

RURAL BANK ONE ACCESSING YOUR ACCOUNTS TERMS AND CONDITIONS

Effective date: 23 March 2020

IMPORTANT INFORMATION YOU SHOULD READ BEFORE PROCEEDING

THIS DOCUMENT CONTAINS TERMS AND CONDITIONS FOR THE FOLLOWING RURAL BANK ONE PRODUCTS:

- Rural Bank ONE Saver
- Rural Bank ONE Term Deposit
- Rural Bank ONE Farm Management Deposit.

THE TERMS AND CONDITIONS (COLLECTIVELY KNOWN AS THE TERMS) FOR THE ABOVE PRODUCTS CONSIST OF THE FOLLOWING:

- This document;
- Rural Bank ONE Saver Terms and Conditions;
- Rural Bank ONE Term Deposit Terms and Conditions;
- Rural Bank ONE Farm Management Deposit Terms and Conditions; and
- Rural Bank ONE Schedule of Fees and Charges.

THIS DOCUMENT CONTAINS TERMS AND CONDITIONS FOR THE FOLLOWING RURAL BANK ONE PAYMENT FACILITIES:

- Direct Debits
- Internet Banking and Phone Banking, including:
 - BPAY®
 - Pay Anyone, (including Osko (R))

Issuer of the products:

Rural Bank - A Division of Bendigo and Adelaide Bank Limited
ABN 11 068 049 178
AFSL 237879

The Rural Bank ONE Accessing Your Accounts Terms and Conditions contains important information you should consider before making a decision to open or continue to hold a Rural Bank ONE account or payment facility.

The accounts to which this document applies have different features and some have restrictions. We recommend that you read this document carefully and compare products available in the marketplace to select a product that best suits your individual needs. Please keep these Terms in a safe place, as you may need to refer to it in the future. Please contact us if you require further information or if you have any questions.

Please ensure you have a copy of each of the documents relevant to your account as listed to the left. If you do not have a copy of the relevant documents, or require additional copies or a current version, visit our website at www.ruralbankone.com.au or contact our Customer Service Team on 1300 660 115.

FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme protects depositors through the provision of a guarantee on deposits (up to a cap) held in Authorised Deposit-taking Institutions (ADIs) in Australia and allows quick access to their deposits if an ADI becomes insolvent.

As such please note the following information:

- You may be entitled to a payment under the Financial Claims Scheme in the event of us becoming insolvent;
- Accessibility to the Financial Claims Scheme is subject to eligibility criteria; and
- Information about the Financial Claims Scheme can be found at the APRA website at <http://www.apra.gov.au> and the APRA Hotline on 1300 558 849.

EMERGENCY CONTACT NUMBERS

Lost, stolen or unauthorised use of Internet Banking and Phone Banking passwords	1300 651 839 – during normal business hours
	1800 035 383 – after hours

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Definition of Terms

'access ID' means the number(s) Rural Bank issues to you and your authorised user(s) to enable access to the Internet Banking or Phone Banking services;

'access method' means any method we make available to you or your authorised user(s) to give us authority to act on instructions when using electronic equipment. An access method comprises one or more components (including, but not limited to a PIN, an access ID, or any combination of these);

'account' means an account or accounts we establish in your name or in your name jointly with another person, or in the name of your business or associated entity;

'AFSL' means Australian Financial Services License number;

'authentication key' means a random six digit number generated by a security token for a second level of authentication for your logon or payment. This should be entered on request when you have a security token attached and activated for your access ID;

'authorised signatory' means you or a person who is authorised to operate your account and includes, without limitation, an authorised user;

'authorised user' means any third party who is authorised by you to use Internet Banking and/or Phone Banking services to access and operate your nominated account(s) and who is/are registered with Rural Bank as an authorised user notwithstanding your responsibility for use of the Internet Banking and Phone Banking services;

'Basic NPP Payment' means a transfer of funds processed through the NPP which does not use Osko;

'BPAY[®] conditions' means the terms and conditions that apply to the BPAY[®] scheme as set out in section 5 of this document;

'BPAY[®] payments' means payments that you or your authorised user(s) have instructed us to pay to billers who can accept payments made to them through that scheme;

'BPAY[®] scheme' means the electronic payments scheme operated by BPAY[®] Pty Ltd through which you instruct us to make payments to billers who can accept payments made to them through this scheme;

'BSB' means Bank State Branch identifier. It is used to identify an individual financial institution for the purpose of direct credits and direct debits;

'business account' means an account designed primarily for use by a business and established primarily for business purposes;

'business customer' means an individual or business who opens an account predominantly for business purposes and not for personal use;

'business day' means for the purpose of processing payment facility transactions any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

'code' means information:

- (a) the content of which is known to you, an authorised user, and is intended to be known only to such person or only to such persons and to us;
- (b) which we require you, the authorised user to keep secret; and
- (c) which you, the authorised user must provide, in any manner, to or through electronic equipment, to access an EFT account (being an account which we permit you, an authorised user, to initiate a funds transfer from or to, using a PIN or access ID through electronic equipment);

'direct debit request' is an authorisation that you complete to arrange for payments to be made automatically from or to your account or to a specified payee(s) on dates advised by you;

'Direct Entry Payment' means an electronic transfer of funds processed through the Bulk Electronic Clearing System (BECS) administered by the Australian Payments Clearing Association;

'ePayments Code' means the ePayments Code as amended from time to time.

'EFT conditions' means the terms and conditions that apply to EFT transactions as set out in clause 1.11 and section 7;

'EFT transaction' means a transfer of funds initiated by an instruction through electronic equipment using an access ID, password or PIN to debit or credit an account, other than a Bulk Payment transaction. An EFT transaction includes, without limitation, a transaction undertaken using a card and a PIN via EFTPOS or an ATM or a transaction, other than a Bulk Payment transaction, undertaken using Internet Banking or Phone Banking;

'electronic equipment' includes but is not limited to an electronic terminal, contactless terminal, computer, television and telephone;

'FMD' means Farm Management Deposit as defined by the Income Tax Assessment Act 1997;

'fixed rate FMD' means our Rural Bank ONE Fixed Rate Farm Management Deposit;

'FMD account' means a fixed rate FMD or a variable rate FMD;

'ISP' means Internet Service Provider;

'law' means common law, principles of equity and laws made by parliament (including regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);

'minor' means a person who is less than eighteen years of age;

'nominated account(s)' means any account(s) nominated by you and agreed to by us to use with Internet Banking and Phone Banking services;

'NPP' means the New Payments Platform owned and operated by or for NPP Australia Limited;

'NPP Addressing Service' means the addressing service component of the NPP which facilitates the registration of PayIDs;

'NPP Payment' means a payment processed through the NPP and includes Osko Payments and Basic NPP Payments;

'Osko' means the Osko payment service provided by BPAY Pty Ltd;

'Osko Payment' means a transfer of funds processed using Osko;

'password' means the word or numbers and/or letters nominated by you that may be required for identification purposes in order to access your account or to access Internet Banking;

'Pay Anyone conditions' means the terms and conditions that apply to the Pay Anyone service as set out in section 6;

'PayID' means a PayID (also known as an 'alias') which is able to be created with the NPP Address Service and used for the purpose of making and receiving NPP Payments (for example, an email address or telephone number);

'payment facility' means each of the following facilities or services offered by us:

- automatic payments (direct debits)
- Internet Banking;
- Phone Banking;
- BPAY[®]; and
- Pay Anyone.

Definition of Terms cont.

'personal account' means an account that is opened predominantly for personal use and is not opened for business purposes;

'personal customer' means an individual who opens an account predominantly for private or personal purposes and not for business purposes;

'physical security token' is a physical device we issue to you which generates a one-time authentication key for use as second-level authentication in e-banking and is linked to your Internet Banking access ID;

'PIN' means Personal Identification Number that is issued by us, or selected by you or an authorised user to use in conjunction with access Internet Banking or Phone Banking, or to use in conjunction with a security token to use Pay Anyone;

'Rural Bank equipment' means electronic equipment controlled, provided by, or provided on behalf of us to facilitate EFT transactions;

'Rural Bank Internet Banking' means the service we offer from time to time by which you or your authorised user(s) can access and transact on your nominated account(s) by using a personal computer or similar electronic device, accessing our website at www.ruralbank.com.au or by installing the Rural Bank Application which may be downloaded from the Apple Appstore or Google Play onto compatible devices. **'Internet Banking'** has the same meaning;

'Rural Bank ONE FMD' means our Rural Bank ONE Farm Management Deposit, and has the same meaning as **'FMD account'**;

'Rural Bank ONE Saver' means our Rural Bank ONE Saver, and has the same meaning as **'Saver account'**;

'Rural Bank ONE Term Deposit' means our Rural Bank ONE Term Deposit, and has the same meaning as **'Term Deposit account'**;

'Rural Bank Phone Banking' means the service we offer from time to time by which you or your authorised user(s) can access and transact on your nominated account(s) by phoning 1300 651 839 and **'Phone Banking'** has the same meaning;

'Rural Bank system' means an electronic system, communications system or software that is controlled, provided by, or provided on behalf of us to facilitate EFT transactions;

'second-level authentication' means an additional level of authentication that can be used in conjunction with your access ID and PIN. There are three commonly used forms of authentication. 'What you know' – this is commonly your access ID, password and PIN for Internet Banking. The second form of authentication is 'What you have' – Security tokens have been introduced to secure this area.

A token generates a one-time code. The next time you authenticate (logon) you have to provide a new number from your token. This ensures that 'What you have' provides that extra security. A potential third level of authentication is 'what you are' (biometrics) – fingerprints, retina scans, etc;

'secure email' means a method of communication between you and us whereby an email is sent to or from your Internet Banking session. Secure emails can only be sent or received once logged into Internet Banking;

'security token' means a physical security token or a soft security token;

'soft security token' means an installation of Symantec VIP Access software application which generates a one-time authentication key for use as second-level authentication in Internet Banking and is linked to your Internet Banking access ID. The application may be downloaded from the Symantec website, the Apple Appstore or Google Play to be installed on compatible devices;

'variable rate FMD' means our Rural Bank ONE Variable Rate Farm Management Deposit;

'we', 'us', 'our' and **'Rural Bank'** means Rural Bank - A Division of Bendigo and Adelaide Bank Limited, ABN 11 068 049 178 AFSL 237879 and its successors and assigns;

'website' means our website www.ruralbankone.com.au

'you' and **'your'** means the holder of an account or if there is more than one of you, all of you jointly and each of you severally and includes without limitation a person, firm, body corporate, incorporated association, club or authority who is an existing account holder with us.

