

Member Guide to Transaction Banking Product Disclosure Statement

Effective 1 March, 2018.

IMB Ltd trading as IMB Bank
ABN 92 087 651 974
AFSL/Australian Credit Licence 237 391



Unless You have already accepted this agreement, the first time You, or any Additional Cardholder use any of the financial products or facilities to which this PDS applies, You automatically indicate that You understand and agree to be bound by the terms and conditions contained in this PDS which apply to each product.

This Product Disclosure Statement (PDS) is an important document. It provides You with information about the products and Payment Facilities set out below so You can decide whether or not to acquire them and You can compare them to similar products and Payment Facilities.

This PDS is effective on 1 March, 2018.

This PDS applies to the following financial products and Payment Facilities:

Financial Products

Personal Banking

- Zoo Account
- Everyday Account
- Everyday Unlimited Account
- Everyday Unlimited Kick Start Account
- Cash Management Account
- Reward Saver Account
- Reward Saver Kick Start Account
- Christmas Club Account
- Wisdom Saver Account (passbook or Card)
- Term Deposits, Regular Money Plans and Negotiable Interest Term Accounts (NITA) for terms of 5 years or less

Business Banking

- Business Transaction Account
- Business Cash Management Account
- Business Tax Management Account
- Real Estate Business Account
- Real Estate Trust Account
- DIY Super Account
(for registered self managed superannuation funds)

Products no longer available as a new Account

- Optimiser Account
- Blue Chip Account
- Junior Saver Account
- Balance+ Account
- Business Card Account
- Home Saver Account
- eSaver Account

Payment Facilities

- BPAY® payment - ®Registered to BPAY Pty Ltd ABN 69 079 137 518
- Card
- Cheque
- Direct Debit
- Direct Credit
- EFT
- Internet Banking
- Mobile Banking App
- Telephone Banking
- Periodical Payment
- Osko Payment

This document also applies to:

- 100% Off-Set Facility
- Personal Credit Line Facility
- A Payment Facility You use to make payments into or out of an IMB Loan Product

This individual document does not contain all the information We must give You before You are provided with deposit Accounts, Payment Facilities or our other facilities.

The PDS consists of the following documents:

- This document, which includes a **Key Features** statement, a summary of the **Costs, Benefits and Risks, Terms and Conditions** and a **statement provided under the National Credit Code**.
- A document named “**PDS – Fees, Charges and Limits**“ which contains applicable fees for Accounts, Payment Facilities and special services and any applicable transaction limits.
- A document named “**PDS - Interest Rates for IMB Products**”.
- Any Supplementary Product Disclosure Statement issued by IMB from time to time.

This PDS is an agreement between You and Us and We may use the words PDS, Product Disclosure Statement and agreement throughout this document interchangeably.

You should read this PDS carefully before acquiring any of the products to which this PDS applies, and keep it for your future reference. If You have any questions, please contact Us.

Should You wish to obtain any more information about any of the products to which this PDS applies, please contact any IMB Branch, or call IMB DIRECT on 133 IMB (133 462).

In this PDS:

- “We”, “Us” or “our” means IMB Ltd trading as IMB Bank ABN 92 087 651 974
- “You” and “your” means the Account Holder. If there is more than one Account Holder, “You” and “your” means each of You separately and jointly.

This PDS is issued by:

IMB Ltd trading as IMB Bank ABN 92 087 651 974 AFSL/Australian
Credit Licence 237 391

You can contact Us at any IMB Branch or by mail at:

253-259 Crown Street, Wollongong NSW 2500

By phone:

133 IMB (133 462)

By phone from outside Australia:

+61 2 4298 0111

By fax:

02 4229 4606

Internet:

www.imb.com.au

You agree that this agreement and the use of the Accounts and Payment Facilities covered by this agreement are governed by the law in NSW and You irrevocably and unconditionally submit to the non-exclusive jurisdiction of NSW courts.

Any advice contained in this document has been prepared without taking into account your objectives, financial situation or needs. Before acting on any advice in this document, You should consider whether it is appropriate for your circumstances.

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Using your IMB deposit products or Payment Facilities, You can:

- Deposit money into an Account We establish for You;
- Earn interest on the money deposited into that Account, depending on the terms and conditions of your Account;
- Withdraw that money at any IMB Branch or, if You have one of our Payment Facilities, using that Payment Facility. There are limits and restrictions that apply to withdrawals;
- Use one of our Payment Facilities to perform a transaction. There may be limits and restrictions that apply to transactions;
- Confirm your Account balance and transactions made using your Account using one or more of the following facilities:
ATMs, Internet Banking, the Mobile Banking App, Telephone Banking and over-the-counter at any IMB Branch. We will also issue regular statements recording transactions on your Account, unless your Account is a Passbook Account.

Section 5, entitled Terms and Conditions, sets out and explains, in further detail, the way in which these features operate.

The costs of using these products and facilities are set out in the **PDS – Fees, Charges and Limits**.

Transaction fees and Account keeping fees may apply to our deposit Accounts and Payment Facilities. In addition, You may incur other fees where We carry out special services.

In addition, there will be an additional cost to You if, where it is permitted by this agreement, You withdraw funds before maturity from a Term Deposit, Regular Money Plan or Negotiable Interest Term Account (NITA). In these circumstances, the amounts withdrawn may incur an interest rate reduction of up to 3% p.a. for up to 12 months (clauses 42, 43 and 44).

Your Account can have the following Payment Facilities:

- BPAY Payment
- Card
- Cheque
- Direct Debit
- Direct Credit
- EFT
- Internet Banking
- Mobile Banking App
- Telephone Banking
- Periodical Payment
- Osko Payment

The benefits of these Payment Facilities include:

- You are able to make payments outside business hours;
- Although not without risk, use of Payment Facilities may reduce the risks associated with loss or theft of cash. As explained in Section 5 entitled Terms and Conditions, use of certain Payment Facilities is subject to dispute resolution procedures which provide for allocating loss for Unauthorised Transactions and procedures for reporting and investigating Mistaken Internet Payments;
- You can pay bills in advance;
- With some of these Payment Facilities (eg BPAY, Osko Payments, Cheque, Internet Banking, the Mobile Banking App and Telephone Banking) You will have a receipt or transaction number;
- Internet Banking, the Mobile Banking App and Telephone Banking allow You to access your Accounts, make Account enquiries and transfer money between Accounts (subject to any applicable facility restrictions and daily transaction or Authentication Limits);
- Depending on the way in which they are used, Payment Facilities may provide a more cost efficient way for You to make payments when compared to cash.

The risks associated with these Payment Facilities will depend in part on the way You use them. Those risks include:

- Unauthorised, fraudulent or mistaken use of a Payment Facility by a third party may occur including where your means of access to the Payment Facility is disclosed, lost or stolen - see clauses 59 and 60.1;
- Mistaken Internet Payments where funds are paid into the account of an Unintended Recipient as a result of a User entering a BSB and/or Account number that does not belong to the intended recipient—see clause 60;

- Technical errors or difficulties affecting the system used for processing payments may, among other matters, prevent the timely and accurate completion of your payments;
- If You disclose your Access Codes or Access Identifiers to an aggregation service You may be liable for any operation to your Account carried out through or by that aggregation service - see clause 15;
- Information available through the Payment Facilities, such as Account balances or transaction records, may not always be complete and up-to-date;
- If You have a Card which is magnetically encoded and the Card is exposed to a strong magnetic field or comes into contact with a plastic security access card, the encoded information may be destroyed - the Card may then be unusable in electronic terminals;
- As referred to in clauses 3, 6, 50, 56.7.3, 56.16, 56.17, 61.8 and 62.14, We may close your Account or suspend your access to it, cancel or suspend any Card and/or limit your access to a Payment Facility in certain circumstances;
- Direct debits and periodic payments may continue to be debited from your Account even after You have cancelled them;
- You may not earn interest on part or all of your funds if You make certain payment instructions outside business hours and the funds are held by Us awaiting processing on the next Business Day (see clause 13 and 61.9); and
- If You make an incorrect payment it may not be possible to stop or alter that payment before it is processed.
- To reduce these risks, You should ensure that You comply with the provisions We set out in this PDS to protect the security of the Payment Facilities offered with your Account and carefully check your statements and notify Us of any errors. Some Payment Facilities have specific rules which affect what You must do to reduce risks arising from your use of Payment Facilities or the extent of your liability arising from those risks;
- We do not warrant that any Interface allowing You to access or transact on your Account, is available and functional at all times. This includes, but is not limited to, ATMs, EFTPOS, Internet Banking, the Mobile Banking App, Telephone Banking, Branches, Interfaces offered by other institutions or any other Interface that We make available from time to time.

IMB is an Authorised Deposit-Taking Institution (“ADI”) regulated by the Australian Prudential Regulation Authority under the Banking Act (Cth) 1959.

We warrant that We will comply with the requirements of the ePayments Code. In the case of recipients of income support payments from DHS or DVA, any off-set action undertaken will conform to the provisions of the Code of Operation: Recovery of Debts from Department of Human Services, Income Support Payments or Department of Veteran’s Affairs Payments.

The following laws, rules and/or procedures also apply to use of our Accounts and Payment Facilities:

- Deposit Accounts and non-cash Payment Facilities are subject to the Corporations Act (Cth) 2001;
- Cheques are subject to the requirements of the Cheques Act 1986;
- BPAY is subject to rules which apply to financial institutions and other participants in the BPAY Scheme. Those rules require Us to include terms and conditions affecting your use of BPAY in our terms and conditions with You;
- Direct debit arrangements You may make with another person to authorise that person to debit your Account are subject to rules and procedures relating to the Bulk Electronic Clearing System (“BECS”), which, among other matters, require that that person include terms and conditions affecting your use of direct debit in a Direct Debit Service Agreement which they must give to You;
- Debit Cards (when operated with a remote Access Code such as a PIN), and payments made using Internet Banking, the Mobile Banking App and Telephone Banking (other than those involving BPAY) are subject to rules and dispute resolution procedures prescribed by the ePayments Code. These rules are reflected in the terms and conditions set out in Section 5, Part E entitled Electronic Banking, Cards and Personal Credit Line;
- Osko is subject to the rules which apply to financial institutions and other participants in the NPP and Osko. Those rules require Us to include terms and conditions affecting your use of Osko in our terms and conditions with You.

You agree to be bound by our Constitution which may be inspected or a copy obtained at any of our Branches, or from our website at www.imb.com.au.

Subject to the additional information below, this PDS contains all the information You need to know and agree to:

- Before opening or transacting on any of our deposit Accounts;
- When using any Access Facility permitting transactions on your Account by the combined use of an Access Device and Access Code (including a PIN), by use of an Access Device alone, by the combined use of an Access Identifier and Access Code (including an Internet Banking password) or by use of an Access Identifier or Access Code alone—this includes but is not limited to, ATMs, PINpads, EFTPOS Devices, Internet Banking, the Mobile Banking App and Telephone Banking; and
- Where your Account does not have a Personal Credit Line facility attached.

Where your Account has a Personal Credit Line facility attached or You are using a Payment Facility to access a Loan Product, this PDS does not contain all the terms of the Loan Contract or all of the information We are required by law to give You before this agreement is formed. Further terms and information are in the Personal Credit Line facility Schedule or in the Loan Contract. Details of this can be obtained by contacting any IMB Branch or by calling IMB DIRECT on 133 IMB (133 462).

In considering what terms and conditions apply to You, You should note that:

- Any of this PDS which relates solely to a Personal Credit Line facility only applies if You are an Account Holder with a Personal Credit Line facility attached to your Account;
- Where You have a Blue Chip Account, any references in this PDS to using Branch services do not apply to your Account - however IMB DIRECT is available for your enquiries on 133 IMB (133 462); and
- If You have a Card, these conditions only apply to Cards that have been issued by Us. They do not apply to Cards that have been issued by other financial institutions.

It is very important that You read and fully understand this PDS as it sets out your rights and responsibilities when operating your Account with Us. We recommend that You keep this brochure handy for future reference.

If there is anything You do not understand, You may also obtain additional information about:

- Account opening procedures;
- Our confidentiality procedures;
- Dispute handling procedures;
- Combining Accounts;
- Cheques and cheque clearing;
- Financial difficulty; and
- Account terms and conditions,

from any IMB Branch or by contacting IMB DIRECT on 133 IMB (133 462).

Section 5 of this PDS applies as follows:

- Part A:** Clauses 1 to 19 - General terms and conditions which apply to all Accounts and facilities
- Part B:** Clause 20 to 44 - Terms and conditions applying to deposit Accounts only
- Part C:** Clauses 45 to 51 - Terms and conditions applying to cheque facilities
- Part D:** Clause 52 - Terms and conditions applying to passbooks
- Part E:** Clauses 53 to 60 - Terms and conditions applying to Electronic Banking, Cards and Personal Credit Line
- Part F:** Clause 61 - Terms and conditions applying to BPAY
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Part A: General Conditions of Use

1. Important words

Access Code means your personal Access Code or password or any other similar information issued to You by IMB which may be required in order to access your Accounts or perform certain actions and which is required to be kept secret. This includes but is not limited to PINs, your App PIN, your Internet Banking password and/or your Teleservices Password

Access Device means any instrument issued by Us for You to access your Account, including but not limited to a Card, token or biometric reader

Access Facility means an arrangement We authorise You to use to instruct Us, through Electronic Equipment or an electronic Interface, to debit or credit an Account

Access Identifier means information issued to You by IMB which may be required in order to access your Account or conduct a transaction but which is not required to be kept secret. This includes but is not limited to Account numbers, Card numbers and Card expiry dates

Account an Account We establish in your name or in your name jointly with another person/s or in the name of a business in the case of an approved business entity

Account Holder means the person or entity who owns the Account

Additional Cardholder means a person to whom a Card has been issued at your request under clause 56.6 of this PDS

Agreed Line Of Credit means the Account limit or credit arrangement existing on a Linked Account, as You and We agree from time to time

App PIN means an Access Code You may use to access the Mobile Banking App

ATM means an automatic teller machine owned by Us or another third party

Authentication means a mechanism by which IMB confirms the identity of the party involved in the transaction

Authentication Limit is the daily cumulative dollar value limit of transactions that can be performed within the Internet Banking facility without the requirement for Authentication

Authorised Deposit-Taking Institution or **ADI** has the same meaning as Authorised Deposit-Taking Institution in the Banking Act 1959 (Cth)

Authority to Operate or **ATO** means a person who has Authority to Operate on another person's or entity's Account and may also be referred to as an 'authorised agent'

Biller means a person or Organisation which issues bills that You can pay using BPAY

BPAY means BPAY Pty Ltd ABN 69 079 137 518

BPAY Payment means a payment to a Biller made using BPAY

Business Day means a day when We are open for normal business in New South Wales other than a Saturday or Sunday or a National or New South Wales Public Holiday

Card means any Visa Card or Cashcard We issue to You or an Additional Cardholder for use on your Account

Clearing Account means the Account conducted for our members with the Wollongong branch of WBC

Default Fee means the Default Fee payable under clause 10.4 of Section 5, Part A of this PDS

Delegated User means a person with an Authority to Operate whose access to the Account Holder's Accounts is limited at the discretion of the ATOs on that Account. Delegated Users can be authorised to operate on your Account via Internet Banking and the Mobile Banking App only

Device means a physical and/or electronic Device capable of being used to store an Access Code. This includes but is not limited to calculators, personal computers, diaries, personal organisers, mobile phones and portable computers

Duplicate Osko Payment means a correctly directed Osko Payment which has been inadvertently made more than once by You

EFT Transaction means a transfer of funds initiated by an instruction You give via an Access Facility using an Access Device, Access Identifier and/or Access Code (including a PIN) to debit or credit an Account

EFTPOS means a point of sale electronic banking facility available at retail or wholesale outlets

Electronic Equipment means a Device that You use to access or effect a transaction in Internet Banking or the Mobile Banking App including but not limited to a PC, mobile phone, smart phone or tablet computer

Electronic Identification Verification means the verification of your identity under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) using electronic data

E-mail means electronic mail message

Error Osko Payment means an Osko Payment made by an Osko Payer who is not a 'User' for the purposes of the ePayments Code which is erroneously credited to the wrong Account because of the Osko Payer's error

eStatement means your statement as provided to You in Internet Banking

Extreme Carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour

Foreign Cheque means a cheque drawn on an overseas financial institution

Interface means any Access Facility permitting transactions on your Account by the combined use of an Access Device and an Access Code (including a PIN), by the combined use of an Access Identifier and an Access Code (including an Internet Banking password) or by use of an Access Device, Access Code or Access Identifier alone. It includes ATMs, PINpads, internet, telephone and EFTPOS outlets and any other Interface We make available from time to time and, where the context in this PDS requires it, also includes non-electronic facilities for conducting the transactions above

Internet Banking Password means the Access Code You use in conjunction with your member number to access Internet Banking

Internet Banking Transaction means any transaction on a nominated Account that is conducted through IMB's Internet Banking facility. It includes **BPAY** Payments, Osko Payments, payments to third party Payees, internal payments to You or other IMB members and batch payments. It does not include transactions made using the Mobile Banking App

Linked Account means any Account which is linked to your Card

Loan Contract means the documents making up a Loan Contract for a Loan Product

Loan Product means a loan or credit product provided by IMB and includes but is not limited to a Personal Credit Line facility, an IMB home loan, IMB Reverse Mortgage or Aged Care Loan, IMB Equity Line, Package Equity Line or Equity Line Advantage, IMB Professional Equity Line, IMB Business Banking Overdraft Facility or Commercial Credit Line, Commercial Loan & Fully Drawn Commercial Loan

Misdirected Osko Payment means an Osko Payment erroneously credited to the wrong Account because of an error in relation to the recording of the PayID or associated Account information in the PayID Service

Mistaken Internet Payment means a payment by a User to a third party Payee using an internet banking facility including Internet Banking and the Mobile Banking App where funds are paid into the Account of an Unintended Recipient because the User enters or selects a BSB number and/or Account number that does not belong to the named and/or intended recipient as a result of:

- the User's error, or
- the User being advised of the wrong BSB number and/or Account number.

This does not include payments made using BPAY or Osko

Mistaken Osko Payment means an Osko Payment made by an Osko Payer who is a 'User' for the purposes of the ePayments Code which is erroneously credited to the wrong Account because of the Osko Payer's error

Mobile Banking App means the facility You use to access your Accounts and conduct transactions via a dedicated application for a Mobile Device

Mobile Banking App Transaction means any transaction on a nominated Account that is conducted through the Mobile Banking App. It includes BPAY Payments, Osko Payments, payments to third party Payees and internal payments to You or other IMB members

Mobile Device means portable Electronic Equipment and includes but is not limited to a mobile phone, smart phone or tablet computer

Nominated E-mail Address means the E-mail address You nominate to receive information from IMB including information regarding BPAY View® if You are registered for BPAY View

NPP means the New Payments Platform operated by NPP Australia Limited

NPP Payment means a payment cleared and settled via the NPP. It includes an Osko Payment

Organisation means a natural person (i.e. an individual) acting in their capacity as a trustee, sole trader or partner of a partnership; a body corporate in its personal capacity or as a trustee; a government agency; an unincorporated body or association; or a firm or partnership

Organisational Osko Payer means an Osko Payer that is an Organisation

Organisation ID means an identifier for a customer that is a business customer or Organisation, constructed by Us as <business name> and/or <description of business/campaign/product> and/or <geographic location/state>

Osko means the Osko payment service provided by BPAY as described in Part G of this PDS

Osko Adjustment means a transaction initiated by Us or You to adjust or reverse an Osko Payment which has already been cleared and settled

Osko Overpayment means a correctly directed Osko Payment where the amount has inadvertently been submitted for an amount greater than intended

Osko Payment means an NPP Payment made by or on behalf of an Osko Payer to an Osko Payee using Osko

Osko Payment Return means an NPP Payment made by or on behalf of an Osko Payer who has received an Osko Payment and which is made in response to a request for a return of that payment by the original Osko Payer's financial institution

Osko Payee means a customer who uses Osko to receive Osko Payments or Osko Adjustments

Osko Payer means a customer who uses Osko to make Osko Payments or Osko Adjustments

Osko Payment Direction means a direction from an Osko Payer to effect an Osko Payment or Osko Adjustment

Osko Transaction means an Osko Payment or Osko Adjustment

OTP means **One Time Password** which is received by You by either SMS to your mobile phone or by calling IMB Direct on 133 462 or in any other manner specified for a particular product or facility for the purpose of performing certain actions such as changing your personal details or authenticating Payees or Billers or payments which require Authentication and is valid only for the Internet Banking session in which the OTP is requested

Payee means a person or entity to whom You request Us to make a payment using funds from your Account

PayID means a smart address for NPP Payments composed of a permitted PayID Type linked to a nominated Account with Us

PayID Name means the name We give You to identify You to Osko Payers when your PayID is used to make an NPP Payment

PayID Service means the central payment addressing service which is available for addressing NPP Payments

PayID Type means a piece of recognisable and memorable information that can be linked to a nominated Account to create a PayID. Supported PayID Types include phone number and E-mail address or as otherwise advised from time to time

Payment Facility means any method of payment approved by IMB and includes but is not limited to a BPAY Payment, Osko Payment, Card, Cheque, Direct Debit, Direct Credit, EFT Transaction, Internet Banking, the Mobile Banking App, Telephone Banking and Periodical Payment

Personal Information includes a person or Organisation's name, contact details, date of birth, gender, relationships, account details, transactional history, financial position, place of employment, credit history, identifiers assigned by the government such as your tax file number, Australian Business Number or Australian Company Number and any other information or opinion about a person whose identity is apparent or can be ascertained from that information or opinion

PIN means a **Personal Identification Number**, word or combination of letters and/or numbers used in conjunction with a Card

PINpad means an electronic Device which allows You to identify yourself using your PIN rather than your signature or another form of identification

Receiving Institution means an ADI whose customer has received an internet payment

Schedule means the personalised Schedule prepared for You (where your Account has a Personal Credit Line facility attached) setting out details of your Account, any Linked Account and other information

Secure E-mail means the E-mail Account You access through your Internet Banking and which IMB will from time to time communicate with You through

Sending Institution means an ADI whose customer has made an internet payment

SMS 2FA or Two Factor Authentication is a term used to describe any Authentication mechanism where more than one thing is required to authenticate a User

Teleservices Password means the password You are required to provide to IMB staff before discussing your Accounts over the phone through IMB's Call Centre or when obtaining an OTP

Unauthorised Transaction means a transaction which is not authorised by the User or is executed without the User's knowledge or consent

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

User means You or an individual who is authorised by You to perform transactions on an Account, including but not limited to a person authorised under clause 7.3

View Only means the level of access that an Account owner can grant to an ATO or Delegated User which limits the ATO or Delegated User's access to viewing the Accounts only (no transacting can take place)

WBC means Westpac Banking Corporation

We or Us or IMB means IMB Ltd trading as IMB Bank ABN 92 087 651 974

You means each person named as an Account Holder but does not include an Additional Cardholder. If there is more than one Account Holder, You means each Account Holder separately and every two or more Account Holders jointly. You also includes your successors and assigns

Words importing persons shall extend to and include corporations; words importing the masculine gender shall extend to and include the feminine and neuter gender; and words importing the singular or plural number shall extend to and include the plural or singular number respectively.

