fee or charge in connection with a credit contract regulated by the Consumer Credit Code that, if it was imposed, would be a credit fee and charge under that credit contract.

PART 2 GENERAL

Privacy

If an account is in more than one person's name, each of you agrees that each person may use the account and have access to account information without any other account holders consent. For further information on privacy you should refer to our Privacy Policy located on our website: www.hunterunited.com.au

or talk to the friendly staff at any of our branches.

Your Address

You must tell us either in writing or by coming into a branch if you change your residential, postal or email address.

1. Changes to these Terms and Conditions

Subject to the provisions of any law (including any requirements as to notice), we may change these Terms and Conditions at any time. The changes we can make include but are not limited to the following.

(a) changes to fees and charges; and

(b) changes to the Internet Banking Service.

Subject to the requirements of any law, we may notify you of variations to these Terms and Conditions by advertisement in the national media or local media or in writing to your residential or business address last notified to us or by email to your email address last notified to us no later than the day on which the variation takes effect.

2. Severance

If any part of these Terms and Conditions is illegal invalid or unenforceable at law, the rest of these Terms and Conditions are to be read so as to exclude any such part and will remain enforceable to their fullest extent.

If

(a) the Consumer Credit Code would otherwise make a provision of these Terms and Conditions or, as a consequence of a provision of these Terms and Conditions, a provision of any other agreement, illegal, void or unenforceable; or

(b) a provision of these Terms and Conditions or, as a consequence of a provision of these Terms and Conditions, a provision of any other agreement, would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, these Terms and Conditions are to be read as if that provision were varied to the extent necessary for them or any other agreement to comply with that Code, or if necessary, omitted.

3. Choice of law

These Terms and Conditions are subject to the laws of New South Wales, Australia.

PART 3 DEFINITIONS

In these Terms and Conditions:

"access code" means the code you use in conjunction with your member number to access Hunter United's Internet banking service.

"External Transfer Code" means the code you use to complete external fund transfers.

"Banking Business Day" means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia which is not a Saturday, a Sunday or a public or bank holiday in New South Wales.

"Business day" means a day other than a Saturday, Sunday or public holiday in New South Wales.

"Consumer Credit Code" means the Consumer Credit (New South Wales) Code or equivalent legislation of any State or Territory which applies to any credit contract between you and Hunter United.

"Member", "you", "your" means you and any other person authorised by you to use the Internet Banking Service.

"Member number" means your membership number we give you to use in conjunction with your access code to access Hunter United's Internet Banking Site.

"EST" means Eastern Standard Time (New South Wales).

"Hunter United", "we", "us", "our" means Hunter United Employees' Credit Union Ltd; ABN 68087650 182 and its successors and assigns.

"Internet Banking Service" means any services we offer from time to time through the Internet to enable you to receive information from us and to transmit instructions to us electronically, in relation to an account or other matter we specify.

"Terms and Conditions" means the Terms and Conditions set out at Part 1 -Terms and Conditions for the Internet Banking Service, and Part 2 -General.

TERMS AND CONDITIONS FOR BPAY

It is important that you read the Terms and Conditions carefully.

1. Payments
2. Liability for mistaken payments, unauthorised transactions and fraud
3. BPAY Scheme
4. How to use the BPAY Scheme
5. Valid payment direction
6. Information you must give us
7. Payment queries
8. Changes to terms
9. Suspension
10. Cut-off times
11. When a Biller cannot process a payment
12. Account records
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NOTE: We warrant we will comply with the Credit Union Code of Practice and EFT Code of Conduct which apply to this service.

Part A

1 Payments

1.1 We will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY payment.

1.2 You should notify us immediately if you become aware that you may have made a mistake (except for a mistake as to the amount you mean to pay - for those errors see Clause 1.6 on the next page) when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your account. Clause 2 describes when and how we will arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.

1.3 Subject to Clause 10 - "Cut-off Times", Billers who participate in the BPAY scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed; (a) on the date you make that BPAY Payment before our Payment Cut-Off time on a Banking Business Day; or (b) on the next Banking Business Day, if you tell us to make a BPAY Payment after our Payment Cut-Off time on a Banking Business Day, or on a non-Banking Business Day.

1.4 A delay might occur in the processing of a BPAY Payment where: (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment; (b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after the Payment Cut-off Time on a Banking Business Day; (c) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or (d) a Biller fails to comply with its obligations under the BPAY Scheme.

1.5 While it is expected that any delay in processing under this agreement for any reason set out in Clause 1.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

1.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that; (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

2. Liability for mistaken payments, unauthorised transactions and fraud

2.1 We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must tell us promptly if:

- you become aware of any delays or mistakes in processing your BPAY Payments
- you did not authorise a BPAY Payment that has been made from your account, or
- you think that you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this Clause. However, except as set out in this Clause 2 and Clause 13, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme. Liability for loss or damage will be determined by reference to the EFT Code of Conduct.

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

2.3 If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if: (a) we can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it, and (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

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

2.5 If a BPAY Payment you have made falls within the type described in clause 2.3 and also Clause 2.2 or 2.4, then we will apply the principles stated in Clause 2.3. If a BPAY Payment you have made falls within both the types described in Clauses 2.2 and 2.4, then we will apply the principles stated in Clause 2.4.

2.6 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 (a) did not observe any of your obligations under these terms and conditions; or (b) acted negligently or fraudulently in connection with this agreement.

2.7 If you tell us that a BPAY Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify any BPAY Payment if you do not give us this consent.