The singular refers to the plural and vice versa.

A reference to:

- (a) a document includes any variation or replacement of it;
- (b) anything includes the whole and each part of it.

All examples used in this document are for illustrative purposes only.

The **'Definitions of Terms'** contained in the Rural Bank ONE Saver Terms and Conditions, Rural Bank ONE Term Deposit Terms and Conditions and Rural Bank ONE Farm Management Deposit Terms and Conditions documents also apply to terms used throughout this document.

Section 1 – General information

1.1 CONTACTING US

If you require further information or have questions at any time, please contact us. Our contact details are:

Name	Rural Bank
Mailing address	PO Box 3660 Rundle Mall SA 5000
BSB	633 - 111
Email	service@ruralbankone.com.au
Website	www.ruralbankone.com.au
Customer Service Team	1300 660 115 8.00am-6.30pm Central Standard Time (CST), Monday to Friday (excluding national public holidays)
Customer Advocate Office	Complaints, compliments and suggestions Telephone 1300 139 572 8.00am - 4.30pm Central Standard Time (CST), Monday to Friday

1.2 SIGNIFICANT BENEFITS AND RISKS OF PAYMENT FACILITIES

1.2.1 Benefits

The following benefits apply to payment products:

- Payments can be made outside of business hours.
- The use of payment products may (but will not always) reduce the risks associated with the theft or loss of cash.
- Depending on the way in which they are used, payment products may provide a more efficient way for you to make payments when compared to cash.
- Second level authentication is available for Internet Banking customers to assist in protecting personal information by providing an additional code for use during logon and for authorising payments. Refer to section 4 – Security Tokens for more details.

1.2.2 Risks

Risks associated with payment products may arise. These risks can include:

- Unauthorised use of a payment facility by a third party, including in circumstances where your means to access a payment facility (such as PIN or access ID) is lost or stolen. You may be able to reduce this risk by taking appropriate steps to protect the security of your means to access the payment product and by carefully checking your statement and notifying us of any errors. Further information relating to these risks can be found throughout this document. For information about how to reduce these risks, refer to clause 8.1;
- Technical errors affecting the procedure or system used for processing payments that may, among other things, prevent the timely and accurate completion of payments;
- Authorising the entry of incorrect details. For example, inserting additional zeros when entering the dollar amount of an external transfer to a third party using our Pay Anyone service, or authorising payment to the wrong person. You should always carefully check details before confirming transactions, as once they are authorised, those transactions may not be able to be stopped, reversed, or be recoverable by you; and
- There may be risks of another person deceiving you or infecting your internet enabled device with a virus for the purpose of gaining access to your information. To protect yourself from these risks you should install and activate firewall and anti-virus software and use a security token. Your operating system and browsers also need to be kept up to date.

1.3 YOUR PRIVACY AND CONFIDENTIALITY

Our Privacy Policy explains our commitment to the protection of your personal information. You can obtain a copy of this policy by contacting our Customer Service Team on 1300 660 115 or by visiting our website.

1.4 COMMUNICATING WITH YOU

This clause deals with notices, certificates and other communication sent by us to you that apply to payment products.

Subject to the requirements of any law and the Banking Code of Practice (where it applies), you agree we may give you a notice, certificate or other communication:

- personally; or
 - by leaving it at any address specified by you or your residential or business address last known to us; or
 - by post to any address specified by you or your residential or business address last known to us; or
 - by facsimile to your residential or business facsimile number last known to us; or
 - by email, to your email address last notified to us; or
 - if you are registered for Rural Bank Internet Banking by secure email in Rural Bank Internet Banking; or
 - by publication in a national or local newspaper, on our website, or
 - by any other means permitted by law.
- Notices or other documents are deemed to be received by you:
- Where given personally, on the date of service;
 - Where posted, on the date it would have been delivered in the ordinary course of post;
 - Where sent by facsimile, email (including secure email) or other electronic means, on the date on which the machine from which it was sent produces a report indicating that the notice or other document has been sent; and
 - In the case of notices published in a newspaper or on our website, on the date of the first publication.

1.5 COMMUNICATING WITH US

This clause deals with notices, certificates and other communication sent by us to you that apply to payment products.

If a communication is given by you, it must be sent to us via secure email from Internet Banking.

Unless otherwise agreed, we will not maintain or transact on your account before receiving from you a secure email sent from Internet Banking.

1.6 FEES AND CHARGES

Fees and charges and Government charges may apply to your account. You authorise us to debit the fees and charges and Government charges to your account. Current fees and charges are set out in the Rural Bank ONE Schedule of Fees and Charges. You can find the current fees and charges at any time by contacting us on 1300 660 115 or by visiting our website ruralbankone.com.au.

We may change the fees and charges from time to time (including introducing new fees and charges) and Government charges may change at any time. There is no maximum limit for the amount of fees and charges we may impose. If the law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.

Section 1 – General information cont.

We may at our sole discretion waive any or all fees and charges from time to time, substitute one fee or charge for an alternative fee or charge, or impose a lower fee or charge.

1.7 CHANGES TO THE TERMS AND CONDITIONS AND ONGOING DISCLOSURE

Acting reasonably, we may change these terms and conditions (and fees and charges and interest rates) at our absolute discretion at any time. If any law regulates that change, we will only make the change to the extent permitted by, and subject to, the requirements of that law.

If you have a Term Deposit or a fixed rate FMD and we give you notice of a change that causes detriment to you (excluding any changes to Government charges or any changes we are required to make to comply with our legal obligations), you may opt-out of the change by written notice to us within 30 days of the date the notice is given. If you do so, that change will not apply to you until your next review date.

Subject to the requirements of any law, you agree that we can give notice of changes to these terms and conditions, any change that affects any of the matters specified in this document (including changes to fees and charges and interest rates), in writing (including by notice in your statement of account) by an advertisement in a major daily newspaper or at such other frequency as published by the overseas local major newspaper (as applicable), publication on our website, or in such other manner as we reasonably consider is likely to come to the attention of as many account holders as possible; or in accordance with clause 1.4.

Where notice is posted on our website, we will place a clear statement on our home page that a notice exists with a link to the full notice.

The notice of change table below sets out how much prior notice we will give you of changes, if prior notice is required.

Where no prior notice is required, we will give you notice of a change no later than the day on which the change takes effect. However, we may give you a shorter notice period or no notice of a change necessitated by an immediate need to restore or maintain the security of the Rural Bank system or individual accounts or to otherwise manage a material and immediate risk where it is reasonable for us to do so. In that case, we will give you notice of the change as soon as is reasonably practicable.

If a Government charge payable directly or indirectly by you is introduced or varied, we will notify you by advertisement in the national media or local media, a publication on our website or in writing unless the introduction or variation is publicised by the Government.

We will notify you of changes to terms and conditions, interest rates and fees and charges that affect your account as follows:

TYPE OF CHANGE	MINIMUM NUMBER OF DAYS NOTICE
Any change that is an increase in fees or charges (other than a government charge).	30
A variation of the method by which interest is calculated. A variation of the frequency with which interest is debited or credited. A variation of the balance ranges within which interest rate apply.	30
Increase your liability for losses relating to EFT transactions.	30
Impose, remove or adjust the daily or periodical withdrawal limits applying to the use of an access method, an account from which we permit you to initiate EFT transactions, or electronic equipment.	30
Change EFT conditions, BPAY [®] conditions or Pay Anyone conditions (that is not captured by the above).	If we believe the change is unfavourable to you, 30. Otherwise, no advance notice.
Other changes to the terms and conditions (apart from a change in Government charges payable directly or indirectly by you).	If we believe the change is unfavourable to you, 30. Otherwise, no advance notice.
Changes to an interest rate.	No later than the date of the change.

1.8 OUR RIGHTS TO CANCEL PAYMENT FACILITIES

We may, at our absolute discretion, cancel a payment facility if:

- (a) we believe your PIN, access ID, security token, or any other access method, are being used, or will be used, in a way that will cause loss to you or us;
- (b) we reasonably believe you induced us to issue the payment facility by fraud;
- (c) you or an authorised signatory breached any of these terms and conditions;
- (d) we close your account; or
- (e) in the case of Internet Banking and Phone Banking services, the security or quality of the service is threatened.
- (f) we have received notice of mental incapacity, bankruptcy or death.

Otherwise, we may cancel a payment facility at our absolute discretion by giving you reasonable notice of our intention to do so.

If we cancel a payment facility, we will notify you as soon as possible except if we have already given you notice or we cancel a direct debit after being advised by the payee that no further payment is required, or if your account is closed.

You may cancel a payment facility as set out in clauses 3.10 and 4.6.

If your access to Internet Banking and/or Phone Banking services is cancelled, we may refuse any transaction you initiate via these facilities without giving any reason or advance notice to you.

1.9 TRANSACTION LIMITS

We can at our discretion set and vary limits (maximum and minimum) whether by number, amount and/or period of time for certain payment facilities.

Pay Anyone transaction limits are outlined in clause 6.2, BPAY® transaction limits are outlined in clause 5.4 and Internet Banking / Phone Banking transaction limit are outlined in clauses 3.3 and 3.6.

1.10 OTHER IMPORTANT TERMS AND CONDITIONS

We warrant that we will comply with the requirements of the ePayments Code.

Subject to any limitation on your liability in these terms and conditions, you indemnify us against any loss, damage, liability, cost, charge or expense (including costs, charges or expenses in connection with legal or other advisers) we may suffer or incur directly or indirectly:

- (a) 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 terms and conditions, or acted negligently or fraudulently in connection with the agreement constituted by these terms and conditions;
- (b) arising directly or indirectly from computer viruses, program bugs and similar causes where such loss, damage, liability, cost, charge or expense arises as a direct or indirect consequence of use by you, or an authorised user, of Internet Banking or Phone Banking;
- (c) where we have acted on instructions given by an authorised signatory or for which you are otherwise liable under these terms and conditions; and
- (d) where you are a parent or legal guardian who has signed a 'Minor's Account Access Authorisation' form,

acknowledging that you will be liable for all transactions conducted by the minor.