2. Changes to this PDS

Acting reasonably, We may change any of this PDS from time to time. We will give You at least 30 days notice prior to the change taking effect if We:

- a) Increase or introduce a new fee or charge (other than a government charge);
- b) Change the frequency that interest is debited or credited;
- c) Change the frequency of repayments under a credit contract;
- d) Change the method of calculating interest; or
- e) In relation to an EFT Transaction:
 - i) Impose or increase charges relating solely to the use of an Access Device (such as a Card) or Access Code (such as a PIN), or the issue of an additional Access Device or Access Code or replacement Access Device or Access Code;
 - ii) Increase your liability for losses; or;
 - iii) Impose, remove or adjust a daily transaction limit or other periodic transaction limit.

If We make any of the changes listed in the paragraph above, We will notify You in one of the following ways:

- By writing to You directly or notifying You by placing a notice in a major national newspaper, depending on the nature of the change;
- Electronically (where the ePayments Code permits);
- By placing a notice in your statement of Account or other material We send to You.

We will notify You of any other changes on or before the day the change takes effect in one of the following ways:

- By placing a notice in a major national newspaper;
- In writing, or by placing a notice in your statement of Account or other material We send to You;
- By placing information on our website www.imb.com.au or on your Internet Banking log on page or within the Mobile Banking App;
- By sending You a Secure E-mail;
- In any other way agreed to by You.

We need not give You notice when changes are necessitated by an immediate need to restore or maintain the security of the system or individual Accounts. This includes for the prevention of systematic or individual criminal activity, including fraud.

3. How can my Accounts be closed, my Account access be suspended or my Payment Facilities cancelled?

3.1. Breach of this PDS

If You breach any of the terms and conditions of this PDS, We may do any or all of the following:

- Close one or more of your Accounts (clause 56.17 will apply);
- Cancel any Card, chequebook or passbook (clause 56.16 and 50 will apply); or
- Require the return of any Card, chequebook, passbook or Payment Facility (clause 56.17 and 48 will apply);
- Cancel the credit limit, and/or enforce our rights in relation to the security under a Loan Contract, in accordance with that Loan Contract.
- Suspend your access to one or more of your Accounts, which may include suspension of any Cards, chequebooks, Internet Banking or any other Payment Facilities including the Mobile Banking App and direct credits and debits.

Also, You must pay the enforcement expenses and any other enforcement costs which We reasonably incur.

3.2. By You

You or any other authorised person can close your Accounts by telephoning IMB DIRECT on 133 462, visiting an IMB Branch, or submitting a request in writing to IMB. You should also refer to clauses 48 and 56.17 in relation to your obligations upon Account closure.

3.3. By Us

3.3.1 We may close your Account, including where:

- You cease to be a member of IMB;
- Your Account balance falls below the minimum balance requirement;
- You or your agent engage in unsatisfactory conduct towards our staff or the staff of organisations with which We have a business relationship;
- We perceive that there is a fraud risk associated with the continued use of your Account;
- The Account Holder does not meet the eligibility requirements for a particular Account as set out under Section 5, Part B;
- The Account is being used for a purpose which is not permitted as set out under Section 5, Part B; or
- After a period of suspending access to your Account in accordance with clause 3.3.2, We determine, in our absolute discretion, that closing the Account is appropriate.

If We close your Account, We will notify You in writing at the address shown in our records and enclose a cheque for the net

credit balance of the Account. You should also refer to clauses 48 and 56.17 in relation to your obligations upon Account closure.

In order to close an Account or otherwise deal with funds in an Account following the death of an Account Holder, We may require the production of any or all of the following: a death certificate; valid will; grant of probate or letters of administration; and such other documentation We determine from time to time.

3.3.2 We may suspend your access to one or more of your Accounts, including where:

- You or your agent engage in unsatisfactory conduct towards our staff or the staff of organisations with which We have a business relationship;
- We perceive that there is a fraud risk associated with the continued use of your Account;
- We become aware of a dispute in relation to your Account, the operation of your Account (including in relation to who is authorised to operate your Account) or the facilities attached to your Account; or
- Acting reasonably and with regard to any relevant legal obligations, We otherwise determine that suspending access to one or more of your Accounts is appropriate.

Suspension of access to your Account may mean that You are unable to make deposits or withdrawals to/from your Account, including via use of chequebooks, Cards, Internet Banking and/or the Mobile Banking App. Suspension of access may affect the ordering or cancellation of Account facilities and may also affect direct credit and debit facilities that are in place in relation to the Account.

We may prevent access to the Account in this way until We are reasonably satisfied that the fraud risk has been mitigated, the dispute has been resolved or until We, in our discretion, otherwise decide that normal access should be restored. We may, in our discretion, make exceptions to these rules from time to time.

3.4. **Calculation of your closing balance (Termination Value) if your Account is in credit**

The net credit balance of your Accounts is calculated as the available credit balance plus credit interest (if any) accrued to the date of closure, less any accrued debit interest, Account fees and government charges applicable at the closing date. An interest rate reduction may apply when You are permitted by this agreement to withdraw funds before maturity from a Term Deposit, Regular Money Plan or Negotiable Interest Term Account (NITA).

If a bonus interest rate is applicable to your Account (refer to the **PDS - Interest Rates for IMB Products**), the closure of the Account will result in the forfeiture of bonus interest for the

month in which the closure occurs, or in the case of a Christmas Club Account, altogether if the Account is closed prior to 1 November.

3.5. Calculation of your closing balance (Termination Value) if your Account is in debit

We cannot make available any uncleared funds at the time of Account closure until those funds have been cleared. If the Account has a debit balance, You must pay Us the outstanding balance plus any accrued interest, Account fees and government charges applicable up to the closing date. The amount You must pay Us will be reduced by the amount of any credit interest (if any) accrued to the date of closure.

You should also refer to **clause 7.1** entitled **Maintaining Your Account Balance**.

4. Financial difficulties

If You owe Us an amount and You are experiencing financial hardship You should promptly inform Us.

If the amount You owe Us is in relation to a Loan Contract, You may be able to seek assistance under the provisions of the National Credit Code. If You are unable reasonably, because of illness, unemployment, maternity leave, unexpected medical expenses, relationship breakdown, imprisonment, reduced income, business failure or other similar unforeseen circumstance, to meet your obligations under a Loan Contract, You may discuss with Us the hardship relief options that may be available to You under the National Credit Code, by calling Us on 133 462.

5. Personal Information

5.1. Privacy

IMB is committed to the protection of your Personal Information. We collect Personal Information to provide, manage and administer the products and services that We provide now and in the future. For information on how IMB holds, uses and discloses Personal Information, and for details of how You can gain access to, or seek the correction of the Personal Information We hold, or how You may complain about a privacy related matter, please refer to IMB's Privacy Notice and Privacy Policy which are updated from time to time and are available on our website at www.imb.com.au/privacy, from one of our branches, or by calling 133 462.

5.2. Change of address

You must tell Us and ensure that any Additional Cardholder tells Us in writing, by Secure E-mail through IMB Internet Banking, by coming into any IMB Branch or by contacting IMB DIRECT on 133 IMB (133 462) of any changes to your residential or postal address.

6. Withdrawal and transaction limits

6.1. Withdrawal limits

A maximum daily cash withdrawal limit per Account or Card applies. Any cash You withdraw through a domestic or overseas ATM, an EFTPOS device or an IMB Branch makes up part of your daily cash limit. At least 24 hours notice is required to withdraw any amount in excess of the withdrawal limit and a fee may apply.

6.2. Transaction limits

6.2.1 Card transaction limits

A maximum daily transaction limit per Card may apply to transactions performed using your Card. Any transactions performed using your Card, including but not limited to transactions performed at a merchant or with a merchant over the phone or internet, make up part of this daily transaction limit. Different Cards may have different transaction limits.

6.2.2 Internet Banking and the Mobile Banking App transaction limits

A maximum daily transaction limit per member may apply to transactions performed within Internet Banking and via the Mobile Banking App. Any transactions performed within Internet Banking or via the Mobile Banking App, including but not limited to forward dated and regular (periodic) transactions may make up part of any daily transaction limit for the day the transaction is performed.

6.2.3 Maximum daily transaction limits

The current maximum daily transaction limits are set out in the **PDS – Fees, Charges and Limits**.

6.3. Limits on transactions performed overseas

Lower maximum daily transaction limits per Card may apply to transactions performed in certain overseas locations. Different overseas locations may have different maximum daily transaction limits. A transaction is performed overseas where the merchant You are transacting with, including over the phone or internet, is located overseas. The current daily transaction limit per Card applicable to overseas locations are set out in the **PDS - Fees, Charges and Limits**. We recommend You refer to the **PDS - Fees, Charges and Limits**, or visit www.imb.com.au to ascertain the transaction limits before You travel overseas or transact with a merchant located overseas.

6.4. Changes to withdrawal and transaction limits

We may in our absolute discretion change the withdrawal limit or transaction limits in accordance with clause 2.

7. Operating your Account

7.1. Maintaining Your Account Balance

If You request Us to make a payment through a Payment Facility to which this PDS applies, and there is not enough money in your Account to meet the value of the requested payment, or by making that payment, You will exceed the credit limit set out in your Loan Contract, We may dishonour that payment. If We do so, We will charge You a dishonour fee. The amount of any dishonour fee imposed by Us is set out in the document entitled **PDS - Fees, Charges and Limits**.

Notwithstanding that a payment would mean that:

- a) your Account is overdrawn; or
- b) You would exceed the credit limit set out in your Loan Contract,

We may in our absolute discretion allow the payment to be processed and your Account to be overdrawn or your credit limit to be exceeded. Where your Account is overdrawn or You have exceeded any applicable credit limit, You must immediately repay any overdrawn amount.

If We honour your requested payment, and your Account becomes overdrawn or your credit limit is exceeded, We will treat the payment as an application for unplanned credit. We may charge You an honour fee for providing You with this service and allowing your payment to be made and:

- a) We may charge You and debit your Account with interest on any amount overdrawn in your Account from the day your Account becomes overdrawn until repayment, at the interest rate shown in the **PDS – Fees, Charges and Limits**. Interest charges will be calculated daily and charged to your Account monthly;
- b) We may also charge You a Default Fee if You do not repay the overdrawn amount or return your Account balance to below the credit limit immediately (refer to clause 10.4);
- c) We may charge You enforcement costs which We reasonably incur if We need to recover any amount You owe Us;
- d) We may close your Account if You do not repay any amount overdrawn or remain in excess of any applicable credit limit.

The amount of any honour fee imposed by Us is set out in the document entitled **PDS - Fees, Charges and Limits**.

7.2. Joint Accounts

All joint Account Holders shall determine the minimum number of Account Holders who may operate the joint Account. A joint Account Holder may only make a withdrawal, close the Account or otherwise instruct Us in relation to the Account in accordance with this authority to operate.

If there is a dispute about that authority, We may take any action reasonably necessary to protect the funds held in an Account which may include permitting operation on the Account only when all joint Account Holders have signed the necessary authority. This may mean that You are unable to make deposits or withdrawals or request other operations such as change of address or the ordering or cancellation of Account facilities. We may prevent operation on the Account in this way until IMB is reasonably satisfied that the dispute is resolved. We may in our discretion, make exceptions to these rules from time to time.

If the Account Holders wish to vary the authority to operate, they may do so by either visiting an IMB Branch or by contacting IMB DIRECT on 133 IMB (133 462), or writing to Us.

All parties to an Account in joint names will be liable jointly and severally for any liability arising from this PDS or from operations on the Account.

If one joint Account Holder dies, We will treat the balance of the Account as belonging to the living Account Holder, under what is known at law as the right of survivorship.

7.3. Authority to Operate

You may authorise a person to be your authorised agent to operate your Account. By appointing a person as your authorised agent You authorise that person, subject to any requirements or limitations imposed by this PDS from time to time, to operate your Account including conducting any transactions that You could conduct and using or obtaining any facility or service that You could use or obtain.

With the exception of closing the Account or cancelling your Payment Facilities attached to the Account, We will carry out any action or process any transaction (including the withdrawal of all funds held in the Account) on the instruction of an authorised agent. You are responsible for all transactions made by your authorised agent as if You made them yourself and You are responsible for any fees incurred by the agent as a result of the agent operating the Account.

In our discretion, We may impose other limitations from time to time on the range of operations your authorised agent may perform, for example where We suspect fraudulent, suspicious or illegal activity is occurring or has occurred.

You should ensure that your authorised agent has read and understood the relevant terms and conditions for the Account or any facility or service on your Account. You are responsible if your agent does not comply with those terms and conditions.

Unless We otherwise agree, You must tell Us in writing if You wish to cancel an authority given to an authorised agent to operate your Account. You consent to Us giving your authorised agent information about your Account.

8. Statements and monthly payments

You should check the entries on your statement carefully and promptly report any error or Unauthorised Transaction to Us. We set out in clauses 8.1 and 8.2 details of the frequency with which We will provide statements, which will be at least every six months. You may request that We provide You with statements more frequently than this.

8.1. Personal Credit Line facility

Where your Account has a Personal Credit Line facility We provide You with a monthly statement (not always on the same day of each month) for your Account. Unless the law requires Us to do otherwise, We need not provide You with a statement if:

- a) no amounts have been debited or credited to your Account during the statement period and the amount outstanding is below \$10;
- b) We wrote off your debt during the statement period and no amounts have been debited or credited to your Account during the statement period; or
- c) You request Us not to provide You with a statement.

The statement includes:

- a) The start and end dates of the statement period;
- b) The opening and closing balance of your Account;
- c) The due date for the minimum repayment, which is 25 days after the statement date;
- d) The minimum repayment (see below);
- e) The interest charges; and
- f) Fees and charges debited to your Account.

It also lists all transactions processed on the Account and all amounts charged to it, during the month. All amounts requiring payment are shown on the statement in Australian dollars.

You are responsible for paying all amounts shown on the statement but You need not pay the entire closing balance outstanding each month. However, You must pay the minimum repayment by the due date and You may pay more or all of the closing balance outstanding if You wish. The minimum repayment requirement is shown in your Personal Credit Line Schedule.

Any previously billed but unpaid minimum repayment is due and payable immediately. We may charge a Default Fee when You do not pay on time all amounts due under this agreement (see clause 10.4).

8.2. No Personal Credit Line facility

Where your Account does not have a Personal Credit Line facility attached, We will provide You with statements at least every six months.

We need not provide You with a statement if no amounts have been debited or credited to your Account during the statement period and the balance of your Account is zero.

8.3. Joint Accounts

Unless the law requires Us to do otherwise, if You are an Account Holder and have told Us You are living at the same address as another joint Account Holder of the same Account, We may only send one statement of Account to that address. If You have told Us You are living at a different address to another joint Account Holder, We will send statements to both addresses, unless You advise Us otherwise and We agree.

Where your Account is governed by the National Credit Code We will send each joint Account Holder a statement of Account unless the Account Holders have nominated or consented otherwise.

8.4. eStatements - personal Accounts

IMB will provide You with a copy of your statement which You can access in Internet Banking.

You can choose how You wish to receive your statement:

- **Paper** - your statement will be mailed to You
- **Online** - You will be sent an E-mail notification to your Nominated E-mail Address advising You that your eStatement is available to view in Internet Banking. We will not post a statement to You. You need to be registered for Internet Banking to elect to receive your statement online.

We will record your statement preference as either one of the above.

You must be registered for Internet Banking to set your statement preference to online. If your statement preference is set to online it is your responsibility to check your E-mails regularly for the E-mail notifications and to access your eStatement promptly. You must keep your Nominated E-mail Address current and accessible and advise Us as soon as possible of any change. If We become aware that an E-mail notification has failed to deliver because the Nominated E-mail Address is invalid or We get an error response, We will let You know and prompt You to update your details or remedy any problems with your Nominated E-mail Address. If You do not update your details or remedy

the problems with your Nominated E-mail Address, We may recommence sending You paper statements.

You can change your statement preference at any time by changing your preference in Internet Banking, contacting Us on 133 462 or attending a branch.

8.5. eStatements - business Accounts

Statements for business members will be available to be accessed from within Internet Banking by those ATOs authorised by the business to have access to those statements.

The business can choose how it wishes to receive its statements:

- **Paper** - the statement will be mailed to the business' correspondence address
- **Online** - an E-mail notification will be sent to the business' Nominated E-mail Address advising that the business' eStatement is available to view in Internet Banking. A statement will not be posted to the business address.

We will record the business statement preference as either one of the above.

At least one ATO must be registered for Internet Banking and authorised by the business to access eStatements for a business statement preference to be set to online.

It is the responsibility of the business member to check E-mails to their Nominated E-mail Address regularly for notifications and to access the statement promptly. The business must keep its Nominated E-mail Address current and accessible and advise Us as soon as possible of any change. If We become aware that an E-mail notification has failed to deliver because the Nominated E-mail Address is invalid or We get an error response, We will advise and prompt the business to update its details or remedy any problems with the Nominated E-mail Address. If the details are not updated or the problems with the Nominated E-mail Address not remedied, We may recommence sending paper statements.

Only appropriately authorised representatives of the business member can manage the statement preference for the business and allow ATOs access to the business' eStatement from within Internet Banking. To manage statement preferences, please contact Us.

9. Interest charges

In addition to the information in this clause 9, You should refer to the document entitled **PDS - Interest Rates for IMB Products** for details of how interest charges apply in relation to your Accounts.

Interest is calculated on the daily balance at a daily rate equivalent to the annual rate divided by 365. That is:

$$\frac{\text{Daily closing balance} \times \text{Interest Rate (\%)} \text{ p.a.}}{365}$$

9.1. Interest charges You must pay Us on debit balances

Your Account has no interest free days. You must pay an interest charge on each amount debited to your Account from the date shown on your statement for that transaction until the date We receive payment of it in full.

The interest charge for each day is calculated by applying the daily percentage rate to the closing debit balance of your Account.

Any interest charges are calculated daily and then added (debited) to the closing balance every statement date (but are not included in that closing balance for the calculation of interest). If interest charges are not repaid by the statement date, they will be included in the closing balance for the calculation of interest after that statement date.

Details of our current interest rates are available at our Branches or from IMB DIRECT on 133 IMB (133 462).

9.2. Interest charges We must pay You on credit balances

Interest rates may vary with Account balance. Interest rates may vary without notice.

Generally, We pay You interest for each day You have a credit balance for the end of that day. You have a credit balance if there is money in the Account (i.e. You have money on deposit with Us which We are liable to repay to You). However, credit balances below an amount determined by Us from time to time may not earn interest.

See Part B entitled Deposit Accounts, for details on when interest payments will be credited to your Account. Unless otherwise specified, in most cases interest is credited to the Account six monthly. We credit the interest in full if You give Us your tax file number or exemption status. Otherwise We are required by law to deduct tax from it at the highest tax rate and pay it to the Australian Taxation Office.

Any interest credited to the Account is available for your use on the next Business Day after it has been credited to the Account.

You can get details of the current rates for interest earned on credit balances on the Account from the document entitled **PDS - Interest Rates for IMB Products**, www.imb.com.au, any of our Branches or from IMB DIRECT on 133 IMB (133 462).

9.2.1 Accounts with Bonus Interest

Where your Account has a bonus interest rate, You will earn interest on top of any other interest rates applicable to the Account if You have met any specific conditions applicable to the interest calculation period, for example making a minimum deposit and no withdrawals.

Any interest payments made to the Account will not be considered as deposits, and any fees and charges deducted from the Account will not be considered as withdrawals, when determining whether bonus interest is payable.