Part B

3. BPAY Scheme

3.1 Hunter United Employees' Credit Union Ltd is an Associate member of the BPAY Scheme. The BPAY Scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations ("Billers") who tell you that you can make payments to them through the BPAY Scheme ("BPAY Payments"). We will tell you if we are no longer a Member of the BPAY Scheme.

3.2 When you tell us to make a BPAY Payment, you must give us the information specified in (Clause 6) below. We will then debit (your account/the account you specify) with the amount of that BPAY Payment.

4. How to use the BPAY Scheme

4.1 BPAY Payments can be made from your Accounts as nominated by the Credit Union.

4.2 You can make a BPAY Payment by:-

- Internet banking - EzyNet teller
- Telephone access system - Telephone Teller
- Computer touch screen - at selected branches;
- Branch counter transaction

4.3 You must comply with the terms and conditions applying to the account to which you request us to debit a BPAY Payment, to the extent that those account terms are not inconsistent with or expressly overridden by the BPAY terms and conditions. The BPAY terms set out below are in addition to those terms. Any inconsistency between the Terms and Conditions of the nominated Accounts and the BPAY terms and conditions will apply to the extent of that inconsistency (including the EFT Code of Conduct which does not apply).

4.4 The Payer acknowledges that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Payer and that Biller.

4.5 You must register with us if you wish to use the Credit Union's Internet Banking software - EzyNet Teller. A copy of the registration form is available from any Branch of the Credit Union.

5. Valid payment direction

We will treat your instruction to make a BPAY Payment as valid if, when you give it to us you comply with the BPAY conditions of use, Internet Banking conditions of use and the Terms and Conditions of the nominated Accounts.

6. Information you must give us

The information you must give us to instruct us to make a BPay Payment is:-

- valid Biller Code;
- valid Reference Number;

- the amount to be paid.
- details of the account to be debited You acknowledge that we shall not be obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

7. Payment queries

Payment queries can be directed to any Branch of the Credit Union. Disputed transactions will be dealt with in terms of the Credit Union's complaint handling and dispute resolution procedures.

8. Changes to terms

8.1 We can change these terms at any time.

8.2 We will tell you about any changes by notifying you in writing or by way of a public notice published in a newspaper circulating in the region.

9. Suspension

9.1 We may suspend your right to participate in the BPAY Scheme at any time.

9.2 Suspension may apply if you do not make a payment in accordance with the terms and conditions for BPAY, EzyNet Teller or member accounts.

9.3 If the Payer or someone acting on their behalf is suspected of being fraudulent.

10. Cut-off times

If you tell us to make a payment before the time specified below, it will in most cases be treated as having been made on the same day.

Cut-off time: 4.30pm

However, the payment may take longer to be credited to a Biller if you tell us to make a Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a Payment as soon as they receive details.

11. When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

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

12. Account records

You should check your account records carefully and promptly report to us, as soon as you become aware of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

13. Consequential damage

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

14. Definitions

- "Biller" means a third party who is a member of the BPAY Scheme who accepts BPAY.
- BPAY Payments mean payments made through the BPAY Scheme.
- BPAY Scheme means the electronic payments scheme provided by BPAY Pty Ltd (ACN 074 137 318) and of which we are members.

- Banking Business Day: Any day on which banks in Sydney or Brisbane are able to effect settlement through the Reserve Bank of Australia.
- Payment Cut-off time: With respect to a Banking Business Day, the time specified in Clause 10 for that day.
- You: The account holder instructing us to make BPAY Payments from time to time. Any other grammatical form of the word "you" has a corresponding meaning.
- We: Hunter United Employees' Credit Union Ltd. Any other grammatical form of the word "we" has a corresponding meaning.

Terms and Conditions for BPAY VIEW

- 1.1 You register for Bpay View by simply registering Biller information via our Internet Banking website. Call 02 49413888 to find out how or simply visit our website at www.hunterunited.com.au
- 1.2 If you register with Bpay View, you:
- agree to our disclosing to Billers nominated by you:
 - 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 can receive bills and statements electronically using Bpay View (or telling them if you cease to do so); and
 - that an event in clause 1.3 (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;
 - agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under (a) above.
- 1.3 You may receive paper bills and statements from a Biller instead of electronic bills and 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 a Biller de-register from Bpay View;
 - if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
 - if your email address is incorrect or cannot be found and your email is returned to us undelivered;
 - if we are aware that you are unable to access your email or our Website 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 3 business working days.
- 1.4 You agree that when using Bpay View:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification on our Website without an email then that bill or statement is received by you:
 - (i) when a notification is posted on our Website, whether or not you choose to access our Website; and
 - (ii) at our Website;
- (c) bills and statements delivered to you remain accessible through our Website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.

1.5 You must:

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

1.6 BPAY View billing errors

1.6.1 For the purposes of this clause 1.6, a Bpay View billing error means any of the following:

- if you have successfully registered with Bpay View:
 - failure to give you a bill (other than because you failed to view an available bill);
 - failure to give you a bill on time (other than because you failed to view an available bill on time);
 - giving a bill to the wrong person;
 - giving a bill with incorrect details
- if your Bpay View deregistration has failed for any reason:
 - give you a bill if you have unsuccessfully attempted to deregister.

1.6.2 You agree that if a billing error occurs:

- (a) you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and

- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.
- 1.6.3 You agree that for the purposes of this clause you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in Bpay View.

14/06/2007