If there is more than one of you, each account holder for the joint account is jointly and severally liable for all obligations incurred in relation to the account, including as arising by use of a payment product. You authorise us to act in accordance with instructions given by, and to debit an account with all withdrawals made by, an authorised signatory in relation to your account and using a payment product.

Any certificate we give you shall be evidence of the matters referred to therein unless subsequently provided to be incorrect.

We may exercise any power, right or remedy referred to in the terms and conditions at our sole discretion. We will act reasonably in all circumstances when exercising any power, right or remedy. We may choose at any time to waive any of our rights under these terms and conditions. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under, these terms and conditions unless we give you written notice that it is a change to these terms and conditions.

Our powers, rights or remedies cannot be waived unless we have agreed, in writing, to waive those powers, rights or remedies.

Nothing in this agreement has the effect of excluding, restricting or modifying rights in the Australian Securities and Investments Commission Act or Competition and Consumer Act, which cannot be excluded, restricted or modified by agreement. If your account is of a kind not ordinarily acquired for personal, domestic or household use, our liability is restricted to re-supplying the services or the cost of re-supplying the services.

Part or all of any provision of these terms and conditions that is illegal or unenforceable will be severed from these terms and conditions, however the remaining provisions of these terms and conditions will continue in force.

We may assign or otherwise deal with our rights under these terms and conditions in any way we consider appropriate.

You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these terms and conditions.

The terms and conditions in this document are governed by the law of South Australia. You and we submit to the non-exclusive jurisdiction of the Courts of South Australia.

Acting reasonably, we may combine the balances of two or more of your accounts which are of the same ownership and entity name. For example, we may do this if one of your accounts is overdrawn or in debit and the other is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform you if we combine your accounts. We need not notify you in advance.

When combining accounts we will comply with any applicable requirements of the Code of Operation for Department of Human Services and Department of Veterans' Affairs Direct Credit Payments.

We will not exercise our right to combine your accounts in connection with amounts you owe in respect of any credit facility which you hold with us that is regulated by the National Credit Code:

- while we are actively considering your financial situation as a result of your hardship application (we may ask you, as a condition of not

Section 1 – General information cont.

exercising our right to combine your accounts, to agree to retain funds in an account until our decision on your hardship application has been made); or

- while you are complying with an agreed arrangement with us resulting from our consideration of your hardship application.
- Acting reasonably, we may place a stop on your account if:
- you are in breach of any of the account terms and conditions
 - you have not provided us with information that we have asked you to provide
 - we receive notice of your incapacity, bankruptcy or death
 - we become aware of any dispute which in our reasonable opinion has a bearing on the account.

If we place a stop of your account, you or anyone else will not be able to make any withdrawal transactions on the account or otherwise operate it.

We are not liable for any loss or damage arising from placing a stop on your account.

If we receive notice of a dispute from a third party who has a beneficial interest in the funds held in the account, we may at our discretion freeze the account until the dispute has been resolved.

If Terms constitute a 'consumer contract' or a 'small business contract' for the purposes of section 12BF of the Australian Securities and Investments Commission Act 2001 (Cth), you will not be liable to indemnify us under any indemnity included in these Terms for any loss or damage to the extent caused by the fraud, negligence or wilful misconduct of us or our employees, agents or appointed receivers.

1.11 IF YOU HAVE A CONCERN OR COMPLAINT

We value your feedback, as it provides us with an opportunity to improve our products and services. If our products and services do not meet your expectations, we want to hear from you. We will make every effort to resolve the situations in a fair and timely manner.

You can raise your concern or complaint with us by:

- a) speaking to a member of our staff or agents directly;
- b) telephoning the Customer Service Team on 1300 660 115 8.30am – 5.00pm Central Standard Time (CST) Monday to Friday
- c) faxing us on 08 8121 0106
- d) emailing service@ruralbank.com.au
- e) completing the Customer Feedback form online at ruralbank.com.au
- f) write to the Customer Relationship Officer, Reply Paid 84135, Rundle Mall 5000;

If you are not satisfied with the response provided by our Customer Service Team, you have the option of referring the matter to the Customer Advocate who will impartially assess your complaint, keep you informed of the progress and provide you with a response:

- a) telephone –1300 139 572 (+61 3 5485 7919) between 8.00am and 4.30pm (CST) Monday to Friday
- b) post/letter – write to Customer Advocate Office, Bendigo and Adelaide Bank Limited, Reply Paid 480, Bendigo VIC 3552

Alternatively (or following consideration by the Customer Advocate) you may refer your complaint directly to the appropriate External solution scheme.

We are a member of the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

The Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au

1.12 IF YOU HAVE AN EFT TRANSACTION COMPLAINT

If your complaint is in relation to an EFT transaction:

- (a) We will contact you, in writing via secure email, within three business days of receiving your complaint to acknowledge your complaint;
- (b) If your complaint is not immediately settled to the satisfaction of both you and us, we will advise you in writing of the procedures for investigating and handling the complaint;
- (c) Within 21 days of receiving your complaint, we will advise you, in writing, of either:
 - i) the outcome of our investigation - see clause 1.12 (f); or
 - ii) the need for more time to complete our investigation.
- (d) If we are unable to resolve the complaint within 45 days of receiving your complaint, we will notify you of this fact, inform you of the reasons for the delay, and specify a date by which a decision can reasonably be expected (unless we are waiting for a response from you and we have told you that we require that response and your non-response is preventing us from dealing with your complaint); provide you with the name and contact details of our external dispute resolution provider, and provide you with monthly updates on the progress of your complaint);
- (e) We will advise you in writing of the above time limits and when you can reasonably expect a decision. Your obligation to pay any amount that is the subject of a complaint, and any credit or other charges related to that amount, will be suspended until the complaint is resolved;
- (f) When we have completed our investigation of your complaint, we will promptly advise you in writing of the outcome of that investigation, your right to take your complaint to our external dispute resolution provider, and the name and contact details of our external dispute resolution provider. However, we are not required to do so if your complaint does not relate to hardship and we resolve it to your satisfaction within 5 business days, unless you ask us.
- (g) If on completion of our investigation we decide that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use, we will supply you with copies of any documents or other evidence relevant to the outcome of our investigation, including information about any logs or audit trails relating to the transaction and advise you whether there was any system or equipment malfunction at the time of the transaction;
- (h) If we conclude as a result of our investigation that your account has been incorrectly debited or credited, we will promptly make adjustments to your account (including making adjustments to interest and charges) and notify you in writing of the amount by which your account has been debited or credited as a result; or

- (i) Alternatively, if we decide to resolve your complaint in your favour, we may adjust your account accordingly within seven business days of receiving the complaint and provide the information required by clause 1.11 (f) above and close the investigation. When we choose this course of action, we are not required to comply with clauses 1.11(a), (b), (c) and (f).

1.13 FURTHER INFORMATION ABOUT RESOLVING COMPLAINTS

For more information about resolving complaints, contact our Customer Service Team on 1300 660 115, contact your local branch or visit our website www.ruralbank.com.au

1.14 RECEIPTS AND VOUCHERS

When you use Rural Bank equipment to access your account, we will provide you with a record of your transaction, unless you specify that a record is not required. You must check and retain all receipts, payment and transfer reference numbers issued to you after conducting an EFT transaction to assist in reconciling EFT transactions against your statements.

We strongly advise you to keep all these documents in a safe place, as you may need them to perform actions such as complete tax returns, confirm payments that have been made for goods and services, check what payments and cheques are unrepresented, and how much money you have in your account at any one time.

If you misplace any of your account records, or you need us to provide you with information about any of your transactions such as cheques you have written out or interest payments for tax purposes, we can help by conducting a search of our records. A fee may apply for this service to cover our costs. Current fees and charges are set out in the Rural Bank ONE Schedule of Fees and Charges.

We are not obliged to provide you with copies of merchant or transaction vouchers.

1.15 AUTHORISED SIGNATORIES

The Terms apply to any other authorised signatory who uses a payment facility in the same way as they apply to you. You should ensure that any authorised signatory has read the Terms and conditions and complies with them as if they were you. If the authorised signatory does not comply with these terms and conditions, you will be in default.

1.16 BANKING CODE OF PRACTICE

We are bound by the Banking Code of Practice.

The relevant provisions of the Banking Code of Practice apply if you are an individual who is not treated as a business under the Banking Code of Practice or if you are a small business (as defined in the Banking Code of Practice).

The Banking Code of Practice is available on request at any Rural Bank branch or by calling us or from our website www.ruralbank.com.au

Information about the current fees, charges and interest rates that apply is available from us at any time on request. This section applies if you arrange to have a direct debit made to your account from another financial institution.

A direct debit refers to when you authorise us to debit an account held in your name with another Australian financial institution. A direct debit can only be a one-time transaction to make an opening deposit.

Direct debits are not available on all Rural Bank ONE accounts. Refer to the table below for the account types to which direct debits may be made.

ACCOUNT	DIRECT DEBIT
Rural Bank ONE Saver	x
Rural Bank ONE Term Deposit	✓
Rural Bank ONE variable rate FMD	x
Rural Bank ONE fixed rate FMD	✓

✓ = Available x = Not available

You must ensure that you have sufficient cleared funds available in your account from which a direct debit will be made, to enable that payment to be made. Direct debiting is not available on all accounts at all financial institutions. You should check with your financial institution whether direct debiting is available before completing the Direct Debit Request.

If you have insufficient funds in your account the direct debit will be returned unpaid (dishonoured) to Rural Bank and a fee may be charged. Refer to the Rural Bank ONE Schedule of Fees and Charges for more information.

2.1 ESTABLISHING A DIRECT DEBIT

Rural Bank will arrange for the funds to be debited from your 'nominated account' as authorised in the Direct Debit Request.

We may vary any details of this agreement or Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

2.2 CANCELLING A DIRECT DEBIT

We will take and promptly process your instruction to cancel a direct debit request which is set up using your account number. You may cancel a direct debit request at any time by giving us notice in writing via secure email. We must receive your instructions at least two business days prior to the due date of the next payment, otherwise that payment may still be made.

For direct debit cancellations we may suggest that you contact the merchant concerned.