The conditions for earning any bonus interest available on an Account are set out in the **PDS - Interest Rates for IMB Products**. The criteria that must be met for bonus interest to be paid may be changed by IMB from time to time, for example We may change the minimum deposit amount. Notice of such change will be given by way of a newspaper notice either on or before the day the change takes effect.

Example: NB. The rates and tiers are provided as examples only.

If the tiered and bonus interest rates for a Zoo Account are:

Account Balance	Standard Variable Interest Rate p.a.	Standard Variable Bonus Rate p.a.
\$50,000 and over	0.35%	1.00%
\$20,000 - \$49,999.99	0.30%	1.00%
\$5,000 - \$19,999.99	0.25%	1.00%
Up to \$4,999.99	0.20%	1.00%

and your Account balance is \$3,000.00, then the tiered interest rate applicable is 0.20% p.a. If You meet the conditions for earning bonus interest during the interest calculation period, the bonus rate would also apply and the rate of interest that You would earn is $0.20\% + 1.00\% = 1.20\%$ p.a.

If your Account balance is \$3,000, then the tiered interest rate applicable is 0.20% p.a. If You have not met the conditions for earning bonus interest during the interest calculation period, the bonus rate would not apply and the rate of interest that You would earn is 0.20% p.a.

9.2.2 Accounts with Tiered Interest

Where your Account has interest payable on a tiered basis, one of a number of interest rates will apply to the whole of your Account balance depending on which tier your Account balance falls within during the interest calculation period.

Example: NB. The rates and tiers are provided as examples only.

If the interest rates for the Cash Management Account are:

Account Balance	Standard Variable Interest Rate p.a.
\$250,000 and over	1.75%
\$100,000 - \$249,999.99	1.50%
\$50,000 - \$99,999.99	1.25%
\$20,000 - \$49,999.99	1.00%
\$10,000 - \$19,999.99	0.50%
\$5,000 - \$9,999.99	0.25%
Up to \$4,999.99	0.00%

and your Account has a balance of \$15,000, the applicable interest rate tier is 0.50% p.a. and You would earn this rate on your entire Account balance.

If your Account has a balance of \$300,000, the applicable interest rate tier is 1.75% p.a. and You would earn this rate on your entire Account balance.

9.2.3 Accounts with Step-up Interest

Where your Account has interest payable on a step up basis, different rates are applied to different parts of your Account balance.

Example: NB. The rates and tiers are provided as examples only.

If the interest rates for a Wisdom Saver Account are:

Account Balance	Standard Variable Interest Rate p.a.
\$41,000.01 and over	3.00%
\$2,000 - \$41,000.00	2.00%
Up to \$1,999.99	1.00%

and your Account balance is \$55,000 interest would be calculated at 1.00% p.a. on the first \$1,999.99 of your Account balance, and at 2.00% p.a. on the next \$39,000.00 of your balance, and at 3.00% p.a. on the next \$14,000.01 of your balance.

10. Fees and charges

10.1. General

We may charge You and debit your Account with any fees and charges, including government charges. WBC fees (eg associated with dishonoured cheques, special clearances, etc.) will be payable by You and/or debited to your Account.

For the terms and conditions relating to fees and charges applicable to all Accounts and Payment Facilities refer to the **PDS - Fees, Charges and Limits** which is available from www.imb.com.au, any of our Branches or by contacting IMB DIRECT on 133 IMB (133 462).

Transaction fees will be charged monthly on any transactions in excess of any applicable monthly allowance.

Account keeping fees are charged monthly to any Accounts to which they apply.

Fees and charges for special services are generally charged on the day the service is performed. Fees for some services may be charged monthly. Please refer to any terms and conditions that apply to special services for details on how the fees will be charged.

10.2. Personal Credit Line

Where your Account has a Personal Credit Line facility attached, We may charge the fees and charges shown in the Schedule. From time to time, We will notify You of any introduction of, or changes to, applicable fees and charges (see clause 2).

We will retain or require You to pay any fees and charges incurred before You terminate your Personal Credit Line facility or if You do not draw down the credit available.

10.3. Other Accounts

Where your Account does not have a Personal Credit Line facility attached, We will debit your Account with any fees, charges or levies as fixed by Us and notified to You from time to time.

10.4. Default Fee

Under this agreement, We may charge Default Fees when You are in default because You do not pay on time all amounts due under this agreement or where your Account is overdrawn for any reason.

Where You have a Personal Credit Line facility attached or You are using a Payment Facility in relation to a Loan Product, You must pay a Default Fee when any amount is overdue, overdrawn or your credit limit has been exceeded – regardless

of whether other repayment arrangements are agreed to by Us after a default has occurred.

Where your Account has a Personal Credit Line facility attached or You are using a Payment Facility in relation to a Loan Product, the Default Fee is debited to your Account after each repayment date. If, for any reason, any amount remains overdue or the balance owing on your Account is more than the credit limit, You are then liable for interest charges on the new balance of your Account. The Default Fee is shown in the Schedule.

If your Account does not have a Personal Credit Line facility attached, the Default Fee is debited to your Account monthly whilst your Account remains overdrawn for any reason. You are then liable for interest charges on the new balance of your Account at the rate shown in the **PDS – Fees, Charges and Limits**. The current Default Fee is also shown in the **PDS - Fees, Charges and Limits**.

Notice will be provided of each Default Fee debited to your Account.

Your obligation to pay on time all amounts due under this agreement is not waived by the provisions of this clause.

11. Payments

11.1. Payments to Us

Where You are required to make a payment to Us, You may do this at any of our Branches, our ATMs which accept deposits, or by Telephone Banking, Internet Banking, the Mobile Banking App, EFT, cheque, direct credit, periodical payment or by using other depositing services of which We will advise You. We do not guarantee that any of our ATMs will be equipped to accept deposits.

You must pay in Australian dollars in Australia. If You are overseas when a payment is due, You must still ensure that any minimum payment is made.

11.2. What happens to payments We receive?

We may apply any repayment or other payment We receive from You in any manner We choose.

Generally, payments received will be applied to your Account in the following order of priority:

- Repayment of any overdrawn amount or any amount in excess of your credit limit (whichever is applicable);
- Payment of any previously billed but unpaid minimum repayment; and
- Payment of any minimum repayment not yet overdue.

11.3. Depositing cheques

Cheques lodged are subject to clearance time of up to seven (7) Business Days, although interest is earned from the date of lodgment.

11.4. Foreign cheques

- Foreign cheques - valued AUD\$5,000 or less.

Foreign cheques valued at AUD\$5,000 or less will be subject to a clearance period of 10 working days.

- Foreign cheques - valued over AUD\$5,000.

Foreign cheques valued over AUD\$5,000 will be forwarded for collection and your Account will be credited with the proceeds in a conditional clearance period of approximately (six) 6 weeks. If You deposit a Foreign Cheque, We will credit it to your Account by the end of the conditional clearance period. However, your access to these funds will remain conditional upon the cheque being honoured by the foreign paying institution.

You should be aware that a Foreign Cheque may be dishonoured after the conditional clearance period and that IMB has no control over this process.

If the cheque is subsequently dishonoured at any time after the conditional clearance period, IMB will reverse the amount of the cheque deposited to your Account.

If this reversal causes your Account to be overdrawn, the provisions of clause 7.1 will apply and You will be responsible for any fees or charges resulting from this cheque dishonour and reversal of funds.

IMB fees and third party charges may apply to the clearance of Foreign Cheques so You should refer to the **PDS - Fees, Charges and Limits**.

11.5. Authorised Payments

Where your Account allows, and You have provided authorisation to Us, We will undertake payments on your behalf to or from your Account. These payments may be bill payments or other regular payments. For the purposes of this clause a reference to “payments” or “payment” includes a direct debit.

You must allow sufficient time for the payment to reach the Payee. You need to ensure that sufficient cleared funds are in your Account to meet your payment request. If there are insufficient available funds in your Account to meet any of these payments, and as a result no payment is made by Us, We will not be responsible for any losses, charges or costs You may incur due to this payment not being made and the provisions of clause 7.1 will apply.

If your payment request is returned to Us unpaid by the Payee, We reserve the right to cancel your payment request and apply a dishonour fee (refer to the **PDS - Fees, Charges and Limits**). We will not be responsible for any consequences of your payment being returned. We will advise You in writing, or in any other manner which draws the application of the fee to your attention, including but not limited to via Internet Banking, within three (3) Business Days of receiving notice from the nominated Payee.

If You wish to make any change to an authorised regular payment, You must advise Us at least five (5) Business Days before the payment is due to be undertaken. We will continue to undertake regular payments unless:

- You advise Us that your authorisation to undertake these payments is cancelled;
- We are advised that You have been declared bankrupt;
- We are advised of your death;
- A Court Order is made prohibiting such payment; or
- We determine that such payment should not be undertaken for any other reason (in which case We will notify You in writing within 3 Business Days).

We will not change the amount or frequency of a direct debit without your prior approval.

We will keep all information pertaining to your nominated Account at the financial institution private and confidential.

Direct debiting is not available on the full range of Accounts and You must always check the availability with your Payee prior to initiating a direct debit request. It is your responsibility to ensure that the authorisation given to draw on the nominated Account is identical to the Account signing instruction held by the financial institution where the Account is based. You must produce documentation that clearly states accurate and valid details of the Account which will be debited.

You agree that if payments are related to a Loan Contract, where these payments are greater than, or are made earlier than your scheduled loan repayments, then these payments are voluntary.

Where You consider a payment has been initiated incorrectly, You must lodge a customer claim in writing, detailing the nature of your dispute in accordance with clause 60. We will respond to your claim within seven (7) Business Days after You making the claim.

11.6. **Stopping payments**

To stop or alter a transaction, You must contact Us as soon as possible (and generally five (5) Business Days in advance of your

payment being due) and give full details so that We can locate the transaction and take action. We do not guarantee that We will be able to stop a payment once your instructions have been provided and We will not be responsible for any losses, charges or costs You may incur due to our inability to stop a payment.

11.7. Deposits at our ATMs

Please note: We do not guarantee that any of IMB's ATMs accept deposits. You must not make deposits at any other financial institutions' ATMs. If an IMB ATM does accept deposits, coins are not accepted for deposit.

If an IMB ATM accepts cash deposits, the cash amount as shown on the ATM screen is immediately credited to your Account. If You believe there is a discrepancy between the cash You deposited and the amount on screen You should cancel the transaction and retain your cash. If You make a deposit of funds via an IMB ATM that accepts cash deposits and there is a difference between the amount recorded as being deposited and the amount IMB receives, You will be notified of the difference as soon as possible and We will advise You of the actual amount credited to the Account.

If the ATM accepts cheque deposits, a copy of the cheque will be viewable on the ATM screen before You confirm the deposit. You must view each cheque and accept the cheque amount. If You disagree with the dollar value of the cheque as read by the ATM, You may manually override the cheque amount. Each cheque will take 5 Business Days to clear. Every cheque deposited is verified by 2 staff members who will validate the value and Payee of the cheques deposited.

11.8. Mistaken Payments

WARNING:

We rely solely on the BSB and Account number (or PayID, when used for Osko or other NPP Payments), not the Payee Name, to process payment instructions into and out of IMB Accounts. The 'Payee Name' is for information purposes only and is not taken into Account by Us when processing a payment instruction.

You must ensure that the BSB and Account number or PayID You provide in relation to a payment instruction into or out of an IMB Account are correct. If the BSB and/or the Account number or PayID are incorrect the payment may be paid to the wrong recipient and We will not be liable for any losses if the funds cannot be retrieved from the recipient.

12. Taxation

You may need to pay tax on interest on your Account. You should obtain your own legal, accounting and taxation advice if You have any doubts or queries about your taxation position.

If your Account is an off-set Account, interest which would otherwise be payable on your off-set Account which is set off against your home loan is currently not subject to tax. The tax effects of having an off-set Account are subject to the policies of the Australian Taxation Office which may change.

If You have not quoted a tax file number (TFN) or TFN exemption in respect of your Account or are a non-resident, We may be required by law to deduct tax from interest on your Account.

13. Timing of transactions

Acting reasonably, We may assign any date We consider appropriate to a debit or credit to your Account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs).

However, We credit payments to your Account (including cash deposited at ATMs) as soon as practicable after We receive them. This is not necessarily the same day that You pay.

We may subsequently adjust debits and credits to the Account so as to accurately reflect the legal obligations of You and Us (for example, because of an error or because a cheque is dishonoured). If We do this, We may make consequential changes (including to the interest charges).

Unless the law prevents Us from doing so, You agree that We may adjust debits and credits in your Account where it is clear that You are not the intended recipient, where We are under court order or other valid legal instruction to do so, or You are otherwise not entitled to funds in your Account.

BPAY authorisations which are given after 4pm on a Business Day or at any time on a non-Business Day will be processed on the next Business Day after the authorisation was given. Where You authorise a payment outside of these times or on a non-Business Day, We will hold the amount You have requested for payment in a payment file, but will not process the payment until the next Business Day.

IMPORTANT. You will not earn interest on the funds subject to your authorised payment where it is made outside business hours, and is held by Us for processing on the next Business Day.

14. Unclaimed money

The Banking Act requires that where funds in excess of a specified amount are held in an Account for 7 years without any operations on the Account, all of the funds in the Account must be sent to the Australian

Securities and Investments Commission as unclaimed monies. Where funds less than the specified amount are held in an Account for 7 years without any operations on the Account, they will be held by Us as a dormant Account. In either case We may charge a fee for dealing with unclaimed monies.

15. Account Aggregation

In no way do We:

- a) promote, endorse or authorise any account aggregation service that You may use; or
- b) give You express permission to reveal your Access Codes (including your PIN) or Access Identifiers (including your Card or Account numbers) to the account aggregator.

Any account aggregator You choose to use is done so at your own risk and without the permission of IMB. You will be responsible for any Unauthorised Transactions which take place on your Account as a result of any use of account aggregators.

16. Set-off

Except where the law prevents Us from doing so, We may use any money You have in another Account with Us towards repaying any amounts You owe Us or in respect of any payment instruction You have made on an Account that is closed or a Card that has been cancelled (this is known as “combining Accounts”). We may combine Accounts without giving You any notice but We will tell You afterwards.

17. Certificates

In the absence of a manifest error, a certificate signed by one of our officers stating that an amount is due from You to Us in respect of the Account or stating any other facts will be sufficient evidence of the amount or the facts. In providing any certificate, We will act reasonably.

18. Assignment

We may assign or otherwise deal with our rights under this agreement 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 this agreement.

19. Notices

Provided We comply with all applicable laws, We may give notice to You by any of the following means:

- a) personally; or
- b) by sending it by post to the address nominated by You;

- c) or by sending it to a fax number or electronic address (E-mail address) nominated by You;
- d) by electronic notice posted on the IMB website at www.imb.com.au; or
- e) by newspaper advertisement.

If notice is sent by post, delivery of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and the notice is deemed to have been delivered on the 2nd day after the date of its posting.

If notice is sent by facsimile or an electronic transmission, delivery of the notice is to be deemed:

- a) to be effected by properly addressing and transmitting the facsimile or electronic transmission, and
- b) to have been delivered on the day following its despatch.

If notice is placed by way of newspaper advertisement, delivery of the notice is deemed to be effected on the date the notice is placed in the newspaper.

If a notice is posted on the Internet Banking log on page, delivery of the notice is deemed to be effected on the date IMB posts the notice on the Internet Banking log on page.

Unless required otherwise by law, notice may be given by Us to joint Account Holders by giving the notice to the primary joint Account Holder only (who is the firstnamed Account Holder on the Account).

Part B: Deposit Accounts

This section of this PDS applies to any deposit Account You hold with IMB.

Electronic identification verification and online Account opening

If You have opened an Account as a new member through IMB's website using the online Account opening process and your identity has only been verified using Electronic Identification Verification, the following facilities described in this section will not be available on any of your Accounts:

- Branch
- Cheque
- Direct Debit (Outward)
- EFT (other than through Internet Banking and the Mobile Banking App)
- Periodical Payment (other than through Internet Banking)
- Osko Payment

You may, however, use these facilities on any Accounts on which they are available when You have met IMB's standard document based identification verification requirements and/or We are satisfied in our complete discretion that there has been appropriate conduct in relation to that facility or Account. Also, some of the Accounts listed in this section may not be opened until IMB's standard document based identification verification requirements have been met.

20. Deposit Accounts

Personal Banking

- Zoo Account
- Everyday Account
- Everyday Unlimited Account
- Everyday Unlimited Kick Start Account
- Cash Management Account
- Reward Saver Account
- Reward Saver Kick Start Account
- Christmas Club Account
- Wisdom Saver Account (passbook or Card)
- DIY Super Account
- Term Deposits, Regular Money Plans and Negotiable Interest Term Accounts (NITA) for terms of 5 years or less

Business Banking

- Business Transaction Account
- Business Cash Management Account
- Business Tax Management Account
- Real Estate Business Account
- Real Estate Trust Account
- DIY Super Account
(for registered self managed superannuation funds)

Products no longer available as a new Account

- Optimiser Account
- Blue Chip Account
- Junior Saver Account
- Balance+ Account
- Business Card Account
- Home Saver Account
- eSaver Account

21. Zoo

Terms and Conditions

Eligibility	Individuals aged between 0 and 12 years. We may require proof that You are eligible to hold an IMB Zoo Account either before or after the Account is opened.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Monthly. Interest is paid on a tiered and bonus interest basis (refer to clause 9.2.1) - provided bonus interest conditions are met.
Bonus Interest criteria	Must deposit a minimum of \$10 to the Account and make no withdrawals each calendar month. If these conditions are not met, the bonus interest will be forfeited for that month.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Minimum opening balance	\$1.00
Facilities available	Branch, Direct Credit, Phone Banking (Operator Assisted), Internet Banking and the Mobile Banking App* (excluding BPAY, Periodical Payments and Batch Payments), Osko (only available to receive Osko Payments). *Internet Banking and the Mobile Banking App are only available for members who hold a Zoo Account in trust for a child, or are the parent or guardian attached as an ATO to a Zoo Account.

continued...

Facilities not available	ATM, BPAY, Cashcard, Cheque, Direct Debit, EFT, EFTPOS, International ATM, Osko (Osko Payments cannot be made from a Zoo Account), Passbooks (not available for new Accounts), Periodical Payment, Telephone Banking, Visa Debit Card.
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Permitted use of the Zoo Account

The IMB Zoo Account is only available for private and domestic use of the child who owns the Account. In the case of an Account held in trust for a child, it must not be used primarily for the private or domestic use of the parent, guardian or trustee who owns the Account, but for the benefit of the child.

If IMB, in its absolute discretion, considers that the IMB Zoo Account:

- a) is being used other than for a child's private and reasonable domestic use, or primarily for the private or domestic use of a parent, guardian or trustee; or
- b) is being held by a child who no longer satisfies the eligibility requirements specified above,

IMB may:

- refuse to accept a deposit into the Account;
- convert the Account to an IMB Reward Saver Account or Reward Saver KickStart Account;
- close the Account and forward a cheque for the net credit balance of the Account to the Account Holder; or
- charge transaction fees on some or all transactions conducted on the Account and/or monthly fees.

Before taking any such action, IMB will notify the Account owner in writing, 30 days before the change takes effect, to the address shown on the Account.

22. Everyday

Terms and Conditions

Eligibility	Individuals.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	Yes – subject to the terms and conditions relating to IMB loans.
Interest calculated	Daily.
Interest paid	Bi-annually — Passbook Accounts: May and November. Card Accounts: March and September.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Passbook, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Passbook not available for new Accounts.

23. Everyday Unlimited

Terms and Conditions

Eligibility	Individuals.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	Yes – subject to the terms and conditions relating to IMB loans.
Interest calculated	No daily interest is paid on this Account.
Interest paid	
Included in Member Transaction Allowance	No.
Statements	6 monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Passbook.

24. Everyday Unlimited KickStart

Terms and Conditions

Eligibility	<ul style="list-style-type: none"> • Aged 13-17 years; • Aged 18-30 years, and able to provide documentary evidence of current full-time or part-time student status at a school, TAFE, College or University OR a current apprenticeship/traineeship recognised by IMB in its absolute discretion. <p>An individual that meets the eligibility criteria may only hold one Everyday Unlimited KickStart Account.</p>
Monthly Fees	For the period the Account Holder meets the eligibility criteria, no monthly account keeping fee is payable. After the Account reverts to a standard Everyday Unlimited Account, monthly fees are payable in certain circumstances. Refer to the PDS – Fees, Charges and Limits .
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	No.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	Yes – subject to the terms and conditions relating to IMB loans.
Interest calculated	No daily interest is paid on this Account.
Interest paid	
Included in Member Transaction Allowance	No.
Statements	6 monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking, Visa Debit Card (only available to individuals aged 18 or over).
Facilities not available	Passbook.

Permitted use of the Everyday Unlimited KickStart Account

If IMB, in its absolute discretion, considers that the IMB Everyday Unlimited KickStart Account:

- a) is being used other than for a personal or domestic use; or
- b) is held by an Account Holder who no longer satisfies the eligibility criteria specified above, or has failed to provide documentary evidence that they meet the eligibility criteria,

IMB may:

- refuse to accept a deposit into the Account;
- convert the Account to an IMB Everyday Unlimited Account;
- close the Account and forward a cheque for the net credit balance of the Account to the Account Holder; or
- charge transaction fees on some or all transactions conducted on the Account and/or monthly fees.