We warrant that we will comply with the requirements of the ePayments Code.

All Rural Bank ONE product holders are required to register for Internet Banking. The table below lists the Rural Bank ONE account types and the Internet Banking and Phone Banking services available:

ACCOUNT	INTERNET BANKING	PHONE BANKING
Rural Bank ONE Saver	✓	✓
Rural Bank ONE Term Deposit	view only	view only
Rural Bank ONE variable rate FMD	✓	✓
Rural Bank ONE fixed rate FMD	view only	view only

✓ = Available x = Not available

Section 3 – Internet Banking and Phone Banking

View only access has limited functionality. You will not be able to transfer funds between accounts or use the BPAY® or Pay Anyone services.

Note: Subject to clause 1.7, please also refer to sections 7 and 8 for additional terms relating to your liability for EFT transactions and to the use and security of your access ID, password and PIN.

3.1 APPLYING FOR INTERNET BANKING AND PHONE BANKING

You can apply for access to Internet Banking and Phone Banking services separately by phoning 1300 651 839. Approval of an application is at our discretion.

Full Internet Banking and Phone Banking access is not available for all accounts. The previous table indicates which account types have full Internet Banking and Phone Banking access, and which account types have view only access.

You must be an Australian citizen, New Zealand citizen residing in Australia, or permanent resident and at least 12 years of age to be eligible for Internet Banking and Phone Banking.

3.1.1 Access for minors

Access for minors is subject to the completion of a 'Minors Account Access Authorisation' form by a parent or legal guardian.

Pay Anyone is not available to minors.

3.2 ACCESS ID AND PINs

Registration for Internet Banking and Phone Banking is completed separately. If we approve your application for either, we will provide you with an access ID and a temporary PIN. The temporary PIN is valid for five calendar days from the date of issue. Before the end of that five calendar day period, you must use that access ID and temporary PIN to access Internet Banking or Phone Banking for the first time. You will then be asked to select and enter a new PIN, and to re-enter the same PIN to confirm it.

TIP To avoid having your PIN reset, log onto Internet Banking and/or Phone Bank within 5 calendar days of the issue of your temporary PIN.

You acknowledge and accept that:

- the access ID we issue you, together with your selected PIN, is the means by which you access Internet Banking and Phone Banking and the means by which we identify you;
- anyone using your access ID and PIN has access to, and may be able to conduct transactions on a nominated account using Internet Banking and/or Phone Banking; and
- the use of a security token will enhance the security of your access.

You authorise us to act upon all instructions given to us using your access ID and PIN, or an authorised user's access ID and PIN, and subject to any other provision of these terms and conditions, you are liable for any such instructions.

We may delay acting on an instruction. Where we have instructions for more than one transaction or payment from your nominated account, we will determine the order of priority in which transactions are processed.

3.3 SERVICES AVAILABLE USING INTERNET BANKING AND PHONE BANKING

The following table displays information about what you, or an authorised user, may be able to do when using Internet Banking and Phone Banking:

FEATURES OR INTERNET BANKING AND/OR PHONE BANKING	INTERNET BANKING	PHONE BANKING
Review the balance of your accounts.	✓	✓
Transfer funds between your Rural Bank accounts.	✓	✓
Transfer funds using the Pay Anyone Service to any account at any financial institution within Australia that is identified by a valid BSB number and account number.	✓	✓
Arrange recurring or future specific date fund transfers.	View only	View only
Make BPAY® payments.	✓	✓
Review your account transaction history, including the date of the transaction, the type of the transaction (such as a BPAY® payment), and the amount.	View only	View only
Use a security token to enhance the security of accessing your accounts via Internet Banking.	✓	x
Access Secure Mail which enables you to send and receive (secure) messages to and from Rural Bank. Sensitive information should not be submitted via secure email (i.e. Tax File Numbers, Card numbers etc).	✓	x
Access to Account Notification which allows you to establish account balance thresholds and to set-up email notifications if the thresholds are exceeded.	✓	x
Change your Internet Banking or Phone Banking PIN.	✓	✓
Authorise transactions on your Rural Bank account where more than one signatory would normally be required. With the Authorisations feature, one signatory to the account can set up a transaction for authorisation by other signatories - either real time or at a future date.	✓	x
View, print or save electronic statements and opt in or out of receiving paper statements	✓	x

✓ = Available x = Not available

Note: Internet Banking and Phone Banking is real time, however, some transactions from third parties may not be listed on the day you make the transaction. All transactions are subject to available funds in the nominated account at the time of transaction and any minimum/maximum transfer restrictions.

Important Note

From time to time Rural Bank may post information regarding Internet Banking on the Rural Bank website or the logon page for Internet Banking. This may include:

- Notices regarding Internet Banking;
- Security Warnings and advice you should follow to protect yourself;
- Advice of new features and upgrades to Internet Banking; and
- Any changes to terms and conditions for Internet Banking.

You must ensure that you read any notices posted on the Rural Bank website and/or Internet Banking logon page, and ensure that you follow those instructions accordingly.

Section 3 – Internet Banking and Phone Banking cont.

3.4 EQUIPMENT

It is your responsibility to obtain and maintain any electronic equipment (e.g. computer hardware or touchtone telephone) which you may need to have to access Internet Banking and Phone Banking.

3.5 AUTHORISED USERS

You may authorise a third party to use Internet Banking and/or Phone Banking to access (view balances and transactions), and/or transact on a nominated account(s). This third party must be a signatory on the account and/or registered as an authorised user.

You are liable for any failure on the part of the authorised user to observe these terms and conditions.

You may cancel the authority of an authorised user to access or operate a nominated account through Internet Banking at any time via secure email.

If you give us notice to cancel your access or your authorised user's access, you remain bound by these terms and conditions and any instructions that have already been given for transactions made via Internet Banking or Phone Banking, notwithstanding that your access, or your authorised user's access, has been cancelled.

You may request via secure email a maximum daily withdrawal limit to apply to your authorised user(s). You can also specify 'no Pay Anyone limit' or 'view only' access.

3.6 ACCESS

You will only have access to accounts where:

- (a) the accounts you seek to access, using Internet Banking or Phone Banking, are Rural Bank accounts;
- (b) you are registered with us as the registered account holder or signatory or have the authority as an authorised user or the registered account holder to access or conduct transactions on the accounts;
- (c) we have received no notification or we are unaware that the account is under any dispute of any kind with any other party or entity;
- (d) we have received no notification or we are unaware that an application for bankruptcy or liquidation has been filed either by you, or issued or lodged by another person or entity.

We will make reasonable efforts to ensure the availability of Internet Banking and Phone Banking during the hours we have specified and to ensure that information we make available to you via Internet Banking and Phone Banking is correct.

We may block access to Internet Banking and/or Phone Banking at any time without notice if we believe either service is being misused by you or your authorised user, or is used without your authority.

We recommend you use a security token with Internet Banking to ensure the most secure form of access.

We may at our discretion insist you use a security token to access Internet Banking or use certain services within Internet Banking. Your Internet Banking access may be limited or suspended in circumstances where you refuse to use a security token.

If you have a compatible device, you may use a soft security token by downloading and installing the Symantec VIP Access application onto your device and linking the installation to your Internet Banking access ID by calling us and advising us the Credential ID associated with your software installation.

To use a physical security token, you must purchase a physical security token from us and pay the applicable fee. Loss of or damage to your

physical security token may incur a replacement fee. See the Schedule of Fees and Charges for the applicable fees.

Where your access has been blocked due to fraudulent activity, you will be required to use a security token, firewall software and anti-virus software, update your operating system and provide proof of the same on your internet enabled device before access will be re-instated.

We may withdraw electronic access to your account without prior notice to you in the event of any Rural Bank equipment or Rural Bank system malfunction.

If you give us notice to cancel your access, or your authorised user's access, you remain bound by these terms and conditions which may apply notwithstanding that your access or your authorised user's access has been cancelled.

3.6.1 Access expiration

We can remove your electronic access without giving you notice where you have not accessed Internet Banking for at least 6 months or Phone Banking for at least 12 months.

You can reset your PIN(s) by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839.

3.7 EXITING INTERNET BANKING

If you, or your authorised user, use Internet Banking you must click on the log off button when you have finished using the service. This is particularly important in a work environment or another environment where the terminal you are using may be left unattended for a reasonable period of time.

3.8 ELECTRONIC COMMUNICATION AND CONFIRMATION OF TRANSACTIONS

Subject to the requirements of any law and to our undertaking to provide written notices in certain circumstances (as outlined in clause 1.7), you agree that we may use electronic means to communicate with you instead of written communication, for example, to provide you with statements, notices, transaction confirmations or receipts.

We will provide you or your authorised user with a transaction receipt number each time you, or your authorised user, make a transaction on your account using Internet Banking and Phone Banking. You, or your authorised user, should record the transaction receipt number, and it should be quoted if you, or your authorised user, have any queries in relation to that transaction.

Subject to the requirements of any law, where you or your authorised user carry out a transaction via Internet Banking and we make a transaction record or receipt (which you can save or print) available to you or your authorised user on the website immediately upon completion of the transaction, we will not provide you or your authorised user with a paper transaction record or receipt.

3.9 OUR RESPONSIBILITY FOR INTERNET BANKING AND PHONE BANKING

Subject to any other provisions of these terms and conditions, to the extent permitted by law, we are not liable to you or an authorised user for, or in connection with:

- (a) any failure, malfunction, delay or error (for any reason) of any equipment, system or software that is not controlled, provided by, or provided on behalf of us (including, without limitation, the telephone, internet enabled device, software and telecommunications and ISP services you or an authorised user use to access Internet Banking and Phone Banking);
- (b) any unavailability or failure of Internet Banking and Phone Banking

(of which you or your authorised user should have been aware) to accept instructions from you;

- (c) any failure of an access ID or PIN to permit you or your authorised user to access Internet Banking or Phone Banking;
- (d) disclosure of information relating to your accounts through Internet Banking and Phone Banking where the information has been obtained by, or in conjunction with, any person using your PIN or access ID, or the PIN or access ID of your authorised user; or
- (e) any unauthorised access to your information transmitted by us through Internet Banking or Phone Banking in relation to a nominated account;
- (f) any failure of a security token or authentication key to permit you to access Internet Banking.
- (g) you acknowledge and accept that Internet Banking and Phone Banking may only show transactions and balances current as at the previous business day.

3.10 CANCELLING YOUR INTERNET BANKING AND PHONE BANKING ACCESS

You can cancel your, or your authorised user(s), Internet Banking and/ or Phone Banking access by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839. Any payments you have requested to be made after we receive notice of such cancellation may not be made.

Note: Previously scheduled payments may already have been processed overnight.

3.11 LIABILITY

You, or your authorised user, will be liable for all transactions on your account carried out by using an access ID or PIN. You authorise us to debit all such transactions to your account.

Except as set out in this clause 3.10, we will not be liable for any loss or damage you suffer as a result of using Internet Banking or Phone Banking.

You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or actions of any kind brought against us arising directly or indirectly because you:

- (a) did not observe any of your obligations under the terms and conditions in this section; or
- (b) acted negligently or fraudulently in connection with the other terms and conditions.

However, you are not obliged to indemnify us in respect of any loss or damage we suffer to the extent it was incurred due to the fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

To the full extent permitted by law we are not liable for any loss (Including consequential loss) you suffer as a result of using Rural Bank Internet or Phone Banking other than any loss or damage which is due to fraud negligence, wilful misconduct of us, our employees or agents or a receiver appointed by us or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

You acknowledge and accept that Internet Banking and Phone Banking may only show transactions and balances current as at the previous business day.

4.1 SECURITY TOKENS

A security token can be used in conjunction with Internet Banking to reduce the chance of an unauthorised user accessing your account.

A security token is mandatory for access to the following Internet Banking services:

- Pay Anyone – adding a new payee

Using your security token with this service provides the following protection:

An authentication key from your security token will be required to add any new payee or amend an existing payee from your payee list (please note you will not need to enter the authentication key to authorise a Pay Anyone payment). This will prevent a unauthorised user if they are able to login to your Internet Banking session from adding any new payees (including themselves) to your approved payee list.

We also strongly recommend the use of a security token when using Internet Banking and when you use the services available in Internet Banking, particularly if you are likely to access Internet Banking on an internet enabled device that may not have all the necessary security and/or protection (firewalls, anti-virus software etc) available.

4.2 SECURITY TOKEN ACTIVATION OPTIONS

Security tokens can also be activated for the following Internet Banking services:

- Logon (where available)
- Pay Anyone
 - Every payment
- BPAY®
 - Every payment
 - Every new payee
 - Every payment and every new payee

The following table explains what protection is offered for each option and how it may prevent an unauthorised user from accessing your Internet Banking.

Section 4 – Security Tokens cont.

WHEN A SECURITY TOKEN IS ACTIVATED FOR...		THIS WILL PREVENT AN UNAUTHORISED USER...
Logon (where available)	You will not be able to login to Internet Banking without entering the authentication key generated by your assigned security token.	...who may have obtained your access ID and PIN by fraudulent means, from accessing your account.
Pay Anyone – every payment	An authentication key from your security token will be required to authorise every Pay Anyone payment you send.	...if they are able to login to your Internet Banking session from making any Pay Anyone payments from your account.
BPAY® – every payment	An authentication key from your security token will be required to authorise every BPAY® payment you send. <small>Note: you will not need to use your security token when you add or amend a BPAY® biller.</small>	...if they are able to login to your Internet Banking session from making any BPAY® payments from your account.
BPAY® – every new payee	An authentication key from your security token will be required to authorise every BPAY® payment you send and every new biller added or amended	...if they are able to login to your Internet Banking session, from making any BPAY® payments from your account or from adding any billers to your approved payee list.

4.3 ACTIVATING A PHYSICAL SECURITY TOKEN

When you are issued with a physical security token, unless otherwise advised, it will be linked for use against your access ID.

If you use the Pay Anyone service, your physical security token will come pre-activated and you will need to use a security token each time you add a new Pay Anyone payee.

If you do not use Pay Anyone or want to use your physical security token to add extra security options, you will need to activate the selected options in Internet Banking as follows:

Step 1 – Login to Internet Banking using your access ID and PIN. You do not need to enter an authentication key until you have activated the security token.

Step 2 – Once you have logged into Internet Banking go to the 'Security Options' menu. You can access this menu via the 'Customer Services' menu or via the link on the 'Account Balances' page.

Step 3 – Follow the instructions to activate your chosen security options. Once you have activated your security token you must always use the security token to use these services.

A physical security token not linked to your access ID will not be able to generate an authentication key that can be used with your Internet Banking access ID.

Where convenient, more than one user can be linked to the same physical security token.

You can change the extra security options you have activated by contacting us via secure email.

4.4 SECURITY TOKEN USAGE

You authorise us to act on all instructions we receive from the use of your security token.

Depending on the Internet Banking services you use and the security options you have activated, your security token is your electronic authorisation of logon to Internet Banking and transactions you conduct. Suitable care must be taken regarding use of and access to your security token.

You must ensure that the PIN you select for your security token is not disclosed to any unauthorised person. If you fail to comply, we shall be immediately entitled to cancel your use of all or any of the following:

- Internet Banking
- Pay Anyone
- BPAY®

4.5 PHYSICAL SECURITY TOKEN BATTERY LIFE

Security tokens have an expected battery life of five years.

Batteries in physical security tokens cannot be replaced and you will need to obtain a new security token or if you have a compatible device, you may use a soft security token by downloading and installing the Symantec VIP Access application onto your device and linking to your Internet Banking access ID by calling us and advising us the Credential ID associated with your software installation. Current fees and charges regarding replacement physical security tokens are set out in the Rural Bank ONE Schedule of Fees and Charges.

4.6 SECURITY TOKEN REFUNDS

Refunds are not available on physical security tokens if you decide you no longer require a physical security token.

If you receive a physical security token that is faulty or damaged we will replace it for you (a fee may apply depending on the circumstances).

4.7 REASSIGNING A SECURITY TOKEN

If you need to reassign a physical security token (i.e. if there has been a change of authorised signatory on an account) you must notify us and confirm via secure email.

4.8 CANCELLING A SECURITY TOKEN

If you require a security token to be cancelled you must notify us via secure email and provide your security token identification number, which can be found on the back of your security token.

Refer to the table below to determine which account types can be used to make BPAY® payments via Internet Banking and Phone Banking.

ACCOUNT	BPAY®
Rural Bank ONE Saver	✓
Rural Bank ONE Term Deposit	×
Rural Bank ONE variable rate FMD	✓
Rural Bank ONE fixed rate FMD	×

✓ = Available × = Not available

Section 5 – Bpay®

5.1 ABOUT THE BPAY® SCHEME

This clause (5.1) applies if you ask us to make a BPAY® payment on your behalf.

The BPAY® scheme is an electronic payments scheme through which you or your authorised user can ask us to make payments to billers who inform you that you can make BPAY® payments to them via the BPAY® scheme.

You or your authorised user can only make BPAY® payments through the BPAY® scheme from a nominated account if you, or your authorised user, has access to Internet Banking or Phone Banking.

We are not acting as your agent, or the agent of the biller, when arranging and making a BPAY® payment on your behalf.

5.2 HOW TO ACCESS BPAY®

BPAY® is available for use via both Internet Banking and Phone Banking.

To access BPAY® via Internet Banking, select 'Payments' from the main menu (which runs across the top of the Internet Banking screen) and either select a biller you may have previously set up, or create a new biller file by selecting 'Add New BPAY®' from the dropdown box.

You can practice setting up a new biller and sending payments using the online demonstration on the Rural Bank website at www.ruralbank.com.au.

Alternatively, you can access BPAY® via Rural Bank Phone Banking.

5.3 USING THE BPAY® SCHEME

When you or your authorised user tells us to make a BPAY® payment, you or your authorised user must provide us with the following information, together with such other information as we may require at the time:

- the account from which the BPAY® payment is to be debited;
- the BPAY® biller code of the biller to be paid;
- the amount of the BPAY® payment;
- the date on which the payment is to be made; and
- the biller customer reference number.

You acknowledge and accept that we are not obliged to effect a BPAY® payment if you or your authorised user do not give to us all of the above information or give us inaccurate information.

Upon receipt of the required information we will debit the account you or your authorised user specify with the amount of that BPAY® payment.

We may decide not to make the BPAY® payment if there are insufficient cleared funds in the specified account at the time you or your authorised user have told us to make that payment.

5.4 PAYMENTS

We may impose restrictions on the accounts from which a BPAY® payment may be made, or impose limits on the amount of BPAY® payments.

We will not accept an instruction to stop a BPAY® payment once you, or your authorised user, have instructed us to make that BPAY® payment except for future dated payments which can be cancelled before the payment due date.

You must notify us immediately if you or your authorised user:

- become aware that you or your authorised user may have made a mistake when instructing us to make a BPAY® payment (except in relation to the BPAY® payment amount – refer to clause 5.5 for details);
- did not authorise a BPAY® payment from your account;
- believes the BPAY® payment was not processed in accordance with your or your authorised user's instructions (including delays); or
- think you or your authorised user has been fraudulently induced to make a BPAY® payment.

Billers who participate in the BPAY® scheme have agreed that a BPAY® payment you, or your authorised user, make will be treated as received by the biller to whom it is directed:

- on the date that you or your authorised user make that BPAY® payment, if you or your authorised user tell us to make the BPAY® payment before our payment cut-off time on a business day (for details about cut-off times, refer to clause 5.8);
- on the next business day, if you or your authorised user instructs us to make a BPAY® payment after our payment cut-off time on a business day or on a non-business day; or
- for payment that is made on a future date, on the day or next business day you or your authorised user have nominated for a scheduled payment to take place.

A delay may occur in the processing of a BPAY® payment where:

- there is a public or bank holiday on the day you or your authorised user tell us to make a BPAY® payment;
- you or your authorised user tells us to make a BPAY® payment either on a day that is not a business day or after our payment cut-off time on a business day;
- another financial institution participating in the BPAY® scheme does not comply with its obligations under the BPAY® scheme; or
- a biller fails to comply with its obligations under the BPAY® scheme.

Although a delay in processing a BPAY® payment is not expected to continue for more than one business day, you acknowledge and accept that a delay may continue for a longer period.