Before taking any such action, IMB will notify the Account Holder in writing, 30 days before the change takes effect, to the address shown on the Account.

25. Cash Management

Terms and Conditions

Eligibility	Individuals.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Monthly. Interest paid on a tiered basis (refer to clause 9.2.2).
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Minimum opening balance	\$5,000
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Passbook.

26. Reward Saver

Terms and Conditions

Eligibility	Individuals.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Monthly – bonus interest conditions must be met. Interest paid on a tiered and bonus basis (refer to clause 9.2.1).
Bonus Interest criteria	Must deposit a minimum of \$50 to the Account and make no withdrawals each calendar month. If these conditions are not met, the bonus interest will be forfeited for that month.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Passbook.

27. Reward Saver KickStart

Terms and Conditions

Eligibility	<ul style="list-style-type: none"> • Aged 13-17 years; • Aged 18-30 years, and able to provide documentary evidence of current full-time or part-time student status at a school, TAFE, College or University OR a current apprenticeship/traineeship recognised by IMB in its absolute discretion.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	No.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	<p>Monthly – bonus interest conditions must be met.</p> <p>Interest paid on a tiered and bonus basis (refer to clause 9.2.1).</p>
Bonus Interest criteria	Must deposit a minimum of \$20 to the Account and make no withdrawals each calendar month. If these conditions are not met, the bonus interest will be forfeited for that month.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking, Visa Debit Card (only available to individuals aged 18 or over).
Facilities not available	Passbook.

Permitted use of the Reward Saver KickStart Account

If IMB in its absolute discretion considers that a Reward Saver KickStart Account:

- a) is being used other than for a personal or domestic use; or
- b) is held by an Account Holder who no longer satisfies the eligibility criteria specified above, or who has failed to provide documentary evidence that they meet the eligibility criteria,

IMB may:

- refuse to accept a deposit into the Account;
- convert the Account to an IMB Reward Saver Account;
- close the Account and forward a cheque for the net credit balance of the Account to the Account Holder; or
- charge transaction fees on some or all transactions conducted on the Account and/or monthly fees.

Before taking any such action, IMB will notify the Account Holder in writing, 30 days before the change takes effect, to the address shown on the Account.

27A. Home Saver Account

Terms and Conditions

Eligibility	For Accounts previously held as an IMB First Home Saver Account (FHSA). Not available as a new Account.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	No.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Monthly – ‘bonus’ interest conditions must be met. Interest paid on a ‘bonus’ basis (refer to clause 9.2.1)
Bonus Interest criteria	Must make at least 1 deposit per month. If these conditions are not met, the ‘bonus’ interest will be forfeited for that month.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Facilities available	BPAY, Branch, Direct Credit, Direct Debit, EFT, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking.
Facilities not available	ATM, Cashcard, Cheque, EFTPOS, International ATM, Passbook, Telephone Banking, Visa Debit Card.

27B. eSaver Account

Terms and Conditions

Eligibility	For Accounts previously held as an eSaver Account with The Shire ...Local Banking. Not available as a new Account.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Monthly.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Facilities available	BPAY, Direct Credit, Direct Debit, EFT, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking.
Facilities not available	ATM, Branch, Cashcard, Cheque, EFTPOS, International ATM, Passbook, Visa Debit Card.

28. Christmas Club

Terms and Conditions

Eligibility	Individuals.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Annually (October). If any withdrawals or transfers occur on your Christmas Club Account between 1st January and 31st October, the Account will be closed and bonus interest will be forfeited.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Minimum opening balance	\$1.00
Facilities available	Branch, Direct Credit, Internet Banking, Mobile Banking App, Osko (only available to receive Osko Payments), Passbook, Telephone Banking.
Facilities not available	ATM, BPAY, Osko (Osko Payments cannot be made from a Christmas Club Account), Cashcard, Cheque, Direct Debit, EFT, EFTPOS, International ATM, Periodical Payment, Visa Debit Card.

29. Wisdom Saver

Terms and Conditions

Eligibility	Individuals aged 55 years or over, or in receipt of an eligible permanent pension.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	No.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily. Interest paid on a step up basis (refer to clause 9.2.3).
Interest paid	Quarterly. (March, June, September and December)
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Passbook, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.

30. DIY Super

Terms and Conditions

Eligibility	Registered Self- Managed Superannuation Funds.
Ability to use Account for personal or domestic purposes	No.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily. Interest paid on a tiered basis (refer to clause 9.2.2).
Interest paid	Monthly. Interest paid on a tiered basis (refer to clause 9.2.2)
Included in Member Transaction Allowance	Yes.
Statements	Monthly.
Minimum opening balance	\$1.00
Facilities available	BPAY, Branch, Cheque, Direct Credit, Direct Debit, EFT, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking.
Facilities not available	Cashcard, VISA Debit Card, ATM Facility, EFTPOS Facility, Passbook, Overdraft.

Permitted use of the DIY Super Account

The DIY Super Account is only available for use by a registered Self Managed Superannuation Fund.

If IMB in its absolute discretion considers that a DIY Super Account:

- a) is being used other than for a Self Managed Superannuation Fund;
or
- b) is owned by an entity which is no longer in existence,

IMB may:

- refuse to accept a deposit into the Account;
- convert the Account to another IMB Account;
- close the Account and forward a cheque for the net credit balance of the Account to the Account Holder;
- charge transaction fees on some or all transactions conducted on the Account and / or monthly fees.

Before taking any such action, IMB will notify the Account Holder in writing, 30 days before the change takes effect, to the address shown on the Account.

Trustees' responsibilities

Self Managed Superannuation Funds are governed by the Superannuation Industry (Supervision) Act 1993 (Cth), other related legislation, as well as the Trust Deed by which the Fund was formed. It is the Trustee's responsibility to ensure compliance with the above. Whilst every effort is made to ensure that this Account is suitable for Self Managed Superannuation Funds, this may vary due to the terms of the Trust Deed and any amendments to the legislation and IMB makes no warranties as to its suitability for your individual circumstances.

31. Balance+

Terms and Conditions

Eligibility	No longer available as a new Account.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	No.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Monthly - bonus interest conditions must be met. Interest paid on a tiered and bonus basis (refer to clause 9.2.1).
Bonus Interest criteria	Must deposit a minimum of \$20 to the Account and make no withdrawals each calendar month. If these conditions are not met, the bonus interest will be forfeited for that month.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Direct Credit, Direct Debit, EFT, EFTPOS, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking.
Facilities not available	Cheque, International ATM, Visa Debit Card.

Permitted use of the Balance+ Account

The IMB Balance+ Account is only available for private and domestic use of the child who owns the Account. In the case of an Account held in trust for a child, it must not be used primarily for the private or domestic use of the parent, guardian or trustee who owns the Account, but for the benefit of the child.

Balance+ Accounts are restricted to individuals aged between 13 and 17 years. We may require proof that You are eligible to hold an IMB Balance+ Account from time-to-time after the Account is opened.

If IMB in its absolute discretion considers that IMB Balance+ Account:

- a) is being used other than for a child's private and reasonable domestic use, or primarily for the private or domestic use of a parent, guardian or trustee; or
- b) is being held by a child who no longer satisfies the eligibility requirements specified above,

IMB may:

- refuse to accept a deposit into the Account;
- convert the Account to an IMB Reward Saver Account or Reward Saver KickStart Account;
- close the Account and forward a cheque for the net credit balance of the Account to the Account Holder; or
- charge transaction fees on some or all transactions conducted on the Account.

Before taking any such action, IMB will notify the Account Holder in writing, 30 days before the change takes effect, to the address shown on the Account.

32. Business Transaction Account

Terms and Conditions

Eligibility	Not available to individuals, or for personal or domestic use. Only available to business owners including sole traders, companies, partnerships, associations, trusts or other such businesses as approved by IMB.
Ability to use Account for personal or domestic purposes	No.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	Yes.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Monthly.
Included in Member Transaction Allowance	Yes.
Statements	Monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Overdraft, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Passbook.

33. Business Cash Management Account

Terms and Conditions

Eligibility	Not available to individuals, or for personal or domestic use. Only available to businesses including sole traders, companies, partnerships, associations, trusts or other such businesses as approved by IMB.
Ability to use Account for personal or domestic purposes	No.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	Yes.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Monthly.
Included in Member Transaction Allowance	Yes.
Statements	Monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Passbook.

Permitted Use of the Account

The Business Cash Management Account is only available for business or commercial use by a business entity. In the case of an Account held in trust, the Account must be used primarily for commercial or business use and not for the personal or domestic use of an individual (i.e. Trustees, Authorities to Operate or any third party).

If IMB in its absolute discretion considers that a Business Cash Management Account:

- a) is being used other than for a commercial or business use; or
- b) is owned by an entity which is no longer in existence,

IMB may:

- refuse to accept a deposit into the Account;
- convert the Account to another IMB Account;
- close the Account and forward a cheque for the net credit balance of the Account to the Account Holder.

Before taking any such action, IMB will notify the Account Holder in writing, 30 days before the change takes effect, to the address shown on the Account.

34. Business Tax Management Account

Terms and Conditions

Eligibility	Not available to individuals, or for personal or domestic use. Only available to businesses including sole traders, companies, partnerships, associations, trusts or other such businesses as approved by IMB.
Ability to use Account for personal or domestic purposes	No.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	Yes.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	6 monthly.
Included in Member Transaction Allowance	Yes.
Statements	Monthly.
Minimum opening balance	\$1.00
Facilities available	BPAY, Branch, Cheque, Direct Credit, Direct Debit, EFT, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking.
Facilities not available	Passbook, EFTPOS, ATM, Cashcard, Visa Debit Card.

35. Real Estate Trust Account

Terms and Conditions

Eligibility	Available only to registered real estate agents.
Ability to use Account for personal or domestic purposes	No.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	Yes.
Available for use as a mortgage off-set Account	No.
Interest calculated	Not applicable.
Interest paid	No interest is paid to this Account, however interest is calculated monthly pursuant to statutory requirements and paid to the Department of Fair Trading, Property Services Statutory Interest Account.
Included in Member Transaction Allowance	Yes.
Statements	Monthly.
Minimum opening balance	\$1.00
Facilities available	Branch, Cheque, Direct Credit, Direct Debit, EFT, Internet Banking, Mobile Banking App.
Facilities not available	ATM, BPAY, Passbook, Cashcard, EFTPOS, International ATM, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.

36. Real Estate Business Account

Terms and Conditions

Eligibility	Available only to registered real estate agents.
Ability to use Account for personal or domestic purposes	No.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	Yes.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	6 monthly.
Included in Member Transaction Allowance	Yes.
Statements	Monthly.
Minimum opening balance	\$1.00
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Passbook.

37. Business Card Account

Terms and Conditions

Eligibility	No longer available as a new Account.
Ability to use Account for personal or domestic purposes	No.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	Yes.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	6 monthly.
Included in Member Transaction Allowance	Yes.
Statements	Monthly.
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Passbook.

38. Junior Saver

Terms and Conditions

Eligibility	No longer available as a new Account.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	Yes.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Bi-annually – Passbook Accounts: May and November Card Accounts: March and September
Included in Member Transaction Allowance	Yes.
Statements	Passbook.
Facilities available	Passbook, Internet Banking, Mobile Banking App, EFT, Osko (only available to receive Osko Payments).
Facilities not available	ATM, BPAY, Osko (Osko Payments cannot be made from a Junior Saver Account), Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFTPOS, International ATM, Periodical Payment, Telephone Banking, Visa Debit Card.

39. Optimiser

Terms and Conditions

Eligibility	No longer available as a new Account.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	No.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Monthly.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Facilities available	ATM, BPAY, Branch, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Osko, Passbook, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Branch.

40. Blue Chip Card

Terms and Conditions

Eligibility	No longer available as a new Account.
Ability to use Account for personal or domestic purposes	Yes.
Ability to open as a trust Account	No.
Ability to use Account for business or commercial purposes	No.
Available for use as a mortgage off-set Account	No.
Interest calculated	Daily.
Interest paid	Quarterly (March, June, September and December). No interest payable on balances less than \$2000.
Included in Member Transaction Allowance	Yes.
Statements	6 monthly.
Facilities available	ATM, BPAY, Cashcard, Cheque, Direct Credit, Direct Debit, EFT, EFTPOS, International ATM, Internet Banking, Mobile Banking App, Passbook, Osko, Periodical Payment, Telephone Banking, Visa Debit Card.
Facilities not available	Branch.

41. 100% Interest Off-Set Facility

This PDS will apply to your deposit Account if You are or intend to use your deposit Account to off-set the interest payable on your IMB home loan.

Where You have an interest off-set facility linked to your deposit Account, You will not earn any interest on the balance of the deposit Account.

We will determine which deposit Account may be used to off-set the interest payable on your home loan. We may change the deposit Accounts which may be linked for this purpose from time to time.

You should also be aware that this document does not contain all the terms and conditions applicable to the off-set facility, nor does it contain all the information We are required by law to give You before this facility can be activated. Further terms, conditions and information are contained in your Loan Contract.

We may cancel the interest off-set facility at any time at our discretion by giving You advance notice.

42. Term Deposits

This PDS applies only to Term Deposits with a fixed term of five (5) years or less.

42.1. General Conditions

No additional deposit may be added to the Account except on maturity. The interest rate is fixed for the term of the investment.

To open a Term Deposit through IMB's website using the online Account opening process, You must hold another deposit Account with Us which is not a Term Deposit or an Account with restrictions on withdrawal. You can use Internet Banking and the Mobile Banking App for certain services relating to your Term Deposits but You are not able to use Internet Banking or the Mobile Banking App to conduct any transactions.

Prepayment of your deposit (i.e. withdrawal in part or in full prior to maturity) will be allowed by Us. **However, any amounts withdrawn before maturity will incur an interest rate reduction of up to 3% p.a. for up to 12 months.**

On maturity, in the absence of contrary instructions from You, your investment will be automatically reinvested into a new Term Deposit for the same term at the standard interest rate applicable at that time, and this will constitute a new facility. If the same term is not available, We will reinvest your investment to the closest term, and this will constitute a new facility.

From time to time, IMB may make special interest rates applicable to Term Deposits which are usually higher than the standard interest rates applicable to Term Deposits (refer to the **PDS - Interest Rates for IMB Products**). If your investment

has been subject to a special interest rate, in the absence of contrary instructions from You prior to maturity, your investment is reinvested in a new Term Deposit for the same term at the standard interest rate, and this will constitute a new facility.

We allow You a “grace period” of seven (7) days from the date of the reinvestment into a new facility by IMB, in which You may withdraw your Term Deposit, or provide Us different instructions.

42.2. **Specific Conditions**

The minimum investment is \$1,000. Interest may be paid by cheque, direct credit, transferred to a deposit Account or added to the balance of your investment. If You have opened your Term Deposit through IMB’s website using the online Account opening process, interest may only be paid by transfer to a deposit Account or added to the balance of your investment.

43. **Regular Money Plans**

This PDS applies only to Regular Money Plans with a fixed term of 5 years or less.

43.1. **General Conditions**

No additional deposit may be added to the Account except on maturity. The interest rate is fixed for the term of the investment.

To open a money plan through IMB’s website using the online Account opening process, You must hold another deposit Account with Us which is not a Term Deposit or an Account with restrictions on withdrawal. You can use Internet Banking and the Mobile Banking App for certain services relating to your money plan but You are not able to use Internet Banking to conduct any transactions.

Prepayment of your deposit (i.e. withdrawal in part or in full prior to maturity) will be allowed by Us. **However, any amounts withdrawn before maturity will incur an interest rate reduction of up to 3% p.a. for up to 12 months.**

On maturity, in the absence of contrary instructions from You, your investment will be automatically reinvested into a new money plan for the same term at the standard interest rate applicable at that time, and this will constitute a new facility. If the same term is not available, We will reinvest your investment to the closest term, and this will constitute a new facility.

From time to time, IMB may make special interest rates applicable to money plans which are usually higher than the standard interest rates applicable to money plans (refer to the **PDS - Interest Rates for IMB Products**). If your investment has been subject to a special interest rate, in the absence of contrary instructions from You prior to maturity, your investment

is reinvested in a new money plan for the same term at the standard interest rate, and this will constitute a new facility.

We allow You a “grace period” of seven (7) days from the date of the reinvestment into a new facility by IMB, in which You may withdraw your Term Deposit, or provide Us different instructions.

43.2. Specific Conditions

Interest may be paid by cheque, direct credit, transferred to a deposit Account or added to the balance of your investment. If You have opened your money plan through IMB’s website using the online Account opening process, interest may only be paid by transfer to a deposit Account or added to the balance of your investment.

43.3. Monthly Money Plan

The minimum investment is \$5,000. Interest is paid every 28 days starting 28 days after lodgment.

43.4. Fortnightly Money Plan

The minimum investment is \$2,000. Interest is paid every 14 days starting 14 days after lodgment. The only available term is 12 months.

44. Negotiable Interest Term Accounts (NITA)

This PDS applies only to NITA Accounts with a term of five (5) years or less.

44.1. General Conditions

No additional deposit may be added to the Account except on maturity. The interest rate is fixed for the term of the investment.

Prepayment of your deposit (i.e. withdrawal in part or in full prior to maturity) will be allowed by Us. **However, any amounts withdrawn before maturity will incur an interest rate reduction of up to 3% p.a. for up to 12 months.**

When You request to have your deposit pre-paid, We will determine which fee structure is applicable and advise You of the relevant fee that is payable.

You may withdraw your deposit on the day of maturity only.

However, in the absence of contrary instructions, the investment will be automatically reinvested into a new NITA for the same term at the standard interest rate applicable at that time, and this will constitute a new facility.

44.2. Specific Conditions

Interest rates and terms are negotiable for amounts over \$100,000.

Interest is calculated daily and may be paid by cheque, direct credit or transferred to a deposit Account or added to the balance of your investment.

Part C: Cheque Facility

45. Issuing of a cheque

You agree that the issue of a cheque by You is an order by You to WBC to pay the amount of the cheque out of funds to be lodged by Us in the Clearing Account.

You authorise Us to debit your Account with the amount of any cheque signed in accordance with your operating instructions and to credit the Clearing Account with the same amount. The debiting of your Account shall be deemed to be in all respects a withdrawal of funds from that Account.

46. Insufficient funds

We may instruct WBC not to pay the amount of a cheque if there are insufficient funds available in your Account to meet the amount of the cheque issued by You or You would exceed any credit limit applicable to your Account. If We instruct WBC not to pay the amount of the cheque, We will charge You a dishonour fee and the provisions of clause 7.1 will apply. Acting reasonably, We may determine the order in which cheques will be paid.

If, using our discretion, We honour your order for a cheque to be paid where You have insufficient funds, and your Account becomes overdrawn or You would exceed your credit limit, We may charge You an honour fee and the provisions of clause 7.1 will apply. We may also charge You and debit your Account with interest on any amount overdrawn in your Account from the day when your Account becomes overdrawn until repayment at the interest rate shown in the **PDS – Fees, Charges and Limits**. If You do not repay the overdrawn amount immediately, We may also charge You a Default Fee.

47. Government and bank fees and charges

We may charge You and debit your Account with any government charges or any WBC fees or charges (other than those which We agree to pay) payable in relation to or incidental to the issue of a cheque by You.

48. Your responsibilities

You indemnify Us against:

- a) any loss which We may incur directly or indirectly as the result of the issue of a cheque by You or the failure by You to appropriately secure your cheque book or cheque stationery used for continuous cheque printing; and
- b) all liability in respect of the payment by Us of any money paid in accordance with a cheque issued by You.

You must only issue cheques on the printed forms supplied by Us and which are crossed and endorsed "Not negotiable". However, where You are authorised by Us to carry out continuous cheque printing, You must use forms approved by Us which are crossed and endorsed "**NOT NEGOTIABLE**".

You must not:

- permit any person not properly authorised by IMB access to your chequebook;
- leave signed cheques in your chequebook;

You cannot cash any cheques at WBC.

You must return your chequebook to IMB upon closure of your Account for any reason.

You must direct all enquiries and give all instructions concerning your cheques to Us only and not to WBC.

49. Our responsibilities

We will ensure that any cheque presented for payment is properly signed in accordance with your Account operating instructions and is otherwise in order for payment as your valid order.

To the extent permitted by law, WBC will not be responsible to You for any loss which You may incur due to the failure of Us to detect any error or irregularity in any cheque of yours or the failure of Us to inform WBC of your instructions or the failure of Us to pay WBC in proper time.

To the extent permitted by law, without limitation to any other matters referred to in this PDS We will not be responsible or liable in any manner whatsoever to You for:

- a) any delay or failure in effecting a transaction on your behalf;
- b) any act or transaction performed or effected by Us in good faith on your behalf; and/or
- c) the dishonour or failure to dishonour any cheque drawn by You.

This PDS shall also exist for the benefit of WBC.

50. Cancelled, lost or stolen cheques

We may at any time by notice in writing to You cancel your right to issue cheques.

You must promptly advise Us if your cheque book or any stationery used for continuous cheque printing is lost or stolen.

51. More information

For more information about:

- cheque clearing
- how to write your cheques
- how to stop a cheque
- making your cheque safer; or
- dishonouring of cheques,

please contact IMB DIRECT on 133 IMB (133 462) or visit any IMB Branch.

Part D: Terms and Conditions for Passbooks

52. Passbooks

This part applies if You have a passbook facility. Passbooks are only available on Accounts as indicated in Part B, Deposit Accounts.