5.5 IF THE AMOUNT OF A PAYMENT TO A BILLER IS INCORRECT

You must ensure that the information in relation to each BPAY® payment is correct. If you discover that you or your authorised user has instructed us to make a payment to a biller for an incorrect amount:

- if the amount you or your authorised user instructed us to pay is greater than the required amount, you should contact the biller for a refund; or
- if the amount is less than the required amount, you should make a further BPAY® payment for the difference.

5.6 WHEN A BILLER CANNOT PROCESS A PAYMENT

If after debiting your account we are notified that your BPAY® payment cannot be processed by a biller, we will:

- notify you;
- credit your account for the amount of the BPAY® payment; and
- if you request, take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

Section 5 – Bpay® cont.

5.7 SUSPENSION OF BPAY®

We may suspend your right to participate in the BPAY® scheme at any time if you or your authorised users are suspected of acting in a fraudulent manner.

5.8 CUT-OFF TIMES

The following table outlines the cut-off times and payment dates for BPAY® payments:

IF THE BPAY® INSTRUCTION IS RECEIVED:	THE PAYMENT WILL IN MOST CASES BE TREATED AS HAVING BEEN MADE:
Monday to Friday before 6.30pm Victorian time	On the day you made the payment
Monday to Friday after 6.30pm Victorian time	On the next business day
On a Saturday, Sunday or public holiday	On the next business day

BPAY® payments may take longer to be credited to a biller if you or your authorised user instructs us to make a BPAY® payment on a Saturday, Sunday, public holiday or any other non-business day, or if the biller does not process a payment as soon as they receive its details. The cut-off times are also displayed during your Internet Banking session.

5.9 LIABILITY FOR MISTAKEN PAYMENTS, UNAUTHORISED TRANSACTIONS AND FRAUD

- (a) You must tell us immediately if:
- you, or your authorised user, become aware that you may have made a mistake (except in relation to the BPAY® payment amount – see clause 5.5) when instructing us to make a BPAY® payment;
 - you, or your authorised user, did not authorise a BPAY® payment from your account;
 - you, or your authorised user, believe the BPAY® payment was not processed in accordance with your instructions (including delays); or
 - you, or your authorised user, think that you, or your authorised user, have been fraudulently induced to make a BPAY® payment.
- b) We will attempt to rectify any such matters in relation to your BPAY® payment in the way described in this section. If a BPAY® payment is made from your account (not being a business account) without your knowledge or consent, liability for that unauthorised BPAY® payment will be determined in accordance with clause 7.2. Otherwise, except as set out in this section, we will not be liable for any loss or damage you suffer as a result of using the BPAY® scheme;
- (c) If a BPAY® payment is made to a person, or for an amount which is not in accordance with your or an authorised user's instructions (if any), and your account has been debited with 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 cannot recover the amount within 20 business days of us attempting to do so from the person who received the amount of that payment, you must pay us that amount and you authorise us to debit that amount to your account;
- (d) If a BPAY® payment is made in accordance with a payment direction that 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, and you authorise us to debit that amount to your account, if:
- we cannot recover that amount within 20 business days of us attempting to do so from the person who received it; and
 - the payment was made as a result of a payment direction that did not comply with any requirements we may have for such payment direction.
- (e) If a BPAY® payment is induced by the fraud of a person involved in the BPAY® scheme, that person should refund you the amount of the fraud induced payment. However, if that person does not refund the amount of the fraud induced payment to you, you must bear that loss (and you authorise us to debit the amount of the payment to your account) unless some other person involved in the BPAY® scheme knew of the fraud, or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment;
- (f) You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us that arises directly or indirectly because you or your authorised user:
- did not observe any of your obligations under these BPAY® conditions; or
 - acted negligently or fraudulently in connection with the terms and conditions applicable to your account or the payment products.
- (g) 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. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY® payment; and
- (h) We are not liable for any consequential loss or damage you suffer as a result of using the BPAY® scheme other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law that cannot be excluded, restricted or modified at all or only to a limited extent.

Refer to the table below for the account types that can be used to make Pay Anyone payments via Rural Bank Internet Banking.

ACCOUNT	PAY ANYONE
Rural Bank ONE Saver	✓
Rural Bank ONE Term Deposit	×
Rural Bank ONE variable rate FMD	✓
Rural Bank ONE fixed rate FMD	×

✓ = Available × = Not available

Section 6 – Pay Anyone

The Pay Anyone service is an online service that allows you or your authorised user to transfer funds directly to any account at any financial institution within Australia that is identified by a valid BSB number and account number. You or your authorised user can only transfer funds using the Pay Anyone service if you or your authorised user has access to Internet Banking.

Access to the Pay Anyone Service will require you to use a security token.

Once activated, you can use the Pay Anyone Service to arrange an immediate or future dated one-off transfer or to set up regular future dated transfers to accounts at financial institutions within Australia, but only where you have a valid BSB number and account number for the account you want to transfer to or a PayID which has been created and linked to the account.

We may decide not to process a Pay Anyone transfer, including future dated transfers, if there are insufficient funds available for withdrawal in the account to be debited on the relevant transfer date. We will notify you in Internet Banking if this occurs.

We may also decide not to process a future-dated Pay Anyone transfer if you have instructed us to make the transfer using a PayID and, at the relevant transfer time, we become aware that the details registered for that PayID in the NPP Addressing Service have substantially changed since you instructed us or, in the case of recurring payments, since the previous transfer. We will notify you in Internet Banking if this occurs.

TIP! Once activated, you or your authorised user can use the Pay Anyone Service to arrange to set up regular (weekly, fortnightly, monthly) and once-off and future-dated transfers to any account, at any financial institution within Australia that is identified by a valid BSB number and account number. Refer to the online Help function for more information.

6.1 REGISTERING AND DEREGISTERING FOR THE PAY ANYONE SERVICE

You can register for the Pay Anyone service by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839.

On registration, you will be required to set a daily Pay Anyone limit. You can only register on the phone for a daily Pay Anyone limit up to \$30,000. For limits greater than \$30,000 please contact our Customer Service Team on 1300 660 115 to obtain an application form.

You can deregister your access or access of an authorised user to the Pay Anyone service by contacting Rural Bank Internet and Phone Banking Support Services on 1300 651 839, or by calling 1800 035 383 outside Rural Bank Internet and Phone Banking Support Services business hours of operation. Your authorised user may deregister their access at any time without your consent.

6.2 TRANSACTION LIMITS

You can request an increase by contacting us via secure email. The maximum allowable daily limit is set by you (excluding minors who do not have access to this service).

Note: If you need to transfer a once off amount greater than your authorised daily limit please contact our Customer Service Team on 1300 660 115 for other transfer options.

You can reduce your Pay Anyone daily transaction limit using

the 'Reduce Daily Limits' function in Internet Banking. Once you have decreased your daily limit, it can only be increased again by contacting us via secure email.

We may reduce your Pay Anyone daily limit if you do not use any or part of your limit over a period of time. We will notify you in writing at least 20 days before taking such action.

6.3 USING THE PAY ANYONE SERVICE

When you, or your authorised user, tell us to make a Pay Anyone transfer, you or your authorised user must provide us with the following information:

- the account from which you or your authorised user want us to debit the Pay Anyone transfer;
- the correct account number of the person or business to whom you wish to transfer funds;
- the correct BSB number of the financial institution at which the account to whom you or your authorised user wish to transfer funds is held or a PayID created and linked to the account;
- the amount of the Pay Anyone transfer; and
- a reference number (optional).

You acknowledge and accept that we are not obliged to effect a Pay Anyone transfer if you or your authorised user do not give us all of the above information or give us inaccurate information.

You authorise us to debit the nominated account you or your authorised user specify with the amount of that Pay Anyone transfer.

Warning: Some financial institutions do not cross check the account number with the account name, which may lead to your payment being placed into the wrong account, if you enter an incorrect account number. You must ensure that the account number is correct. We will not be liable for any loss as a result of you entering the wrong account number.

Pay Anyone transfers may be processed as a Direct Entry Payment or as an Osko Payment.

We may decide whether to process Pay Anyone transfers you request from your accounts as Direct Entry Payments or Osko Payments in our absolute discretion and you must not assume that Osko Payments will always be available or offered to you.

6.4 PAYMENTS

We may impose restrictions on the accounts from which a Pay Anyone transfer may be made or impose limits on the amount of Pay Anyone transfers.

We may decide not to make any payment if there are insufficient funds available for withdrawal on the due payment date in the nominated account to be debited on the due payment date.

A delay may occur in the processing of a Pay Anyone transfer where:

- there is a public or bank holiday on the day you or your authorised user instruct us to make a Pay Anyone transfer; or
- you or your authorised user instruct us to make a Pay Anyone transfer on a day which is not a business day or after our payment cut off time on a business day (for payment cut-off times, refer to clause 6.7).

Regardless of when a Pay Anyone transfer is made, the account from which you want us to debit the Pay Anyone transfer will be debited immediately.

Pay Anyone transfers are irrevocable and once you have told us to make a Pay Anyone transfer it cannot be stopped or cancelled.

Section 6 – Pay Anyone cont.

You must therefore take care to ensure all information you give us in relation to a Pay Anyone transfer request is correct and complete.

Where we process a Pay Anyone transfer as an Osko Payment, the transfer will be processed, cleared and settled on a 24/7 near real-time basis.

Delays may occur in processing Osko Payments.

6.5 IF A TRANSFER AMOUNT IS INCORRECT

You must ensure that the information you or your authorised user gives us in relation to each Pay Anyone transfer is correct. If you or your authorised users discover that we have been instructed to make a transfer for an incorrect amount:

- if the amount transferred is greater than the required amount, contact the person or business to whom the funds were transferred to obtain a refund for the excess; or
- if the amount transferred is less than the required amount, you or your authorised user should make a further Pay Anyone transfer for the difference.

6.6 SUSPENSION OF THE PAY ANYONE SERVICE

We may suspend your or your authorised user's right to use the Pay Anyone service at any time if you or your authorised user is suspected of acting in a fraudulent manner.

6.7 CUT-OFF TIMES

If you instruct us to transfer funds before the time specified below, the transfer will be processed overnight on that business day. Subject to the financial institution to whom the funds are being transferred, the payment will in most cases settle on the next business day.