52.1. Notification of loss of passbook

You must notify Us immediately by contacting IMB DIRECT on 133 IMB (133 462) or by visiting any IMB Branch if your passbook is lost, stolen or destroyed. If You do not, other people might be able to withdraw money from your Account without your permission.

If You do not comply with this condition and someone uses your passbook to withdraw money from your Account We may not be held liable. If You lose your passbook, We may charge You a fee to replace it.

52.2. Signature

Under no circumstances should You keep a visible record of your signature with your passbook. This includes signed withdrawal forms or Cards.

52.3. Liability

If an unauthorised EFT Transaction is made on your passbook Account, without your knowledge or consent, liability for that transaction will be determined in accordance with clause 59.

Otherwise We are not liable for any amount withdrawn from your Account until You tell Us that your passbook has been lost, stolen or destroyed.

52.4. Confirmation of Transactions

You may obtain confirmation of transactions involving your Account by presenting your passbook for updating at any IMB Branch or by means of our Internet Banking, Mobile Banking App and Telephone Banking.

You agree that confirmation of transactions involving your Account may be provided by means of:

- your passbook; or
- Internet Banking, the Mobile Banking App or Telephone Banking, if You have access to that service; or
- your statement of Account.

In the event that You do not update your passbook at an IMB Branch on a regular basis, You agree that IMB may provide confirmation of transactions performed on your Accounts by way of a statement mailed to your address.

Part E: Electronic Banking, Debit Card, Personal Credit Line

This part of this PDS only applies to You if You have a Card or Personal Credit Line facility attached to your Account, or if You use any Access Code, Access Identifier, Access Facility or Access Device to operate your Account.

53. Internet Banking - Terms and Conditions

53.1. Introduction to Internet Banking

This Clause 53 and Clause 55 set out the terms and conditions that apply to You if You use IMB's Internet Banking facility to access your IMB Accounts. Clauses 53 and 55 do not contain all the information that applies to Internet Banking. Further information about this service is found in other sections of this PDS. You can register for Internet Banking if Internet Banking is available on the Account/s You hold with IMB.

If You open an Account as a new member on or after 1 August 2015, You will automatically be registered for Internet Banking unless You tell Us otherwise. If You are an existing member You must be registered for Internet Banking before You can open an Account through IMB's website using the online account opening process.

You receive and agree to these Internet Banking Terms and Conditions on your own behalf and as an agent for anyone operating your Account through Internet Banking. Your agents will also be required to agree to these Terms and Conditions when they register as an Internet Banking User.

A copy of the Internet Banking Terms and Conditions is also available at www.imb.com.au and can be accessed from within Internet Banking.

You are required to read and understand these Internet Banking Terms and Conditions before using IMB's Internet Banking facility. It is important that You read and fully understand these Internet Banking Terms and Conditions as they set out your rights and responsibilities when using IMB's Internet Banking. We recommend that You print and keep a copy of these Internet Banking Terms and Conditions for future reference.

We do not warrant that our Internet Banking facility will be available and functional at all times. We warrant that We will comply with the requirements of the ePayments Code.

53.2. Fees & Charges

We may charge You and debit your Account with any fees and charges which apply to Internet Banking. Other fees and charges may be payable under your specific Account terms and conditions.

Details of the current fees and charges are set out in the **PDS - Fees, Charges and Limits**, which is available on our website at www.imb.com.au, at an IMB Branch or by contacting IMB on 133 462.

53.3. Benefits of using IMB Internet Banking

When You open an Account on which Internet Banking access is available, You can register for Internet Banking. If You open an Account as a new member on or after 1 August 2015, You will automatically be registered for Internet Banking. Internet Banking allows You to complete transactions any time, 24 hours a day 7 days week (subject to system availability and maintenance and any applicable daily transaction limits).

The following services are available on some of our Accounts through Internet Banking:

- Account balance enquiry;
- transaction history enquiry;
- search for transaction details;
- transfer funds between nominated Accounts;
- have your bills delivered to You electronically via BPAY View;
- make payments to accounts with Us and other Australian financial institutions;
- Schedule transfers and payments to be paid on a future date or on a recurring periodic frequency (e.g. monthly);
- send secure messages to Us and receive secure messages from Us;
- manage your Internet Banking and Account alerts;
- manage your transaction limits up to any maximum transaction limit set by Us;
- update your personal details;
- access eStatements;
- change your statement preference.

53.4. Risks associated with using Internet Banking

53.4.1 There is a risk of Unauthorised Transactions occurring via Internet Banking on your Account as a result of computer use, human error or fraud. Please see clauses 55.5, 55.6 and 59 of these Terms and Conditions for information about:

- a) keeping your member number and Internet Banking Access Code secure; and
- b) when You will be liable for Unauthorised Transactions.

53.4.2 Once You have processed a transaction through Internet Banking, it cannot be stopped.

53.4.3 You are responsible for ensuring that all details You enter for BPAY Payments, Osko Payments and third party payments are correct. If your instructions are incorrect, We will attempt to recover any incorrect payment on your behalf,

but if We are unable to do so, We are not responsible for that payment. Please refer to clauses 55.5 and 60 of these Terms and Conditions for further details.

53.5. Internet Banking Registration

53.5.1 To access IMB's Internet Banking facility, You must be registered for Internet Banking. You can register for Internet Banking at any IMB Branch, by calling IMB on 133 462 or by accessing the Internet Banking registration form from IMB's website at www.imb.com.au, and sending the completed form to PO Box 2077, Wollongong NSW 2500 or faxing the completed form to IMB on (02) 4229 4606. If You open an Account as a new member on or after 1 August 2015, You will automatically be registered for Internet Banking unless You tell Us otherwise.

53.5.2 A valid Australian mobile phone number must be provided upon registration if You wish to have access to SMS 2FA which will allow You to complete certain activities within Internet Banking. If You open an Account as a new member on or after 1 May 2015 and You provide your mobile phone number, You will be automatically registered for SMS 2FA unless You tell Us otherwise. If You open an Account as a new member through IMB's website, using the online Account opening process, You will be required to provide a mobile phone number and You will be automatically registered for SMS 2FA.

53.5.3 You are responsible for ensuring You inform Us of any changes to the mobile phone number You have nominated to access SMS 2FA.

53.5.4 If You are unable to use SMS 2FA, You will not be able to utilise some of the services within Internet Banking. You will still be required to authenticate Payees or Billers and payments by calling IMB's Call Centre and obtaining an OTP when this is required.

53.5.5 You must log on to Internet Banking within 2 days of receiving your Access Code. If You do not log on to Internet Banking within the prescribed timeframe, your Internet Banking registration will be cancelled.

53.5.6 Approval of an application for access to IMB's Internet Banking facility is at IMB's discretion.

53.6. One Time Passwords (OTP)

Payee in the following clauses 53.6 to 53.11 includes a PayID Payee

53.6.1 You may be required to authenticate transactions that We have identified at our complete discretion as requiring Authentication.

53.6.2 You may be required to authenticate certain actions or a Payee or Biller before You can perform a transfer or make a payment to that Payee or Biller.

53.6.3 You may be required to authenticate other actions, such as changing your personal details and registering and maintaining your PayID before You can perform those actions.

53.6.4 Authentication requires You to enter an OTP in the Internet Banking session You are logged into before We will process the instruction.

53.6.5 Depending on the action requiring Authentication You can receive an OTP from IMB:

- a) where You are registered for SMS 2FA, via an SMS to your registered mobile phone number; or
- b) by calling IMB Direct and providing your Teleservices Password; or
- c) in any other way We advise in relation to a specific action or facility.

53.6.6 You register for OTPs to be delivered via SMS to your mobile phone by registering for SMS 2FA. This phone number is used by IMB to send an OTP to your mobile phone when You wish to perform certain types of transactions or to authenticate a Payee or Biller.

53.6.7 If You are not registered for SMS 2FA and You need to authenticate an action, You may be able to (depending on the action requiring Authentication) obtain an OTP by calling IMB on 133 462 and providing your Teleservices Password. You must register for a Teleservices Password with IMB before You can start obtaining OTPs from IMB's Call Centre. You may be able to obtain an OTP from IMB's Call Centre to Authenticate actions that require Authentication.

53.6.8 IMB may provide You with an OTP in another secure way, including but not limited to via Secure E-mail, depending on the facility You are using and/or the action requiring Authentication. We will advise You how You can receive an OTP at the time You use the relevant facility or are required to authenticate the relevant action.

53.6.9 You will be required to provide an OTP for each Payee or Biller that You are required to authenticate.

53.6.10 An OTP is only valid during the Internet Banking session You are logged into when the request for an OTP is made and is no longer valid after You log out of that session or if You cancel the transaction.

53.7. Logging onto Internet Banking - First Time

53.7.1 To log on to Internet Banking your Access Code must be used in conjunction with your member number. During the registration process for Internet Banking, your Access Code will be generated and provided to You. For your security, when You first log on to Internet Banking, You must change your Access Code.

53.7.2 You will need to follow these steps on your first log on to Internet Banking:

- a) in the Internet Banking log on page enter:
 - i) your member number; and
 - ii) the OTP into the access code field. You will have received your OTP via SMS sent to your registered mobile phone number or if You are not registered for SMS 2FA, from our branch staff or over the phone from our Call Centre when You register for Internet Banking.
- b) when You are logged in to Internet Banking, You will be immediately prompted to change your Access Code. You will be required to use the new Access Code You choose when You log on to Internet Banking anytime in the future. You can also change this Access Code at any time from the access tab within Internet Banking;
- c) You will be prompted to accept these Internet Banking Terms and Conditions before You can proceed. It is important that You read and understand these Internet Banking Terms and Conditions before agreeing to them as they set out your rights and responsibilities when using Internet Banking.

53.8. Authenticating Payees and Billers

You may be required to authenticate a Payee or Biller before You can perform a transfer or make a payment to that Payee or Biller. You will only be required to authenticate a Payee or Biller once, after which You can perform a transfer or make a payment to that Payee or Biller (within any applicable transaction limits) without the need to authenticate that Payee or Biller again.

53.9. Authentication Limits and Transaction Limits

53.9.1 IMB may set a maximum daily amount (the Authentication Limit) that can be paid or transferred within Internet Banking to a Payee or Biller that is not an authenticated Payee or Biller. Payments to authenticated Payees or Billers remain subject to any maximum daily transaction limit. Payments You make via the Mobile Banking App are included in your maximum daily transaction limit.

53.9.2 You may request that IMB change (i.e. increase or decrease) any daily Authentication Limit or maximum daily transaction limit, however, You agree that by doing so, You may be liable for further losses which exceed any daily Authentication Limit for unauthenticated Payees or Billers or maximum daily transaction limit. Your liability for Unauthorised Transactions on your Accounts via Internet Banking is determined in accordance with the ePayments Code. IMB may decline to authorise any

request for a change to any Authentication Limit or maximum daily transaction limit in its absolute discretion.

53.9.3 Where You make a change to a forward dated payment (including any periodic payments You set-up) to an 'Authenticated Payee' You will be required to authenticate all of the following actions:

- a) any changes to the details of any Payees who You have previously authenticated;
- b) changes to any of the details (i.e. payment date) of any forward dated payments You have previously set up.

53.9.4 Some changes to Payee or Biller details will not require Authentication.

53.9.5 For our or your security, IMB may reduce the Authentication Limit or daily transaction limit at any time and for any reason, without notice, including where there is a risk to the security of Internet Banking, or the risk of fraud to You or Us. The Authentication Limit or daily transaction limit may be restored at IMB's discretion.

53.10. eStatements - personal Accounts

If your statement preference is set to online You agree that IMB will send You an E-mail notification to your Nominated E-mail Address advising You that your eStatement is available to view in Internet Banking.

If your statement preference is set to online it is your responsibility to check your E-mails regularly for the E-mail notifications and to access your eStatement promptly. You must keep your Nominated E-mail Address current and accessible and advise Us as soon as possible of any change. If We become aware that an E-mail notification has failed to deliver because the Nominated E-mail Address is invalid or We get an error response, We will let You know and prompt You to update your details or remedy any problems with your Nominated E-mail Address. If You do not update your details or remedy the problems with your Nominated E-mail Address, We may recommence sending You paper statements.

You can change your statement preference at any time by changing your preference in Internet Banking, contacting Us on 133 462 or attending a branch.

53.11. eStatements - business Accounts

If the statement preference for the business is set to online You agree that IMB will send an E-mail notification to the Nominated E-mail Address of the business advising You that the eStatement is available to view in Internet Banking.

Statements for business members will be available to be accessed from within Internet Banking by those ATOs authorised by the business to have access to those statements.

It is the responsibility of the business member to check E-mails to their Nominated E-mail Address regularly for notifications and to access the statement promptly. The business must keep its Nominated E-mail Address current and accessible and advise Us as soon as possible of any change. If We become aware that an E-mail notification has failed to deliver because the Nominated E-mail Address is invalid or We get an error response, We will advise and prompt the business to update its details or remedy any problems with the Nominated E-mail Address. If the details are not updated or the problems with the Nominated E-mail Address not remedied, We may recommence sending paper statements.

Only appropriately authorised representatives of the business member can manage the statement preference for the business and allow ATOs access to the business' eStatement from within Internet Banking. To manage statement preferences, please ccontact Us.

54. Mobile Banking App – Terms and Conditions

54.1. Introduction to the Mobile Banking App

This clause 54 and clause 55 set out the terms and conditions that apply if You use the Mobile Banking App to access your Accounts. Clauses 54 and 55 do not contain all of the information that applies to your use of the Mobile Banking App to access your Accounts. Further information about this facility is found in other sections of this PDS.

To use the Mobile Banking App You must be registered for Internet Banking. Please refer to the relevant sections of this PDS or IMB's website for information on how to register for Internet Banking and for the terms and conditions that apply to Internet Banking. The Mobile Banking App does not offer the same functionality as Internet Banking. You may not be able to access all your Accounts and perform all transactions in the Mobile Banking App that You are able to access and perform within Internet Banking. Please refer to the relevant sections of this PDS and IMB's website for information about Accounts that You can access and transactions that You can perform via the Mobile Banking App.

Once You have downloaded the Mobile Banking App You are required, and will be prompted to, register your Mobile Device for use to access your Accounts via the Mobile Banking App. As part of this registration process, You will be prompted to

enter your member number and Internet Banking password. You will also receive an OTP via an SMS to your mobile phone number registered with Internet Banking. You will need to enter this OTP into the Mobile Banking App session You are logged into to continue the registration process. You are then required, and will be prompted to, create an Access Code (an App PIN) to enable You to log in to the Mobile Banking App to access your Accounts. You will need to enter this App PIN each time You wish to access your Accounts via the Mobile Banking App unless You use fingerprint sign in to access your Accounts.

You receive and agree to these Mobile Banking App Terms and Conditions on your own behalf and as an agent for anyone accessing or operating your Account/s through the Mobile Banking App. Your agents will also be required to agree to these Mobile Banking App Terms and Conditions when they register their Mobile Device to enable them to access the Mobile Banking App.

A copy of these Mobile Banking App Terms and Conditions is available for viewing from within the Mobile Banking App and on IMB's website at www.imb.com.au.

You are required to read and understand these Mobile Banking App Terms and Conditions before registering your Mobile Device and accessing your Accounts via the Mobile Banking App. It is important that You read and fully understand these Mobile Banking App Terms and Conditions as they set out your rights and responsibilities when using the Mobile Banking App to access your Accounts. We recommend that You print and keep a copy of these Mobile Banking App Terms and Conditions.

We do not warrant that the Mobile Banking App will be available and/or functional at all times. We warrant that We will comply with the requirements of the ePayments Code.

54.2. Fees and Charges

We may charge You and debit your Account with any fees and charges which apply to your use of the Mobile Banking App. Other fees and charges may be payable under your specific Account terms and conditions.

Details of the current fees and charges are set out in the **PDS – Fees, Charges and Limits**, which is available on our website at www.imb.com.au, at an IMB Branch or by contacting IMB on 133 462.

IMB is not responsible for any costs that You may incur, including but not limited to data usage costs, as a result of downloading and using the Mobile Banking App on your Mobile Device. Please check with your Mobile Device service provider for any fees that may apply in relation to downloading or using the Mobile Banking App.

54.3. Benefits of using the Mobile Banking App

If You are registered for Internet Banking, You can register for the Mobile Banking App. The Mobile Banking App allows You to access certain Accounts and complete certain transactions any time, 24 hours a day, 7 days a week (subject to system availability and maintenance and any applicable daily transaction limits).

54.4. What You can do in the Mobile Banking App

The following services are available on some of our Accounts through the Mobile Banking App:

- Account balance enquiry;
- transaction history enquiry;
- transfer funds between your IMB Accounts;
- make payments to Payees or Billers including to new Payees and Billers without the need to authenticate the Payee and Biller.

Not all of the services available within Internet Banking are available through the Mobile Banking App.

Where more than one signatory is required to authorise a transaction on an Account, the transaction cannot be performed via the Mobile Banking App and the signatories will have to follow the usual procedure for authorising such transactions through Internet Banking, Telephone Banking or by attending a Branch.

54.5. Risks associated with using IMB's Mobile App

54.5.1 There is a risk of Unauthorised Transactions occurring via the Mobile Banking App on your Account as a result of use of your Mobile Device, human error or fraud. Please see clauses 55 and 59 of these Terms and Conditions for information about:

- a) Keeping your App PIN secure; and
- b) When You will be liable for Unauthorised Transactions.

54.5.2 Once You have processed a transaction through the Mobile Banking App, it cannot be stopped.

54.5.3 You are responsible for ensuring that all details You enter for BPAY Payments, Osko Payments and third party payments are correct. If your instructions are incorrect, We will attempt to recover any incorrect payment on your behalf, but if We are unable to do so, We are not responsible for that payment. Please refer to clauses 55.5 and 60 of these Mobile Banking App Terms and Conditions for further details.

54.6. Mobile Banking App Registration and Access

54.6.1 To access the Mobile Banking App facility, You must be registered for Internet Banking and have provided your mobile phone number to receive SMS. You can register for Internet Banking at any IMB Branch, by calling IMB on 133 462 or by

accessing the Internet Banking registration form from IMB's website at www.imb.com.au, and sending the completed form to PO Box 2077, Wollongong NSW 2500 or faxing the completed form to IMB on (02) 4229 4606. If You open an Account as a new member on or after 1 August 2015, You will automatically be registered for Internet Banking unless You tell Us otherwise. For more information about IMB's Internet Banking, please refer to the relevant sections of the PDS or IMB's Internet Banking terms and conditions available on IMB's website.

54.6.2 To register for the Mobile Banking App, You must download the Mobile Banking App relevant to your Device type. For details of where to download the Mobile Banking App from please refer to IMB's website. Only those locations listed on our website are authorised to offer IMB's Mobile Banking App and You must only access the Mobile Banking App from those locations. You must then follow the registration instructions within the Mobile Banking App to register your Device with IMB for use to access your Accounts. You will be required to accept these Terms and Conditions in order to continue the registration process and access your Accounts via the Mobile Banking App.

54.6.3 The registration process will require You to enter your IMB member number and Internet Banking password. Once You have done this You will receive an OTP via an SMS message to the mobile phone number provided for Internet Banking. You will be required to enter that security code to continue the registration process. You will then be asked to create and enter an App PIN. This App PIN will allow You secure access to your Accounts via the Mobile Banking App. Once your App PIN has been created and verified the registration process is complete. You will be required to enter this App PIN each time You wish to access your Accounts via the Mobile Banking App unless You use finger print sign in to access your Accounts.

54.6.4 If You register a Mobile Device that enables You to use fingerprints stored on the Device to control access to it, You may be offered the choice to use fingerprint sign in to access your Accounts via the Mobile Banking App. If You choose to use fingerprint sign in to access your Accounts via the Mobile Banking App, You must ensure that only your fingerprint is stored on your Mobile Device at all times. You instruct Us to perform any transactions that are initiated when your Account is accessed via the Mobile Banking App using fingerprint sign in through your Mobile Device. You must not activate or continue to use fingerprint sign in to access your Account via the Mobile Banking App if someone else's fingerprint is stored on your Mobile Device. You will be responsible for any transactions that are initiated when your Account is accessed via the Mobile Banking App using a fingerprint stored on your registered Mobile Device.

54.7. Transaction Limits

54.7.1 The maximum daily transaction limit that applies to transactions You perform in Internet Banking also applies to and includes transactions You perform via the Mobile Banking App.

54.7.2 Transactions You perform using the Mobile Banking App and Internet Banking are combined to make up your maximum daily transaction limit.

54.7.3 Please refer to the PDS, Fees, Charges and Limits for details about the transaction limits that apply.

54.7.4 You may request that IMB change (i.e. increase or decrease) any maximum daily transaction limit, however, You agree that by doing so, You may be liable for further losses which exceed any maximum daily transaction limit. Your liability for Unauthorised Transactions via the Mobile App is determined in accordance with the ePayments Code. IMB may decline to authorise any request for a change to any maximum daily transaction limit in its absolute discretion.

55. Internet Banking and Mobile Banking App – General Terms and Conditions

55.1. Your Agreement to Receive Information Electronically

55.1.1 By using IMB's Internet Banking facility or the Mobile Banking App and accepting these Terms and Conditions, You agree to IMB communicating with You electronically in relation to Internet Banking and the Mobile Banking App and the Internet Banking or Mobile Banking App Terms and Conditions and/or in relation to any other matter which IMB deems appropriate and for which We are permitted to communicate with You electronically.