CUT-OFF TIMES:

Monday – Friday:	7:00pm (Victorian Time)
Saturday, Sunday and Public Holidays:	processed next business day.

Pay Anyone transfers may take longer to be credited if you or your authorised user tells us to make a Pay Anyone transfer on a Saturday, Sunday, public holiday or any other non-business day, or if the financial institution does not process a payment as soon as they receive its details.

6.8 LIABILITY FOR MISTAKEN PAYMENTS, UNAUTHORISED TRANSACTIONS AND FRAUD

You must notify us immediately:

- if you or your authorised user becomes aware that you may have made a mistake, or your authorised user becomes aware that they may have made a mistake when instructing us to make a Pay Anyone transfer (except in relation to the Pay Anyone transfer amount – refer to clause 6.5 for details);
- if you or your authorised user did not authorise a Pay Anyone transfer from your account;
- if you or your authorised user believes a Pay Anyone transfer was not processed in accordance with your or your authorised user's instructions (including delays); or
- if you or your authorised user think you or your authorised user have been fraudulently induced to make a Pay Anyone transfer.

We will attempt to rectify any such matters in relation to your Pay Anyone transfer in the way described in this section. If a Pay Anyone transfer is made from your account (not being a business account) without your knowledge or consent, liability for that unauthorised Pay Anyone transfer will be determined in accordance with clause 7.2. Otherwise, except as set out in this section (i.e. clause 6.8), we are not liable for any loss or damage you suffer as a result of using the Pay Anyone service.

You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:

- did not observe any of your obligations under the terms and conditions in section 6; or
- acted negligently or fraudulently in connection with the terms and conditions applicable to your account or the payment products.

We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

6.9 MISTAKEN INTERNET PAYMENTS

In this clause, the following words have these specific meanings:

'Mistaken Internet Payment' has the meaning given to it in the ePayments Code or a 'Mistaken Payment' under the NPP Regulations

Note: This relates to payments you make to an Unintended Recipient using the Pay Anyone Service where you enter an incorrect BSB or account number. It does not include payments made using BPAY or a Misdirected Payment under the NPP Regulations.

'Other ADI' means the authorised deposit-taking institution (as defined in the Banking Act 1959 Cth) of the Unintended Recipient.

'Unintended Recipient' means the recipient of funds as a result of a Mistaken Internet Payment.

This clause applies where you have made a Mistaken Internet Payment covered by the ePayments Code and the Other ADI subscribes to the ePayments Code or which was processed through NPP.

If you have made a Mistaken Internet Payment, you must notify us as soon as possible. We will investigate the matter and inform you (in writing) of the outcome within 30 business days from the date you notified us.

Without the consent of the Unintended Recipient, it may be possible to retrieve the funds from your Mistaken Internet Payment if:

- (a) you reported the Mistaken Internet Payment to us within 7 months;
- (b) we decide that a Mistaken Internet Payment has occurred;
- (c) the Other ADI decides that a Mistaken Internet Payment has occurred; and
- (d) the Unintended Recipient has sufficient credit available in their account to retrieve the funds.

Note: If you report the Mistaken Internet Payment after 10 days but before 7 months, the Unintended Recipient will be given an opportunity to establish that they are entitled to the funds.

With the consent of the Unintended Recipient, it may be possible to retrieve the funds from your Mistaken Internet Payment if:

- (a) both we and the Other ADI decide that a Mistaken Internet Payment has occurred but the Unintended Recipient does not have sufficient credit in their account;

Section 6 – Pay Anyone cont.

- (b) both we and the Other ADI decide that a Mistaken Internet Payment has occurred, but you reported the Mistaken Internet Payment after 7 months; or
- (c) the Other ADI decides (in their discretion) to seek the Unintended Recipient's consent to return the funds even if the Other ADI is not satisfied that a Mistaken Internet Payment has occurred.

If the Other ADI withdraws funds from the Unintended Recipient's account, they will return it to us. We will then return it to you as soon as possible.

You will be responsible for any of your losses following a Mistaken Internet Payment if:

- (a) both we and the Other ADI decide that no Mistaken Internet Payment has occurred; or
- (b) in certain circumstances, the Unintended Recipient is able to establish that they are entitled to the funds; or
- (c) the consent as described above is not obtained from the Unintended Recipient.

You can complain to us about the way your report of a Mistaken Internet Payment is dealt with by contacting our Customer Service Team on 1300 660 115.

If you are not satisfied with the outcome of your complaint, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is Australian Financial Complaints Authority and can be contacted at:

Mail Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Phone 1800 931 678

Email info@afca.org.au

Website www.afca.org.au

We are not liable for any consequential loss or damage you suffer as a result of using the Pay Anyone service other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

Where you are the recipient of a Mistaken Internet Payment, you authorise us to withdraw the funds relating to that Mistaken Internet Payment from your account if we are required under the ePayments Code to recover those funds from you and return them to the payers authorised deposit taking institution.

6.10 INCORRECT ACCOUNT NUMBER

- (a) When we process your Pay Anyone transfer, we process the Pay Anyone transfer based on the BSB and account number you provide.

WARNING: Some financial institutions do not cross check the account number with the account name, which may lead to your payment being placed into the wrong account, if you enter an incorrect account number. You must ensure that the account number is correct. We will not be liable for any loss as a result of you entering the wrong account number.

- (b) If your Pay Anyone transfer is to another financial institution, your Pay Anyone transfer may also be processed on the BSB and

account number provided as not all financial institutions cross check account numbers and names.

Example 1:

You want to send a Pay Anyone transfer to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 012 Account Number 123465, the payment will be made into account number 123465 instead of Mr Citizen's account.

Example 2:

You want to send a Pay Anyone transfer to Mr Citizen's account, being BSB 001 012 Account Number 123456 however you type in BSB 001 021 Account Number 123456, the payment will be made into account number 123456 at BSB 001 021 instead of BSB 001 012.

- (c) It is vital that you include the correct account number and BSB.

6.11 PAYIDS

In our discretion, we may allow you to create a PayID for your account so that NPP Payments can be made to your account using the PayID instead of the BSB and account number.

Creating a PayID is optional. We will not create a PayID for your account without your consent.

6.11.1 Creating a PayID

You may create a PayID for your account by contacting us. Depending on your circumstances, we may also allow you to create a PayID in Internet Banking. You may only create a PayID for your account if:

- (a) we are able to verify your identity in a manner that is satisfactory to us;
- (b) you own or are authorised to use the PayID;
- (c) the PayID is not likely to be misleading as to who the accountholder for the account is; and
- (d) creating the PayID will not infringe on the intellectual property rights of any person.

We may refuse to allow you to create a PayID for any reason, including where we have not been able to satisfactorily verify your identity or we are not satisfied that you own or are authorised to use the PayID you are trying to create or we are not satisfied that creating the PayID will not infringe the intellectual property rights of any person.

By creating a PayID for your account:

- (a) you assure us that you own or are authorised to use the PayID;
- (b) you agree to immediately notify us if any of the information you provide to us when creating the PayID changes or becomes incorrect or misleading;
- (c) you acknowledge that the PayID and information relating to you and the account the PayID is linked to (including the account name, BSB and account number) will be registered in the NPP Addressing Service operated by NPP Australia Limited (not us); and
- (d) you consent to:
 - (i) us disclosing your personal information and the other information you provide to us to NPP Australia Limited as necessary to create the PayID in the NPP Addressing Service; and
 - (ii) third parties, such as NPP Australia Limited and other financial institutions that connect to or use the NPP, collecting, storing, using and disclosing that information

(including your name and account details) in accordance with the NPP Regulations and NPP Procedures and as necessary for purposes related to NPP Payments to you or your account. Without limiting the last sentence, you acknowledge that the account name associated with your account, or a summary of it, may be disclosed to any person that initiates a NPP Payment using the PayID.

The types of PayIDs we allow you to create and link to your account may differ depending on your circumstances and the type of account you have.

More than one PayID can be created and linked to an account provided that each PayID is unique.

When creating a PayID we will automatically provision a PayID name that is substantially representative of the account.

6.11.2 Transferring a PayID from or to another account

You can transfer a PayID created and linked to one account with us or another financial institution to another account with us or another financial institution. However, you cannot transfer a PayID while it is locked (refer to updating, locking and closing a PayID section below).

If you want to transfer a PayID you have created for one account with us to another account with us or another financial institution, you can do so by contacting us and requesting that we transfer the PayID.

We will action your request within one business day unless we agree another time period with you. A transfer of your PayID to another institution is completed by that institution.

If you want to transfer a PayID that has been created and linked to an account at another institution to an account with us, you must first contact the other financial institution to tell them you want to transfer the PayID and then create the PayID with us.

6.11.3 Updating, locking and closing PayID

You can request that we update or close a PayID that has been created and linked to your account at any time by contacting us.

You must promptly notify us if, at any time, you cease to own or be authorised to use a PayID created and linked to your account or if any of the information you give us when the PayID is created changes, and request that we update or close the PayID.

We will action a request from you to update or close a PayID within one business day unless we agree another time period with you.

We may, if we have reasonable grounds for doing so, lock or close a PayID created and linked to your account at any time without prior notice to you. Without limitation, this includes where we suspect you created the PayID or are using the PayID in connection with fraudulent or illegal activity;

If your PayID is locked, you can request that it be unlocked by contacting us. If a PayID is closed it must be re-created before it can be used again.

6.11.4 PayID disputes

If a PayID cannot be created for your account because it has already been created and linked to another account by someone else we can lodge a dispute. However, there is no guarantee that the dispute will be resolved in your favour or result in your favour or result in you being able to create the PayID for your account. We will promptly notify you of the outcome of the dispute.

6.11.5 Liability for PayIDs

We are not liable to you for any loss or damage you suffer as a result of:

- (a) a PayID being created and linked to your account or you using or attempting to use a PayID that has been created and linked to your account;
- (b) us refusing to create a PayID or any delay in a PayID being created and linked to your account;
- (c) us locking or closing a PayID that has been created and linked to your account; or
- (d) any failure or malfunction of the NPP (including the NPP Address Service) or any of our systems or procedures that use or connect with the NPP.

You indemnify us against, and will be liable to us for, any direct or indirect loss, damage, charge, expense, fee or claim we may suffer or incur in respect of any PayID that is created and linked to your account or your use or attempted use of such a PayID. We may debit any such loss, damage or cost to any account you hold with us.

Section 7 – EFT Transactions – Liability

We warrant that we will comply with the requirements of the ePayments Code.

This section applies to EFT transactions.

7.1 LIABILITY FOR AUTHORISED TRANSACTIONS – PIN GENERATED TRANSACTIONS

- (a) You are responsible for all transactions carried out using an access ID or PIN by you or by anyone else with your knowledge and consent;
- (b) If Rural Bank equipment or a Rural Bank system malfunctions after having accepted your instructions, or fails to complete the transaction in accordance with your instructions resulting in loss to you of some, or all, of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account, including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction, you may make a claim for any such loss;
- (c) If you are aware or should have been aware that the Rural Bank equipment or Rural Bank system was unavailable for use or was malfunctioning, then our responsibility will be limited to the correction of errors in your account and the refund of any fee imposed as a result; and
- (d) We may withdraw electronic access to your account without prior notice to you in the event of any Rural Bank equipment or Rural Bank system malfunction.

7.2 LIABILITY FOR UNAUTHORISED TRANSACTIONS

- (a) You are not liable for losses arising out of:
 - unauthorised transactions where it is clear that you or your authorised user have not contributed to the loss;
 - the fraudulent or negligent conduct of our employees, agents or companies involved in networking arrangements, or of merchants who are linked to the EFT system, or their agents or employees;
 - any component of an access method that is forged, faulty, expired or cancelled;
 - unauthorised transactions occurring after you have notified us, as required by these terms and conditions, that the security of a PIN or access ID has been breached;
 - transactions that require the use of a PIN or access ID that forms part of your access method and that occurred before you have received that PIN or access ID (including a reissued or replacement PIN or access ID); or
 - the same transaction being incorrectly debited more than once to the same account.
- (b) You are liable where we can prove on the balance of probability that you or your authorised user, have contributed to the losses in any of the following ways:
 - (i) through you or your authorised user's fraud;
 - (ii) by you or your authorised user voluntarily disclosing the PIN to anyone, including a family member or friend;
 - (iii) by keeping a record of your access ID and PIN (without making any reasonable attempt to protect the security of the records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;
 - (iv) where we permit you or your authorised user to select or change a PIN, by selecting numbers which represent the person's date of birth, or letters which are a recognisable part of their names, if immediately before this was done we specifically warned the person not to do so and that you might incur liability by doing so; or

- (v) by acting with extreme carelessness in failing to protect the security of the PIN; and
 - (vi) where the ePayments Code requires, that the recording or voluntary disclosure of one or more but not all of the codes forming part of the access method was the dominating contributing cause of the loss;
- (c) In these cases, you are liable for the actual losses that occur before you or your authorised user notified us that the security of a PIN that forms part of the access method has been breached, but you are not liable for any of the following amounts:
 - that portion of the losses incurred on any one day which exceed the applicable daily withdrawal limits;
 - that portion of the losses incurred in a period which exceeds any other periodic withdrawal limits applicable to that period;
 - that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
 - all losses incurred on any accounts which we and you had not agreed could be accessed using the access method;
 - any losses incurred as a result of conduct we expressly authorised you to engage in; or
 - any losses incurred as a result of you disclosing, recording or storing a PIN in a way that is required or recommended for the purposes of using an account access service such as when you provide your codes to an aggregator service or store your codes in an electronic wallet on your computer, which is expressly or impliedly promoted, endorsed or authorised by us.
 - (d) Where we can prove on the balance of probability that you or your authorised user have contributed to the losses by unreasonably delaying notification after becoming aware that the security of all the codes that form part of the access method has been breached, you are liable for the actual losses that occur between when you or your authorised user became aware and when we were actually notified, but you are not liable for any of the following amounts:
 - that portion of the losses incurred on any one day that exceed any applicable daily withdrawal limits;
 - that portion of the losses incurred in a period that exceeds any other periodic withdrawal limits applicable to that period;
 - that portion of the total losses incurred on any account that exceeds the balance of that account; or
 - all losses incurred on any accounts that you and we had not agreed could be accessed using the access method.
 - (e) Where we cannot prove you were liable under clause 7.2 (ii) and a PIN or access ID was required to perform the unauthorised transaction, you are liable for the least of:
 - (i) \$150; or
 - (ii) the balance of those accounts (including any prearranged credit) which you and we have agreed may be accessed using the access method; or
 - (iii) the actual loss at the time we were notified (where relevant) that the security of the codes that form part of the access method has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily withdrawal or other periodical withdrawal limits).
 - (f) You authorise us to debit any amount for which you are liable under clause 7.2 to your account.

Section 8 – Use and Security of your Access ID, Password, Pin and Security Token

8.1 PROTECTING YOUR ACCESS ID, PASSWORD AND SECURITY TOKEN

The security of your access ID, password, PIN and security token is very important. You may be liable for unauthorised transactions to which you contribute by not keeping your password, PIN and security token secure. For EFT transactions, subject to clause 1.7, section 7 governs your liability.

Customers will not breach clause 8.1 in situations where they disclose their access ID and password to Rural Bank or a Bendigo Bank approved service provider provided that the customer has been presented with and consented to the relevant disclosure statements related to such a request.

You must ensure that you:

- keep your password, PIN and security token secure and protected;
- do not tell anyone your PIN or password;
- do not record your PIN anywhere, in electronic or written form;
- do not select a PIN that is easily identified with you (e.g. your date of birth, your name, part of your name, or your phone number);
- do not select a PIN that is a common or easily guessed combination (e.g. repeated or consecutive numbers such as 1234 or 5555);
- do not provide your PIN, physical security token or password to any person (including a family member or a friend);
- do not allow any unauthorised person to observe or hear your PIN or password;
- only install a soft security token on a device which is and remains in your possession and secured by an access security feature which is only known by or unique to you such as a personal identification number, passcode, password or biometric login;
- keep any physical security token issued to you and any device which you have installed a soft security token in a secure place, do not give it to any other person and regularly check that the physical security token and any device on which you have installed a soft security token remains in your possession; and
- if your physical security token requires the use of a PIN, not disclose that PIN to any other person.

You must also ensure that your authorised users do each of these things.

8.2 LOSS, THEFT AND UNAUTHORISED USE OF YOUR ACCESS ID, PASSWORD, PIN AND SECURITY TOKEN

You must notify us immediately if:

- (a) any record you may have of your PIN or password, or any record an authorised user may have of their PIN or password, is lost or stolen;
- (b) someone steals a physical security token or a device on which a soft security token is installed from you or your authorised user;
- (c) you or your authorised user lose your physical security token or a device on which a soft security token is installed; or
- (d) you or your authorised user becomes aware or suspects that another person knows your or their PIN or password, or has used your or their PIN or password without their or your authority.

8.3 FROM WITHIN AUSTRALIA

You can contact our Customer Service Team on 1300 660 115 during normal business hours for any issues relating to the use and security of your access ID, password, PIN and security token.

8.4 FROM OVERSEAS

You can contact us while overseas by phoning +61 8 7109 9207 or by fax on +61 8 8121 0106.

Any unreasonable delay in notifying us may expose you to liability for losses incurred as a result of unauthorised access or transactions. Liability for unauthorised EFT transactions is set out in clause 7.2.

You are not liable for any unauthorised transactions which could have been prevented during any period of unavailability of all these contact points, as long as you notify us within a reasonable time of a contact point becoming available.

When you report the loss, theft or unauthorised use of your PIN or password, you will be given a notification number which you should retain as evidence of the date and time of your report.

You should confirm any verbal notification via secure email as soon as possible.

Section 9 – Rural Bank ONE Comparison Table – Access Features

	Rural Bank ONE Saver	Rural Bank ONE Term Deposit ⁹	Variable Rate Farm Management Deposit	Fixed Rate Farm Management Deposit ⁹
ELECTRONIC ACCESS				
Internet Banking including Pay Anyone ¹	✓	View only access ²	✓ ³	View only access
Phone Banking	✓	View only access ²	✓ ³	View only access ²
Direct Credits	✓	At account opening and renewal only	✓ ³	At account opening and renewal only
Inward Direct Debits ⁴	x	At account opening and renewal only	x	At account opening and renewal only
Pay bills using BPAY ^{®5}	✓	x	✓ ³	x
Make periodical payments	x	x	x	x
OVER THE COUNTER				
Staff assisted transfers to another RB account or to another financial institution	x	x	x	x
Deposit cash to your account	x	x	x	x
Deposit cheques into your account	Not at account opening ⁷	At account opening and renewal only ⁸	✓ ³	At account opening and renewal only ⁶
OTHER				
Visa Debit Card	x	x	x	x
Corporate/Personal Cheques	x	x	x	x

✓ = Available x = Not available

1 Pay Anyone users require a security token to access this service.

2 View only access has limited functionality. You will not be able to transfer funds between accounts or use BPAY[®] or Pay Anyone.

3 Minimum transaction is \$1,000.

4 Refers to a direct debit made from another financial institution which is paid into your account.

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

6 Minimum opening deposit is \$5,000. No deposits allowed after the completion of the 'opening deposit' timeframe until the account matures.

7 Cheques, traveller's cheques, international drafts and money orders are not accepted to open a Rural Bank ONE Saver account.

8 We are unable to accept traveller's cheques, international drafts or money orders to open your account however we will accept cheques payable to Rural Bank or to the account holder to open a Rural Bank ONE Term Deposit. Where a Rural Bank ONE Term Deposit is opened via cheque, funds will only be redeemed by a 'not negotiable' corporate cheque (fees may apply) in the exact name of the Rural Bank ONE Term Deposit account holder and posted to the residential address recorded for that account.

9 Withdrawals may not be available for up to 31 days or until the next maturity date if sooner, unless you prove financial hardship. An interest rate reduction may apply. Refer to the relevant Terms and Conditions - clause 5.2 (Rural Bank ONE Term Deposits) or clause 6.2 (Rural Bank ONE FMDs).



Rural Bank – A Division of Bendigo
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This document has been prepared without taking into account your personal circumstances, objectives, financial situation or needs. Terms, conditions, fees and charges and apply. Full details are available by phoning our Customer Service Team on 1300 660 115, online at www.ruralbank.com.au, or by visiting your local branch or Rural Bank representative.

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