55.1.2 IMB may contact You via Secure E-mail within Internet Banking to provide You with notices as required under the ePayments Code, as well as other information that We are required to provide You or otherwise wish to draw your attention to from time to time. If You do not check your Secure E-mail regularly, You may not become aware of important information related to Internet Banking, the Mobile Banking App or other IMB matters.

55.1.3 You acknowledge that by agreeing to receive information electronically, You will not receive this information in paper form or any other form or by any other method, unless You request it from IMB.

55.1.4 Further to the situations described in clause 55.1.2, to the extent permitted by law, We may also give You notices as required by law and/or other information to which We wish to draw your attention from time to time, by one or more of the following means:

- a) personally; or
- b) by sending it by post to the address nominated by You; or

- c) by sending to a fax number or electronic address nominated by You; or
- d) by electronic notice posted on the IMB website at www.imb.com.au or on your Internet Banking log on page or within the Mobile Banking App; or
- e) by newspaper advertisement; or
- f) by Secure E-mail.

55.1.5 If a notice is sent by post, delivery of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice. The notice is deemed to have been delivered on the 2nd Business Day after the date of its posting.

55.1.6 If a notice is sent by facsimile or electronic transmission, delivery of the notice is deemed:

- a) to be effected by properly addressing and transmitting the facsimile or electronic transmission; and
- b) to have been delivered on the day following its despatch.

If notice is placed by way of newspaper advertisement, delivery of the notice is deemed to be effected on the date the notice is placed in the newspaper.

55.1.7 If a notice is posted on the Internet Banking log on page or within the Mobile Banking App, delivery of the notice is deemed to be effected on the date IMB posts the notice.

55.1.8 Unless required by law, notice may be given by Us to joint Account Holders by giving the notice to the primary joint Account Holder only.

55.2. Termination and Suspension of Internet Banking or Mobile Banking App access

55.2.1 We may cancel your access to Internet Banking or the Mobile Banking App at any time without prior written notice for any reason, including but not limited to:

- a) You have closed your Accounts;
- b) We believe the use of Internet Banking or the Mobile Banking App may cause loss to You or Us;
- c) We believe that the quality or security of Internet Banking or the Mobile Banking App is inadequate;
- d) We are required to do so by law or a court order;
- e) if We deem your use to be inappropriate;
- f) We are otherwise obliged to discontinue providing Internet Banking or the Mobile Banking App;
- g) You, your ATOs or a Delegated User or someone acting on your behalf or under your direction is suspected of being involved in fraudulent activity when dealing with Us or any third party; or
- h) in relation to your access to the Mobile Banking App, You are no longer registered for Internet Banking, your Internet

Banking access has been cancelled or Internet Banking access is unavailable.

55.2.2 We will inform You in writing after We cancel your access. If You want to use Internet Banking or the Mobile Banking App at a later time, You may ask Us to allow You to register again. IMB, in its absolute discretion, may decline your request if, for any reason, it does not consider it reasonable to restore your access.

55.2.3 You can cancel your registration for Internet Banking by telling Us, at any time, that You wish to do so. If You want to use Internet Banking at a later time, You may ask Us to register You again.

55.2.4 You can cancel your registration for the Mobile Banking App at any time by deleting the Mobile Banking App from your Mobile Device.

55.2.5 You can cancel access to your Accounts via Internet Banking and by your ATOs and Delegated Users at an IMB Branch.

55.2.6 We may refuse to give effect to an Internet Banking transaction or a Mobile Banking App transaction requested by You without being required to give any reason or advance notice to You.

55.3. **Types of Internet Banking and Mobile Banking App Users**

There are 3 types of Internet Banking and Mobile Banking App Users who can access Accounts through Internet Banking and the Mobile Banking App:

- a) an Account Holder;
- b) an ATO who is a signatory on an Account and has authority to operate an Account; and
- c) a Delegated User, who can be granted access to an Account only by the Account Holder/s (applies to business Accounts only).

55.4. **'Authority to Operate' and 'Delegated User'**

55.4.1 Authority to Operate (ATO)

If You appoint an ATO to your Account, they may access that Account via Internet Banking and the Mobile Banking App.

The following conditions apply to ATOs:

- a) each ATO You appoint must apply to IMB to be a member and meet IMB's identification requirements before they will be able to access your Account;
- b) Internet Banking transactions and other instructions must be authorised by the required number of ATOs (i.e. where an Account requires more than 1 to sign);
- c) ATOs are required to accept the Internet Banking Terms and Conditions prior to accessing Internet Banking and the

Mobile Banking App Terms and Conditions prior to using the Mobile Banking App;

- d) You are responsible for all the transactions performed by any ATOs that You appoint, as if You made them yourself;
- e) ATOs will have access to the Accounts to which You have appointed them as ATO, as if they were the owner of the Account; and
- f) You should consider carefully whether to appoint an ATO as You will be solely responsible for their actions.

55.4.2 Delegated User

This section applies to business members who have registered for Internet Banking and have appointed Delegated Users to have access to their Accounts.

An Account owner can authorise a person to have limited access to their Account/s via Internet Banking. This Delegated User will also have access to those Accounts via the Mobile Banking App. The level of access to these Accounts (i.e. transaction limits) is managed by the ATOs You have authorised on those Accounts.

If You authorise a person to have limited access to your Accounts via Internet Banking, the following conditions apply:

- a) the Delegated User will have access to your Account through Internet Banking and the Mobile Banking App only (i.e. they cannot perform a transaction on your Account via any other channel);
- b) each Delegated User You authorise must apply to IMB to be a member and meet IMB's identification requirements before they will be able to access on your Account;
- c) upon registering for Internet Banking, each Delegated User will be issued with a member number and Access Code. These details will be required for the Delegated User to gain access to Internet Banking;
- d) Delegated Users are required to accept these Internet Banking Terms and Conditions, prior to accessing Internet Banking;
- e) Delegated User's who have registered for the Mobile Banking App will be able to access your Account/s via the Mobile Banking App. Delegated User's will be required to accept the Mobile Banking App Terms and Conditions prior to accessing the Mobile Banking App.
- f) You cannot appoint a Delegated User to access your Account unless You have authorised at least one ATO on that Account;
- g) notwithstanding clause 55.3, the ATOs on your Account will manage the access of Delegated Users on your Account as follows:
 - i) if more than one ATO is required to authorise Internet Banking transactions and other requests on the

- Account, then that number of ATOs, as nominated by You in the Account form, is required to authorise a Delegated Users access to your Accounts;
- ii) if You require two or more Delegated User's to authorise transactions on your Account, then those Delegated User's will be unable to perform those transactions within the Mobile Banking App and they will need to log on to Internet Banking and follow the usual procedure to conduct a transaction;
 - iii) Delegated Users will have access to the Accounts to which the ATOs on your Account authorise them to have access, as if they were the owner of the Account;
 - iv) the ATOs on your Account have authority to limit the level of access of a Delegated User including what Accounts a Delegated User can view and access; and
 - v) an ATO cannot grant a Delegated User greater access than the ATOs own level of access.
- h) You are responsible for all the transactions made by any Delegated Users that You appoint, as if You made them yourself;
 - i) You must tell IMB, in writing, if You wish to cancel/revoke a Delegated Users access to your Account/s;
 - j) You acknowledge that where a Delegated User has access to more than one of your Accounts and an ATO removes a Delegated User from one Account, they will be automatically removed from all of your Accounts to which they have access. If You wish for a Delegated User to remain on any of your other Accounts, the ATOs on these Accounts will need to restore the Delegated Users access by re-authorising their access via Internet Banking.

55.4.3 Where You authorise Delegated Users to access your Account/s via Internet Banking, the following conditions apply to their access level:

- a) the Delegated User will be able to access the Account/s via the Mobile Banking App;
- b) You are required to indicate on your Member Form whether You wish for the Delegated Users to have 'Full' or 'View Only' Internet Banking access to Accounts You authorise them to access via Internet Banking. The Delegated User will have the same access via the Mobile Banking App;
- c) You cannot vary the access level (View Only or Full access) for different Account/s You authorise Delegated Users to access via Internet Banking. The access level You choose will apply for all Account/s You have authorised a Delegated User to have access to via Internet Banking;
- d) the access level of your Delegated Users will be the same access level (View Only or Full) as the ATOs on that Account, subject to any further limitations the ATOs on that Account impose on the Delegated Users on that Account.

55.5. Checking your payment instructions

55.5.1 You must take care to identify the correct BSB and Account number or PayID for a Payee, otherwise, the payment may be made to the incorrect Account.

55.5.2 We are not required to, and do not, check that the BSB number, Account number, PayID or credit card account number correspond with the financial institution and account name of the Payee, provided by You.

55.5.3 Any error in these details may result in a transfer being made to an incorrect Payee or the transfer not being made at all. We are not responsible for any inaccuracy in instructions given by You.

55.5.4 Your instruction may not be processed if:

- a) all necessary information is not provided;
- b) there are insufficient available funds in your Account from which the funds are to be transferred;
- c) the amount of the transfer is less than the minimum deposit requirements of the account type to which the funds are to be transferred where that account is an IMB Account;
- d) the amount of the transfer is less than the minimum withdrawal requirements of the account type from which the funds are to be transferred;
- e) there is a restriction against the Account from which the funds are to be transferred which prevents the funds transfer; or
- f) We are restricted or prohibited by law from permitting the transfer to occur.

55.5.5 Only in limited circumstances can We stop or countermand a transaction that has been processed.

55.6. Your security

It is your responsibility to obtain and maintain any Electronic Equipment, including any Mobile Device which You will need to have access to Internet Banking or the Mobile Banking App or effect a transaction within Internet Banking or via the Mobile Banking App. You must make every effort to ensure that your Access Codes and Electronic Equipment used to access Internet Banking and the Mobile Banking App are not misused, lost or stolen or defective in some way. If You fail to ensure the security of your Access Code or Electronic Equipment, You may be liable for transactions that occur on your Account.

You must take all reasonable steps to protect the security of your Electronic Equipment, ensuring that your Electronic Equipment does not have any viruses, trojans or other malware or any form of program or mechanism for recording your Access Identifiers, Access Codes or any other details required to access Internet Banking or the Mobile Banking App.

The guidelines in clause 58 are designed to help keep your Access Codes, Devices and any Electronic Equipment used to access Internet Banking or the Mobile Banking App secure. By following these guidelines, You can assist in preventing misuse of your Access Codes, Devices or any Electronic Equipment used to access Internet Banking or the Mobile Banking App.

Liability for Unauthorised Transactions will be determined in accordance with the ePayments Code and not under the guidelines in clause 59.

56. Cards

56.1. Issue of Cards

Each Card is for the sole use of the person authorised to use it and is only valid from the valid from date (if shown) to the valid end date (if shown) on it. If there is more than one Account Holder, then You are jointly and severally bound to comply with this PDS, and are liable for all amounts which are owing to Us at any time on the joint Account.

Each Card remains the property of IMB. You must return the Card as soon as We ask You to do so. We may cancel the Cards or issue replacement Cards at any time for any reason, including but not limited to where We have reason to believe the security of the Card has been compromised or We detect suspicious or unusual transaction activity. You must sign your Card as soon as You receive it.

We may charge a fee in relation to the issue of Cards. Refer to the **PDS - Fees, Charges and Limits** for details.

56.2. Accepting this agreement

56.2.1 Accounts with no Personal Credit Line facility

Unless You have already accepted this agreement, the first time You or an Additional Cardholder use the Card or any other means to transact on your Account, You will automatically be accepting this agreement. This agreement then applies to all transactions on your Account.

If You do not want to accept this agreement, do not use your Card or permit an Additional Cardholder to use their Card. Instead, return all Cards to Us (cut in half for your protection), and contact IMB DIRECT on 133 IMB (133 462) or call into one of our Branches to inform Us of your non-acceptance.

56.2.2 Accounts with Personal Credit Line facility

Unless You have already accepted this agreement, the first time You or an Additional Cardholder use the Card or any other means to transact on your Account after the Personal Credit Line facility has been attached, You will automatically be accepting this agreement. This agreement then applies to all transactions on your Account.

If You do not want to accept the terms and conditions in this agreement relating to your Personal Credit Line facility, do not transact on your Account or permit an Additional Cardholder to transact on your Account after the Personal Credit Line facility is attached. You must then contact IMB DIRECT on 133 IMB (133 462) or call into any IMB Branch to inform Us of your non-acceptance.

56.3. Other conditions

All terms and conditions applying to your Linked Accounts also apply when You or an Additional Cardholder use the Card on these Accounts.

56.4. Privacy

In addition to the privacy information contained in Part A of this PDS, the following information may apply to your Account.

56.4.1 Account Users

If You have a Personal Credit Line facility attached to your Account, and your Account is in more than one person's name, each of You agrees that each person may use the Account and have access to Account information without any other Cardholder's consent.

56.4.2 Monitoring of EFT Transactions

In some cases, surveillance Devices such as cameras and video cameras may be used to monitor EFT Transactions at Interfaces.

56.5. Encoding

To gain access to the convenience of electronic banking Interfaces, including ATMs and EFTPOS, your Card will be encoded and your PIN will be linked to your registered Account. This will be completed by Us prior to issuing your Card.

Caution! When your Card is magnetically encoded and the Card is exposed to a strong magnetic field or comes into contact with a plastic security access Card, the encoded information may be destroyed. The Card may then be unusable in electronic Interfaces.

56.6. Additional Cardholder

You may nominate any person to be your agent to operate on your Account. If approved, We will issue that person with a Card linked to your Account.

You should ensure that any Additional Cardholder has read and understood this PDS. If your Additional Cardholder does not comply with this PDS, You will be in default.

You are liable to pay for (or to repay) any credit provided to any Additional Cardholder. Your Account will be debited with all transactions made by any Additional Cardholder. Accordingly,

You are responsible for all these transactions as if You had made them yourself.

You must tell Us in writing if You want to cancel an additional Card or stop an additional Card from being used. We may not cancel the right to use the Card until it is returned to Us. You remain responsible for all transactions made with an additional Card until it is returned to Us.

You consent to Us giving an Additional Cardholder information about your Account.

56.7. Using the Card

56.7.1 Using the Card to obtain goods and services at a merchant:

You can normally use the Card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where the Card symbol is displayed, as follows:

- a) all Cards can be used in Australia;
- b) your Cashcard can be used at any ATM or EFTPOS device and giroPost outlets ; and
- c) your Visa Card can be used throughout the world at participating merchants.

The fact that the Card symbol is displayed at a merchant's premises does not mean that We guarantee that all goods and services available there may be obtained by using the Card. We are not responsible if a merchant refuses to accept the Card, does not allow cash withdrawals or places other limitations on using the Card.

We have no control over the hours a merchant may be open for business. The hours during which an Interface will be available may therefore vary in accordance with the merchant's opening hours.

Where You use your Card to complete a transaction using contactless technology, or You swipe or dock your Card through or in an electronic card reader, or manually take an imprint of your Card (or allow a merchant to do any of these things), or You give a merchant your Card details over the telephone or internet, You acknowledge that by doing so this may affect your available balance by reserving the amount of the transaction.

You understand that the "contactless" and "small ticket" transaction services allow selected merchants to accept transactions on Cards without requiring them to obtain the Cardholder's signature or PIN, for transactions up to \$100 AUD and \$35 AUD respectively (or such other amount advised by Us or the merchant from time to time).

56.7.2 Using the Card to obtain goods and services via mail order, internet and telephone.

You can use the Card to obtain goods and services through mail order, internet and by telephone, **where the merchant accepts that form of payment.**

56.7.3 Authorisation

You must check that the correct amount is entered in an Interface or written in the total box on a voucher before You authorise the transaction or sign the voucher.

Some transactions need authorisation from Us. We may choose not to authorise a proposed transaction, including, for example, where We reasonably consider that there is a risk of loss or fraud through the use of particular merchants.

We are not responsible for goods or services obtained by using the Card, unless the law makes Us liable. Therefore, if You have any complaints about goods or services, You must take them up with the merchant.

56.7.4 Using the Card to obtain cash withdrawals

Subject to our daily cash withdrawals limits, You can obtain cash from your Account at any of our Branches up to the sum of your available credit limit and any deposit balance on your Card Account by presenting your Card at the counter and completing a withdrawal voucher.

You can also use the Card in combination with your PIN to obtain cash from any of our ATM and EFTPOS Interfaces and the ATM and EFTPOS Interfaces of any associated organisations (ask at any Branch for details).

You may also be able to obtain a cash withdrawal on your Account by presenting your Card at a branch counter of some of these associated Organisations provided You wish to obtain a Visa cash advance only.

When obtaining cash at a branch of any financial institution, You may be required to produce suitable identification which identifies the holder of the Card (such as photographic driver's licence or passport).

You may obtain cash with your Visa Card from any ATM or from any bank branch throughout the world displaying the Visa logo.

The minimum amount of cash You can obtain using the Card may vary depending on which financial institution and ATM Interface You use the Card at. Some merchants who have Interfaces may also allow You to withdraw cash from your Linked Accounts at the same time as You pay for goods or services.

You may be able to transfer amounts from a nominated Account to another Account You have with Us. Those amounts

transferred will be treated as cash transfers but do not form part of your daily cash limit. This service is only available for some Accounts, details are available from any of our Branches.

56.8. Vouchers

You agree that the amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the cash price of the goods or services to which the voucher or withdrawal slip relates.

56.9. Using the Card - to access a Linked Account

You can use your Card and PIN or Access Code to gain access to your Linked Accounts at Interfaces.

56.10. Using the Card - Additional Cardholders

Each Additional Cardholder may use their Card on the same terms as those which apply to You under this clause 56.

56.11. Daily limits at ATMs

The maximum amount of cash You and an Additional Cardholder can obtain with the Card and PIN through ATMs on any one day is shown in the Schedule and in Part A of this PDS. For this purpose each day ends at midnight New South Wales time.

56.12. Using an Interface

When You or an Additional Cardholder use the Card and PIN or Access Code at an Interface, You authorise Us to act on the instructions entered into the Interface.

If it is not possible to carry out the instructions You or an Additional Cardholder give an Interface on your Account, the transaction may be directed to a Linked Account.

Money is at your risk from when it becomes visible or available to You or an Additional Cardholder at an ATM.

56.13. How We process transactions if You use the Card outside Australia

Visa Card transactions are converted from the currency of the transaction to the Australian dollar equivalent or to United States dollars then to the Australian Dollar equivalent as at the date they are processed by Visa International at rates determined by Visa International.

This amount, plus the Visa Foreign Currency Conversion Fee of 1% which is charged on every transaction involving foreign currency, together with any other charges will then be debited to your Account.

A fee may be payable for each withdrawal processed overseas. We recommend that You check the relevant fees and charges from time to time.

All transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.

56.14. What You must pay

You must pay Us for all amounts debited to the Card Account.

These include:

- a) amounts shown on sales vouchers for goods and services obtained from a merchant either directly or by mail, internet, or telephone order;
- b) the amount of all cash withdrawals;
- c) interest charges;
- d) government taxes, duties and charges payable by Us in connection with the Account (whether or not You are primarily liable to pay them) (details of some current government charges are given in the Schedule); and
- e) our fees or charges referred to in clause 10.

If You overdraw your Account for any reason, or if You exceed the credit limit shown in your Loan Contract or personal credit line Schedule, the overdrawn amount will be treated as unplanned credit and the provisions of clause 7.1 will apply. You must repay any overdrawn amount immediately with interest and any costs incurred or administrative fees charged by Us. Where your Account is overdrawn, We may also charge You a Default Fee (see clause 10.4).

In addition, enforcement expenses and other enforcement costs may become payable by You in the event of a breach (see clause 7.1).

You are also liable for unauthorised use of your Card as set out in clause 59.

56.15. Closing your Account

You may close your Account at any time by telling Us in writing, returning all Cards on the Card Account (cut in half for your protection) and by complying with clause 56.17.

56.16. Cancellation and return of Cards

We may cancel any Card at any time without notice for any reason. If your Account is in credit We may close it by:

- Giving You reasonable notice; and
- Repaying You the amount of any credit balance. The Card cannot be used if it is cancelled by Us.

Without limiting the reasons why We may do so, this may happen if:

- We reasonably consider You induced Us to issue your Card by fraud; or
- We believe the Card is being used in a way that may cause loss to You or Us.

You must return all Cards on the Account (cut in half for your protection) immediately if:

- We close your Account;
- We cancel your Card; or
- We request You to do so.

56.17. Payment on closure or cancellation

We may charge You a fee for closing your Account that is our reasonable estimate of the costs of closure.

If You or We close your Account, or if We cancel your Card in any circumstances, You must immediately:

- a) Return all Cards on your Account; and
- b) Pay the full amount owing on demand from Us (this amount includes amounts for transactions not yet processed on the Account, government taxes and duties and other charges for the period up to closure or cancellation and any of our fees and charges incurred before closure or cancellation).

(Clause 59 applies if a Card is used without your knowledge or consent during that period.) You acknowledge that there is no agreement, arrangement or understanding between You and Us that We may demand repayment only when a particular event occurs or does not occur.

Also, You must repay any credit provided between the time of closure or cancellation and the time We receive back all Cards.

56.18. ATMs of other Organisations

Other Organisations can determine from time to time what transactions can be carried out at their ATMs. You should ask Us or the relevant Organisation for more information.

We do not warrant the ATMs of other Organisations are always available and fully functional. We do not accept any liability for any transaction made (or attempted to be made) at ATMs of other Organisations except to the extent that our systems or equipment are involved in the transaction. If our systems or equipment are involved in the transaction and You knew (or should have known) that the system was not working properly but went ahead and used it anyway, We may only have to correct any errors and refund relevant fees.

Where You use a non-IMB ATM You may be required to pay a direct charge to the ATM operator. You will be advised of any direct charge when You conduct the transaction at the ATM. Alternatively, if We have an alliance relationship with a particular ATM operator, We may have arrangements whereby You will not pay a direct charge, but may instead pay a transaction fee. Refer to the **PDS – Fees, Charges and Limits** for fees relating to ATM transactions.

56.19. Interface transactions

Our Visa Cards can be used to obtain cash in local currency at most overseas Interfaces displaying the Visa logo. Some keyboards at Interfaces do not display the letters of the alphabet shown below. The number which is equivalent to your PIN must be keyed to complete a transaction.



56.20. Lost Cards or PIN or Access Code revealed

You must tell Us and ensure that any Additional Cardholder tells Us as soon as possible if a Card is lost or stolen or You suspect that a PIN or Access Code is known to someone else or You suspect any unauthorised telephone or other use of the Account.

You may notify Us in Australia by contacting **IMB DIRECT** on 133 IMB (133 462) 8am to 8pm, Monday to Friday, or an after hours hotline on 1800 800 521.

In the case of a lost or stolen Visa Card, if You are overseas You may telephone the Visa Emergency Assistance Centre on +1 303 967 1090. You will need to give Us all relevant information You may have, so that We can suspend Card and Access Code access to your Account and Linked Accounts. You must confirm in writing any notice You give Us by telephone.

When You report the matter You may be given a notification number (or other form of acknowledgment). You should retain that number as confirmation of the date and time of your report.

In Australia if You are unable to report to Us because our facilities are unavailable during particular periods, You are not liable for any Unauthorised Transaction which could have been prevented if You had been able to tell Us. However, You must tell Us within a reasonable time after our facilities become available again.

57. Personal Credit Line

57.1. Credit limit

Where your Account has a Personal Credit Line facility attached, your credit limit is shown in the Schedule.

This is the maximum amount of credit You may obtain on your Account, including any accrued interest charges.

You should tell an Additional Cardholder about your credit limit. You are responsible if the credit limit is exceeded.

If the balance owing on your Account is more than the credit limit, You must immediately repay Us the excess amount. We need not ask You for it first. That payment is in addition to your normal repayment obligation.

Also, if the balance owing on your Account is more than the credit limit, clause 7.1 will apply. You will be charged interest and if You do not repay the overdrawn amount immediately We may charge You a Default Fee (see clause 10.4).

You may ask Us in writing to increase your credit limit and, if We decide to do so, We must tell You the new credit limit in writing.

We may reduce the credit limit or stop providing further credit as We choose (acting reasonably). If We do so, We will tell You in writing.

57.2. Annual percentage rate and daily percentage rate

Where your Account has a Personal Credit Line facility attached, the annual percentage rate and daily percentage rate on your Account are shown in the Schedule.

Whether You have a Personal Credit Line facility attached to your Account or not, We may change the annual percentage rate and daily percentage rate at any time. If We do, We will notify You in writing or by newspaper advertisement on or before the date of the change. **The new annual percentage rate applies from the date We specify in the notice.**

57.3. National Credit Code

To the extent that the National Credit Code applies to this agreement and:

- a) that Code would otherwise make a provision of this agreement illegal, void or unenforceable; or
- b) a provision of this agreement would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, this agreement is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

58. Security of Cards, PINs and Access Codes

This section applies to all forms of electronic banking and the use of Cards.

The security of your Card, Access Code and/or PIN, and the Card, Access Code and/or PIN of Additional Cardholders is very important. You must make every effort to see that your Card, Access Code and any record of your PIN is not misused, lost or stolen. You must keep your Access Codes and PIN secret. Your Card is for your personal use only. You must not give your Card to another person to use or perform a transaction on your behalf. If You fail to observe the security requirements set out in this PDS You may incur increased liability for unauthorised use of your Card, Access Code or PIN (please refer to clause 59).

58.1. Protecting your PIN or Access Code

To protect your PIN or Access Code, You must:

- a) try to memorise it;
- b) destroy our letter telling You the PIN or Access Code;
- c) not keep a record of your PIN or Access Code, or if You have a record ensure it is reasonably disguised (see clause 58.2 for further guidance);
- d) not keep a record of your PIN or Access Code together with a record of your member number;
- e) not keep a record of your PIN or Access Code stored in your Electronic Equipment;
- f) not keep a record of your disguised PIN or Access Code on your Card;
- g) not select a PIN or Access Code that is the same as, or similar to, any other code or PIN You have for any Account or Access Facility You have with Us;
- h) if You select a PIN or Access Code, not select a number or word that can be easily associated with You, such as your date of birth, your marriage date, telephone number, bank Account number, car registration numbers, social security numbers, family members names, license number or children's birth dates or any other number that can be associated with You;
- i) make sure nobody watches You enter your member number, PIN or Access Code into an Interface;
- j) not enter your PIN or Access Code into a web page which has been accessed by a link from an E-mail, even if the E-mail may appear to have been sent by IMB;
- k) only access IMB Internet Banking through IMB's website at www.imb.com.au;
- l) check your Account statements regularly and report any Unauthorised Transactions promptly;

- m) not disclose your PIN or Access Code or make it available to any other person (including a family member or friend); and
- n) change your Access Code regularly.

58.2. What is NOT a reasonable attempt to disguise a PIN or Access Code

If You record your PIN or Access Code You must make a reasonable attempt to disguise it. The following are examples of what is NOT a reasonable attempt to disguise your PIN or Access Code:

- a) recording your PIN or Access Code in reverse order;
- b) recording your PIN or Access Code as a telephone number or part of a telephone number;
- c) recording your PIN or Access Code as a telephone number in its correct sequence;
- d) recording your PIN or Access Code among other numbers or letters with any of them marked to indicate the PIN or Access Code;
- e) recording the PIN or Access Code disguised as a date; or as an amount;
- f) recording your PIN or Access Code (in sequence or disguised format) and describing it as a PIN or Access Code or in any way that can be linked to your Card or electronic banking (e.g. IB code 0000 or IMB code 0000);
- g) recording your PIN or Access Code using alphabetical characters or numbers (Example: A=1, B=2, C=3 etc); and
- h) recording your PIN or Access Code in any low security electronic Device such as (but not limited to):
 - i) calculators
 - ii) personal computers
 - iii) electronic organizers
 - iv) mobile phones and smart phones
 - v) diaries

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN or Access Code.

You must not act with Extreme Carelessness in failing to protect the security of all PINs and/or Access Codes.

58.3. Additional Cardholders

We also give each Additional Cardholder a PIN or Access Code. You must ensure that each Additional Cardholder protects their Card and stores their PIN or Access Code as safely as clause 58 requires You to protect and store yours.

58.4. If You think that your security has been compromised

58.4.1 You must tell Us as soon as possible if:

- a) You suspect that your PIN or Access Code is known to someone else or You suspect any unauthorised use of it; and/or
- b) a Device or a piece of Electronic Equipment has been lost or stolen or You are aware or suspect that it has become subject to unauthorised use.

You may notify Us by calling IMB 133 462.

58.4.2 You will need to provide Us with all the relevant information You may have, so that We can take appropriate actions to prevent any Unauthorised Transactions on your Accounts.

58.4.3 If your Internet Banking password is stolen, You suspect that your Internet Banking password is known to someone else, or You suspect any unauthorised use of your Internet Banking password, You must immediately log on to Internet Banking and change your Internet Banking password.

58.4.4 If You forget your PIN or Access Code You must inform IMB by calling 133 462 and have your PIN or Access Code replaced.

58.4.5 If your Internet Banking registration is cancelled, or your Mobile Banking App access is cancelled, any future dated payments that You had authorised using Internet Banking will not be cancelled. You will need to arrange with IMB to have these payments cancelled.

58.4.6 You will not be liable for any Unauthorised Transactions which occur after You notify Us of the loss, disclosure or theft of your PIN or Access Code subject to clauses 59.3 and 59.4 of this PDS.

58.5. Providing notification

58.5.1 Where You are required to notify Us of the misuse, loss or theft of a piece of Electronic Equipment or that the security of the PIN or Access Code forming part of the Access Facility has or may have been breached, notification is deemed effective if provided by You by telephone to IMB on 133 462, via Secure E-mail from Internet Banking or by fax on (02) 4229 4606. We will acknowledge all notifications You make to Us in accordance with this clause.

58.5.2 If You are unable to notify Us because our facilities are unavailable (eg. outside of operating hours) You are not liable for any Unauthorised Transactions that have occurred and could have been avoided if You were able to notify Us. However, You must notify Us within a reasonable time after our facilities become available again.

59. Liability for Unauthorised Transactions

This section applies to all forms of electronic banking and the use of Cards.

An Unauthorised Transaction is a transaction which is not authorised by You or is executed without your knowledge or consent. No transaction entered into by You, an Authority to Operate, Delegated User or an Additional Cardholder can be an Unauthorised Transaction for the purpose of this clause 59.

If You detect an Unauthorised Transaction, You should contact Us immediately on 133 462 between 8am to 8pm, Monday to Friday, 9am – 4pm Saturday, by fax on (02) 4229 4606 or by Secure E-mail from Internet Banking. We will acknowledge any report You make to Us of a suspected Unauthorised Transaction.

This section provides guidelines in relation to your liability for Unauthorised Transactions. Please note, however, that liability for losses resulting from Unauthorised Transactions are ultimately determined in accordance with the ePayments Code, rather than these guidelines.

59.1. When You will not be liable for an Unauthorised Transaction and will get your money back

You will not be liable for:

- a) losses that are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or merchants or their agents or employees;
- b) losses related to any component of an Access Facility, Access Device, Access Identifier or Access Code which is forged, faulty, expired or cancelled;
- c) losses relating to transactions that took place before You received your Access Device or Access Code;
- d) losses that are caused by the same transaction being incorrectly debited more than once to the same Account;
- e) losses resulting from Unauthorised Transactions occurring after You notify Us that your Card or a Device or any component of an Access Facility has been misused, lost or stolen or the security of your Access Code has been breached;
- f) losses relating to conduct We expressly authorised that contributed to the Unauthorised Transaction;
- g) losses arising from an Unauthorised Transaction where it is clear that You have not contributed to the loss and/or
- h) losses relating to Unauthorised Transactions made using an Access Device where an Access Code was not required to complete the transaction, except where You unreasonably delay notifying Us of the loss or theft of the Access Device.

If, after our investigations, any of the above circumstances are deemed by Us to apply to You; We will reimburse the money that has been taken from your Account as a result of the Unauthorised Transaction.

59.2. When You will be liable and You won't get your money back

59.2.1 Where clause 59.1 does not apply, You will be liable for losses resulting from Unauthorised Transactions where We can prove that You contributed to the loss, as follows:

- a) through fraud;
- b) where You do any of the following:
 - i) voluntarily disclose any of your Access Codes or PIN to anyone (including to a family member or friend);
 - ii) keep a record of your Access Code on the outside of one or more of your Access Devices (e.g. your Card), pieces of Electronic Equipment forming part of an Access Facility (e.g. your smart phone), a Device, or on an article carried with any of the above items which is liable to loss or theft simultaneously with the item or is stored within the Device or piece of Electronic Equipment; or
 - iii) keep a record of your Access Code on any articles, without making a reasonable attempt to disguise them and that article;
 - iv) by selecting an Access Code which represents your birth date after We have asked that You not select such an Access Code and explained the consequences of doing so; or
 - v) by otherwise acting with Extreme Carelessness in failing to protect your Access Code.
- c) by leaving your Card in an ATM (as long as the ATM incorporated reasonable safety standards that mitigate the risk of a Card being left in the ATM).

59.2.2 Under clause 59.2.1, You will be liable for all actual losses which occur prior to You notifying Us that a Card, Device or a piece of Electronic Equipment forming part of an Access Facility has been misused, lost or stolen or the security of the Access Codes (including a PIN) and/or Access Identifiers forming part of the Access Facility have been breached.

59.2.3 Notwithstanding clause 59.2.2, You will not be liable for:

- a) the portion of losses incurred on any one day which exceed the applicable daily transaction limit(s);
- b) the portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;

- c) the portion of the total losses incurred on any Account which exceeds the balance in either that Account or your Linked Accounts; or
- d) all losses incurred on any Accounts which We have agreed could not be accessed using the Card, PIN, Access Code, Access Identifier or Access Facility.

59.3. Your liability for unreasonably delaying notification

59.3.1 If We can prove that You contributed to a loss caused by an Unauthorised Transaction by unreasonably delaying notifying Us after becoming aware, or where You should reasonably have become aware of:

- a) the misuse, loss or theft of an Access Device or piece of Electronic Equipment forming part of the Access Facility; or
- b) the security of the PIN or Access Code forming part of the Access Facility being breached; or
- c) the misuse, loss or theft of an Access Device forming part of the Access Facility when an Unauthorised Transaction occurred in a situation that required an Access Device but not an Access Code;

You will be liable for all actual losses which occur between when You became aware or should reasonably have become aware and when You notified IMB.

59.3.2 Notwithstanding clause 59.3.1, You will not be liable for:

- a) the portion of losses incurred on any one day which exceed the applicable daily transaction limit(s);
- b) the portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period (for example where losses exceed the daily transaction limit for the Access Facility);
- c) the portion of the total losses incurred on any Account which exceeds the balance in either that Account or your Linked Accounts;
- d) all losses incurred on any Accounts which We have agreed could not be accessed using the Card, PIN, Access Code, Access Identifier or Access Facility.

59.4. When You have limited liability

Where your PIN or Access Code was required to perform an Unauthorised Transaction and it is not clear whether You contributed to the loss caused by an Unauthorised Transaction, the amount of your liability will be limited to the lesser of:

- a) \$150;
- b) the balance of your Account(s) (including any Agreed Line Of Credit) from which money was transferred and which We have agreed may be

accessed using the PIN or Access Facility at the time of the transaction; or

- c) the actual loss at the time We were notified (where relevant) that the Card or Device or piece of Electronic Equipment forming part of the Access Facility has been misused lost or stolen or that the security of your PIN or Access Code has been breached (excluding that portion of the loss incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s)).

59.5. Liability caused by equipment malfunction

59.5.1 If the electronic banking system malfunctions, alternative manual procedures may be available from the merchant for retail point of sale transactions by using your Card and signing your authorisation of the transaction.

59.5.2 We are responsible for any loss from a transaction caused by failure of an IMB electronic Interface to complete a transaction accepted by that electronic Interface in accordance with your instructions. We will correct the loss by making any necessary adjustment to the appropriate Account (including adjustment of interest or fees incurred as a result of the malfunction).

59.5.3 We are responsible for any loss caused by failure of an IMB Interface to complete a transaction accepted by that Interface in accordance with your instructions.

59.5.4 Notwithstanding clause 59.5.1 or 59.5.2, if You were aware, or should have been aware, that an Interface was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the nominated Account and refunding any charges imposed as a result.

59.6. User instructions/OTP failure

We will be liable if an IMB Interface does not accept your or a User's instructions or an IMB Interface fails to accept your or a User's valid OTP.

59.7. Additional Cardholders

These exceptions apply equally if an Additional Cardholder contributes to the unauthorised use or Unauthorised Transactions in any of the ways listed in the exceptions.

59.8. Dispute Resolution procedure

59.8.1 The procedures in this Clause 59.8 apply to complaints concerning matters covered by this Part E of the PDS (including any apparent error in a transaction, Unauthorised Transaction or an error on your statement). They also apply to complaints concerning BPAY (clause 61) and Osko (clause 62) if You are an individual, except for transactions using a facility designed

primarily for use by a business, and established primarily for business purposes. If You have a complaint, You must tell Us promptly. We will accept a complaint if it is received up to six years from the day on which You became aware, or should reasonably have become aware, of the circumstances giving rise to the complaint but the sooner You bring your complaint to our attention, the more likely We are to be able to resolve it quickly.

59.8.2 If We are able to resolve the issue for You, We will do so immediately. If We can't resolve your issue on the spot, or before close of business on the fifth Business Day, We will provide You with a written response – whether We offer You the resolution You requested or not.

If You are not satisfied with our response to your complaint, please contact the IMB staff member who responded to your complaint to discuss the issue further.

Alternatively, or if You are not satisfied with the IMB staff member's response, to enable Us to better consider your complaint, We encourage You to direct your complaint in writing to:

'Member Relations,
IMB Ltd
PO Box 2077
Wollongong NSW 2500'.

When We receive your complaint, We will advise You in writing that We have received it and the procedures We will use to investigate the matter.

In the case of certain complaints, for example complaints relating to Unauthorised Transactions, We will also request additional information from You to help Us resolve your complaint. If You do not supply this additional information as requested, it may affect our ability to investigate and resolve your complaint in a timely manner.

59.8.3 We will tell You either the outcome of our investigation or the fact that We need more time to complete our investigation. We will do this in writing within 21 days after We receive your complaint. In all but exceptional cases (subject to IMB's discretion), We take less than 45 days to complete our investigation. (If it takes longer, We will tell You in writing).

59.8.4 When We complete our investigation, We will advise You in writing of the outcome and our reasons for our decision, with reference to any relevant provisions of these Terms and Conditions and, where relevant, to sections of the ePayments Code.

59.8.5 If We decide that your Account has been incorrectly debited or credited, We will promptly adjust the Account (including any fees and charges) and tell You in writing of the amount which

has been debited or credited to your Account as a result. If We decide that your Account has not been incorrectly debited or credited, or in the case of Unauthorised Transactions that You contributed to part of the loss, We will provide You with copies of any document or other evidence on which We based our decision.

59.8.6 If You are not satisfied with our decision, You may request a review of the decision by our senior management. We will also advise You of other avenues of dispute resolution that are available to You if We fail to observe the requirements of this PDS when We allocate liability.

59.8.7 If, when conducting our investigation and dispute resolution procedures, there is an unreasonable delay or the outcome of our investigation is prejudiced, or We fail to comply with the provisions of the ePayments Code, We may accept full liability for the amount that is the subject of your complaint.

59.8.8 If You are not satisfied with our decision, please talk to Us first. At any time, however, You can seek an external review of our decision. IMB is a member of the Financial Ombudsman Service (FOS), which is a self-regulatory service providing an external and impartial dispute resolution process for retail members and customers of participating building societies, credit unions, banks and other financial service providers.

The Ombudsman's determinations are binding upon IMB if You accept the decision.

You can contact the Ombudsman by:

Telephone 1800 367 287 (Local call rate within Australia)

Facsimile (03) 9613 6399

Mail The Ombudsman
GPO Box 3, Melbourne VIC 3001 (Australia)

Website www.fos.org.au

E-mail info@fos.org.au

This service is provided free of charge.

59.8.9 We may choose to resolve certain complaints that relate to Cards under the relevant card scheme rules rather than in accordance with clauses 59.8.3 to 59.8.7. In the case that We choose to resolve a complaint in this way:

- a) the timeframes set down by the relevant card scheme apply, instead of the timeframes set out above;
- b) We will advise You of the relevant timeframes that apply to our investigation and when You can reasonably expect a decision;
- c) if We are not able to resolve the complaint within 60 days We will give You:
 - i) written notice of the reason for the delay;

- ii) updates on the progress of the complaint every two months;
- iii) a date when You can reasonably expect a decision (unless We are waiting on a response from You and We have advised You that We require your response);
- d) We will advise You that We have suspended your obligation to pay any amount which is the subject of the complaint (and any credit or other charges related to that amount) until the complaint is resolved.

59.9. Notice of changes

If We change this clause 59, We will give You notice in accordance with clause 2.

Guidance note

- Where We have expressly authorised particular conduct, engaging in that conduct is not a contravention of the requirements of this clause 59.
- Where We have expressly or impliedly promoted, endorsed or authorised the use of an account access service then no disclosure, recording or storage of an Access Code by You that is required or recommended for the purposes of using that account access service is a contravention of the requirements of this clause 59.

60. Mistaken Internet Payments

NOTE: This clause 60 does not apply to BPAY or Osko Payments.

60.1. Mistaken Internet Payments Warning

ADIs rely solely on the BSB and account number (not the Payee Name or similar) to process payment instructions into and out of accounts. The 'Payee Name' (or similar) is for information purposes only and is not taken into account by ADIs when processing a payment instruction.

You must ensure that the BSB and account number You provide in relation to a payment instruction into or out of an account are correct. If the BSB and/or the account number are incorrect, the payment may be made to the wrong recipient. We will not be liable for any losses if the funds cannot be retrieved from the Unintended Recipient.

60.2. Reporting a Mistaken Internet Payment

You may report to Us that You believe a payment You have made to a Payee using Internet Banking or the Mobile Banking App is a Mistaken Internet Payment. We will acknowledge and investigate any report You make to Us under this clause 60.2.

The applicable processes and timeframes for investigating and

responding to a report of a Mistaken Internet Payment are set out in this clause 60 and depend on how quickly You report the payment to Us. We encourage You to report any payment You believe to be a Mistaken Internet Payment to Us as soon as possible – how quickly You report the payment to Us may, in some circumstances, affect the proportion of the payment that can be recovered from the Unintended Recipient.

The processes outlined in this clause assume that the payment You are reporting to Us was initiated via the IMB Internet Banking system or the Mobile Banking App – that is that We are the Sending Institution. If You believe that a payment You have made from another ADI's internet banking system is a Mistaken Internet Payment, You should report the payment as such to the institution whose internet banking system You used to make the payment.

60.3. Process where the report is made within 10 Business Days after the payment

If We are satisfied that a Mistaken Internet Payment has occurred, We will request that the Receiving Institution return the funds. If the Receiving Institution is satisfied that a Mistaken Internet Payment has occurred and confirms that there are sufficient funds in the Unintended Recipient's Account, the Receiving Institution must return the funds to Us within 5 – 10 Business Days. Once We receive the funds from the Receiving Institution, We will return the funds to your Account as soon as practicable.

60.4. Process where the report is made between 10 Business Days and 7 months after the payment

If We are satisfied that a Mistaken Internet Payment has occurred, We will request that the Receiving Institution begin an investigation. The Receiving Institution may take up to 10 Business Days to complete their investigation. If the Receiving Institution is satisfied that a Mistaken Internet Payment has occurred, it must prevent the Unintended Recipient from withdrawing the funds for a further 10 Business Days. The Receiving Institution will notify the Unintended Recipient that the funds will be withdrawn from their Account at the expiration of the 10 Business Days unless the Unintended Recipient can establish that they are entitled to the funds. If the Unintended Recipient does not establish that they are entitled to the funds within this 10 Business Day period, the Receiving Institution will return the funds to Us within 2 Business Days of the expiry of the 10 Business Day period. Once We receive the funds from the Receiving Institution, We will return the funds to your Account as soon as practicable.

60.5. Process where the report is made more than 7 months after the payment

If We are satisfied that a Mistaken Internet Payment has occurred, We will request that the Receiving Institution return the funds. If the Receiving Institution is satisfied that a Mistaken

Internet Payment has occurred, it will seek the consent of the Unintended Recipient to return the funds. If the Unintended Recipient consents, the Receiving Institution will return the funds to Us. Once We receive the funds from the Receiving Institution, We will return the funds to your Account as soon as practicable.

60.6. Process where a report is made but We are not satisfied that a Mistaken Internet Payment has occurred

If We are not satisfied that a payment You have reported to Us is a Mistaken Internet Payment We are not required to take any further action. In this case, You will be liable for any loss You may have sustained by making the payment.

60.7. Process where a report is made but the Receiving Institution is not satisfied that a Mistaken Internet Payment has occurred

If We are satisfied that a Mistaken Internet Payment has occurred but the Receiving Institution is not and there are sufficient funds in the Unintended Recipient's Account, the Receiving Institution may choose to seek the consent of the Unintended Recipient to return the funds. If We receive the funds from the Receiving Institution, We will return the funds to your Account as soon as practicable.

60.8. Process where a Mistaken Internet Payment has occurred but the funds are not available

If both We and the Receiving Institution are satisfied that a Mistaken Internet Payment has occurred but there are insufficient credit funds available in the Account of the Unintended Recipient to cover the full value of payment, the Receiving Institution must use reasonable endeavours to retrieve the funds from the Unintended Recipient. This may include, for example, facilitating repayment of the funds by the Unintended Recipient by instalment.

60.9. Process where the Unintended Recipient is in receipt of income support payments from DHS and DVS

Where the Unintended Recipient is in receipt of income support payments from DHS or DVS, the Receiving Institution must recover the funds in accordance with the Code of Operation: Recovery of Debts from Department of Human Services, Income Support Payments or Veteran's Affairs Payments.

60.10. Notification of outcome of report

Regardless of whether We are satisfied that a Mistaken Internet Payment has occurred and/or whether the payment has been successfully returned to You, We will notify You in writing of the outcome of your report within 30 Business Days of You making the report.

60.11. Complaints about Mistaken Internet Payments

60.11.1 You may complain to Us about how We have dealt with your report of a Mistaken Internet Payment, including in regards to either We or the Receiving Institution:

- a) not being satisfied that a Mistaken Internet Payment has occurred; or
- b) not having complied with the processes or the timeframes set out in this clause 60 (which reflect ePayments Code requirements).

60.11.2 Any complaints We receive under this clause 60.11 will be dealt with under our internal dispute resolution scheme (see Part H - Resolving disputes), which may include referral to our external dispute resolution scheme provider if You are not satisfied with our internal response to your complaint.

60.11.3 We will never require You to lodge a complaint with the Receiving Institution in the case of a Mistaken Internet Payment made using IMB Internet Banking or the Mobile Banking App.

Part F: Terms and Conditions for BPAY

61. BPAY Terms and Conditions

These BPAY Terms and Conditions apply if You ask Us to make a BPAY Payment on your behalf through the BPAY Scheme.

We are a member of the BPAY Scheme. The BPAY Scheme is an electronic payment scheme through which You can ask Us to make payments on your behalf to Billers who tell You that You can make BPAY Payments to them. We will tell You if We are no longer a member of the BPAY Scheme.

When You ask Us to make a BPAY Payment, You must give Us the information specified below under the heading "Information You must give Us". We will then debit your Account with the amount of that BPAY Payment. We may decide not to make a BPAY Payment if there are insufficient cleared funds in your Account at that time and clause 7.1 will apply. We are not acting as your agent or the agent of the Biller when We make a BPAY Payment on your behalf.

Further information on BPAY can be found at www.bpay.com.au

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61.1. How to use the BPAY Scheme to make a BPAY Payment

We will treat any instruction to make a BPAY Payment as authorised by You if, when it is given to Us (in the case of a BPAY Payment made using Internet Banking, the Mobile Banking App or Telephone Banking) your PIN is entered or (in the case of a BPAY Payment made using a Card), your Card and PIN are used at an ATM or other IMB Interface or via Internet Banking or the Mobile Banking App.

If there is any inconsistency in relation to the use of the BPAY Scheme between the terms and conditions set out in this Part F and the remainder of this PDS, the latter will apply to the extent of any inconsistency.

Information You must give Us.

You must give Us the following information when You make a BPAY Payment:

- a) the Account from which You want Us to debit the BPAY Payment;
- b) the amount of the BPAY Payment;
- c) the Biller's Code of the Biller You wish to pay; and
- d) the Biller customer reference number.

We do not have to effect a BPAY Payment if You do not give Us all of the above information or if any of that information is inaccurate.

61.2. 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 have instructed Us to make that BPAY Payment. You must notify Us immediately if You become aware that You may have made a mistake when instructing Us to make a BPAY Payment, or if You did not authorise a BPAY Payment that has been made from your Account (this does not apply to a mistake You make as to the amount You mean to pay - see below).

61.3. Processing payments

We can decide the order in which payment services will be processed.

61.4. Valid Payment Direction

Billers who participate in the BPAY Scheme have agreed that a BPAY Payment You make will be treated as received by the Biller to whom it is directed:

- a) on the date that You make that BPAY Payment, if You tell Us to make the BPAY Payment before our payment cut-off time on a banking Business Day; or
- b) on the next Business Day, if You tell Us to make a BPAY Payment after our payment cut-off time on a Business Day or on a non Business Day; or
- c) on the day or next Business Day that You have nominated for a Scheduled payment to take place.

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

- a) there is a public or bank holiday on the day You tell Us to make a BPAY Payment;
- b) You tell Us to make a BPAY Payment either on a day which is not a Business Day or after our payment cut-off time on a banking Business Day;
- c) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
- d) a Biller fails to comply with its obligations under the BPAY Scheme.

61.5. When a Biller cannot process a payment

If We are notified that a Biller cannot process a BPAY Payment, We will:

- a) advise You of this;
- b) credit your Account with the amount of the BPAY Payment;
- c) if You ask Us to do so, take all reasonable steps to assist You in making a BPAY Payment to that Biller as soon as possible.

61.6. Accuracy of information

You are responsible for ensuring:

- a) the customer information provided to Us by You at the time of registration is accurate and that You inform Us promptly of any change to this information;
- b) the accuracy of information provided to Us through Internet Banking, the Mobile Banking App or Telephone Banking.

If You discover that You instructed Us to make a payment to a Biller for an incorrect amount:

- if the amount You instructed Us to pay is greater than the required amount, contact the Biller for a refund; or
- if the amount is less than the required amount, You should make a further payment (using BPAY or another method) for the difference.

You may contact IMB to request a payment trace investigation with the Biller. This may result in You being referred back to the Biller and fees will apply for this service.

61.7. Changes to terms affecting BPAY

We reserve the right to vary these BPAY Terms and Conditions and will inform You of the changes in accordance with clause 2 of this PDS.

61.8. Suspension

We may suspend your right to participate in the BPAY Scheme at any time if You are suspected of acting in a fraudulent manner.

61.9. Cut-off times

If You instruct Us to make a payment before the times specified below it will in most cases be treated as having been made on the same day.

Cut-off times:

- a) Monday - Friday 4:00 pm New South Wales time
- b) Saturday, Sunday and Public Holidays:
Processed next Business Day.

Where You make a payment authorisation outside of these times or on a non-Business Day, We will hold the amount You have requested for payment in a payment file, but will not process the payment until the next Business Day.

NB. You will not earn interest on the funds the subject of your payment authorisation where it is made outside business hours, while it awaits processing on the next Business Day.

BPAY Payments may take longer to be credited to a Biller if You tell Us to make a BPAY Payment on a Saturday, Sunday or public holiday or if the Biller does not process a payment as soon as they receive its details.

61.10. Account records

You must check your Account records carefully and immediately report to Us as soon as You become aware of any BPAY Payment that You think is erroneous, or made by someone else without your permission.

61.11. Liability for mistaken payments, Unauthorised Transactions and fraud

You must tell Us immediately if:

- a) You become aware of any delays or mistakes in processing your BPAY Payments; or
- b) You think that You have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payment in the way described in this clause. If the ePayments Code applies to your Account and a BPAY Payment is made on your Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with clause 59.

Otherwise, to the extent permitted by any applicable law or code, 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 which cannot be excluded restricted or modified at all or only to a limited extent.

If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account 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 within 20 banking Business Days of Us attempting to do so from the person who received the amount of that payment, You must pay Us that amount.

If a BPAY Payment is made in accordance with a payment direction which appeared to Us to be from You or on your behalf but for which You did not give authority, We will credit your Account with the amount of that unauthorised payment.

However, You must pay Us the amount of that unauthorised payment if:

- a) We cannot recover that amount within 20 banking Business Days of Us attempting to do so from the person who received it; and
- b) the payment was made as a result of the payment direction which did not comply with any requirements We may have for such payment direction.

If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund You the amount of the fraud induced payment.

However, if that person does not refund You the amount of the fraud induced payment, You must bear that loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case We will attempt to obtain a refund for You of the fraud induced payment.

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:

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

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.

61.12. Disputes

If You have a complaint which relates to the BPAY Scheme and You are not an individual, or your complaint or dispute is in relation to transactions using a facility designed primarily for business purposes, then We will resolve your dispute in accordance with dispute resolution procedures established under the BPAY Scheme. Otherwise We will resolve your dispute in accordance with the procedures in clause 59.8.

61.13. Registration & cancellation of BPAY View

61.13.1 You are required to register to use BPAY View for each Biller from whom You wish to receive your bill electronically.

61.13.2 You can cancel your registration for each Biller at anytime through Internet Banking.

61.13.3 If You register for BPAY View, You:

- a) agree to IMB disclosing to Billers nominated by You:
 - i) such Personal Information (for example your name, E-mail address and the fact that You are our member) as is necessary to enable the Billers to verify that You can receive bills and statements electronically using BPAY View (or telling them if You cease to do so); and
 - ii) that an event in clause 61.14 (b), (c), (d), (e) or (f) has occurred.
- b) agree to Us or a Biller (as appropriate) collecting data about whether You access your E-mails, Internet Banking and any link to a bill or statement;
- c) agree where You register to receive a bill or statement electronically through BPAY View, You are entitled to receive that bill or statement from the applicable Biller;
- d) agree to receive bills and statements electronically and that this satisfies the legal obligations (if any) of the Biller to give You bills and statements. For the purposes of this clause We are the agent for each Biller nominated by You under (a) above; and
- e) agree to direct any enquiries relating to a bill or statement You receive to that Biller.

61.14. Receiving paper bills

You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to You if You ask for this in addition to an electronic form);
- b) if You deregister a Biller from BPAY View;
- c) if We receive notification that your internet E-mail mailbox is full, so that You cannot receive any E-mail notification of a bill or statement;
- d) if your internet E-mail address is incorrect or cannot be found and your E-mail is returned to Us undelivered;
- e) if We are aware that You are unable to access your E-mail or our service or a link to a bill or statement for any reason;
- f) if any function necessary to facilitate BPAY View malfunctions or is not available for an extended period.

We accept no liability to provide You with a paper bill or statement in any of these circumstances unless We are the Biller.

61.15. Notice of electronic bills or statements

61.15.1 You will receive notification to your Nominated E-mail Address that an electronic bill or statement has been received in your Internet Banking.

- 61.15.2 You agree that when using BPAY View:
- a) if You receive an E-mail to your Nominated E-mail Address notifying You that You have a bill or statement in your Internet Banking site, then the bill or statement is received by You:
 - i) when We receive confirmation that your server has received the E-mail notification, whether or not You choose to access your E-mail; and
 - ii) at the E-mail address nominated by You;
 - b) if You receive notification on Internet Banking without an E-mail then the bill or statement is received by You:
 - i) when a notification is posted on our Internet Banking site, whether or not You choose to access Internet Banking; and
 - ii) on our Internet Banking site;
 - c) bills and statement delivered to You, unless deleted by You, remain accessible through Internet Banking for the period determined by the Biller up to a maximum of 18 months after which they will be deleted, whether paid or not; and
 - d) You will contact the Biller direct if You have any queries in relation to bills or statements.

- 61.15.3 You must:
- a) check your E-mails or Internet Banking weekly;
 - b) tell Us if your contact details (including your Nominated E-mail Address) change;
 - c) tell Us if You are unable to access your E-mail or Internet Banking or a link to a bill or statement for any reason; and
 - d) ensure your mailbox can receive notifications (eg. has sufficient storage space available).

61.15.4 Unless expressly provided for in this clause 61, We are not responsible for arranging or ensuring that any Biller You nominate will make bills and statements available to You. If You fail to receive bills and statements from a Biller or the bill or statement is not available to be viewed using BPAY View You should contact the applicable Biller to obtain a paper bill or statement.

61.16. BPAY View billing errors

- 61.16.1 A BPAY View billing error means any of the following:
- a) if You successfully registered with BPAY View:
 - i) failure to give You a bill (other than because You failed to view an available bill);
 - ii) failure to give You a bill on time (other than because You failed to view an available bill on time);

- iii) giving a bill to the wrong person; or
 - iv) giving a bill with incorrect details;
- b) if your BPAY View deregistration has failed for any reason, giving You a bill if You have unsuccessfully attempted to deregister.

61.16.2 You agree that if a billing error occurs:

- a) You must, immediately upon becoming aware of the billing error, take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.

61.16.3 You agree that for the purposes of clause 61.16.1 and 61.16.2, You are responsible for a billing error if the billing error occurs as a result of an act or omission by You or the malfunction, failure or incompatibility of computer equipment the User is using at any time to participate in BPAY View.

Part G: Terms and Conditions for Osko and PayID

This Part G of the PDS applies to the use of Osko and PayID.

62. Osko

62.1. Osko

Osko is an NPP Payments service that allows customers to make and receive payments in near real-time. We subscribe to Osko under the BPAY Scheme.

62.2. Availability

You can make Osko Payments in Internet Banking or the Mobile Banking App.

Osko Payments can be made from most IMB deposit Accounts, but not from Term Deposit Accounts.

You can only make an Osko Payment to a Payee with an account at another financial institution if that other financial institution supports Osko Payments. The Payee's account must also be able to receive the Osko Payment. For example, if the Payee's account type is one that is not permitted by the Payee's financial institution to receive Osko Payments, You will not be able to make an Osko Payment to that account.

Osko Payments can also be received by You into most IMB deposit Accounts, but not Term Deposit Accounts. Osko Payments can also be received into IMB loan Accounts

Please refer to the descriptions of deposit Accounts in Section 5, Part B of this PDS for details of those deposit Accounts from which Osko Payments can be made and which can receive Osko Payments.

You must comply with the terms and conditions applying to the Account to which You request Us to credit or debit an Osko Payment and the service You use to participate in Osko. If there is any inconsistency between the terms and conditions applying to the relevant Account or service and this Section 5 Part G, this Section 5 Part G will apply to the extent of that inconsistency.

We will tell You if We are no longer able to offer You Osko. If We are no longer able to offer You Osko, You will not be able to send or receive Osko Payments through Us.

Where We are able to do so We will tell You if there are any delays in processing Osko Transactions and when your Osko Transaction is likely to be completed.

62.3. Osko Transaction limits

We may impose restrictions on the Accounts from which Osko Payments may be made or which can receive Osko Payments, and impose limits on the amount of Osko Payments that may be made or received. Any restrictions are set out in the **PDS – Fee, Charges and Limits**.

62.4. How to make an Osko Payment

You must give Us the following information when You make an Osko Payment:

- a) the Account from which You want Us to debit the Osko Payment;
- b) the amount of the Osko Payment; and
- c) the PayID or bank account details of the account You wish to pay.

Please refer to clause 63 of this PDS for terms and conditions for PayID.

When initiating an Osko Transaction, You might direct the Osko Transaction to an incorrect account if You get the BSB and account number, or the PayID wrong. To try to avoid making a payment to an incorrect PayID, We will ask You to verify that You have the right PayID. We will do this by presenting You with the associated PayID Name as an additional confirmation of the intended recipient before You submit an Osko Transaction. You will need to confirm this information before the Osko Transaction is processed by Us.

When You have provided all the information required to make an Osko Payment and confirmed the PayID if applicable, We will then debit the Account You specify with the amount of that Osko Payment.

You should ensure that all information You provide in relation to an Osko Payment is correct as We will not be able to cancel an Osko Payment once it has been submitted.

We do not have to effect an Osko Payment if You do not give Us all of the above information or if any of the information You give Us is inaccurate.

We will treat any Osko Payment direction made using Internet Banking or the Mobile Banking App as authorised by You if when it is given to Us, your login details including PIN have been used to access Internet Banking or the Mobile Banking App.

We may require You to authenticate Osko Transactions in our complete discretion. Where We require You to authenticate an Osko Transaction We will send an OTP via SMS. You will be required to enter this OTP in to the current Internet Banking session You are logged into before You can make a payment to a PayID Payee the first time You send a payment to that PayID Payee.

62.5. Receiving an Osko Payment

You can receive an Osko Payment into an eligible IMB Account. For details of eligible IMB Accounts, refer to clause 62.2.

To receive an Osko Payment You must provide the Osko Payer with:

- a) the amount of the Osko Payment; and
- b) your PayID or IMB bank Account details.

If You use PayID You must have a PayID linked to your Account to be credited with the Osko Payment.

If You provide the wrong details to the Osko Payer, the payment will not be credited to your Account.

62.6. Osko Adjustments

62.6.1 An Osko Adjustment is an Osko Transaction initiated by Us or You to adjust or reverse an Osko Payment which has already been settled and cleared. An Osko Adjustment may arise as a result of:

- a) an Osko Payment Return;
- b) a Mistaken Osko Payment;
- c) an Error Osko Payment;
- d) a Misdirected Osko Payment;
- e) an Osko Overpayment;
- f) a Duplicate Osko Payment;
- g) a payment processing error made by an NPP participating financial institution;
- h) an Osko Payment that has been made without your authorisation; or
- i) a fraudulent Osko Payment (including fraud arising in connection with the use of a PayID).

62.6.2 You can request an Osko Adjustment if You believe that an Osko Payment from or to your IMB Account is one of the transactions described in clause 62.6.1. However, just because You made a request does not mean that an Osko Adjustment will be made. Whether an Osko Adjustment will be made, and your liability, is dealt with in clauses 62.7 to 62.11.

62.6.3 We may make an Osko Adjustment if We agree to your request for an Osko Adjustment or when We decide to do so, but only when We are required to make the adjustment or have the right to make the adjustment under the rules that apply to participants in Osko and the NPP. We will follow those rules in relation to Osko Adjustments.

62.6.4 If You receive an Osko Payment to your Account, the Osko Payer may also seek an Osko Adjustment for that payment. Whether an adjustment will be made, and your liability, is dealt with in clauses 62.7 to 62.11.

62.7. Mistaken Osko Payments

62.7.1 If We determine that a settled Osko Payment from your Account is, or is likely to be, a Mistaken Osko Payment, We will request a return of the payment from the Osko Payee's financial institution.

62.7.2 Where We and the Sending Institution determine that an Osko Payment made to your Account is a Mistaken Osko Payment, We may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account an amount up to the original amount of the Mistaken Osko Payment. We will notify You if this occurs.

62.7.3 When a payee financial institution receives a request to return an Osko Payment relating to a Mistaken Osko Payment, it must use reasonable endeavours to assess whether it is a Mistaken Osko Payment and must use reasonable endeavours to recover any mistakenly paid funds.

62.7.4 The following rules will apply when a request is made for the return of a Mistaken Osko Payment that is made from or to your IMB Account. In these rules, We will be the payer financial institution when the payment is made from your IMB Account, and We will be the payee financial institution when the payment is made to your IMB Account.

- a) Where a request is made for the return of a Mistaken Osko Payment, the payee financial institution must acknowledge the request within 24 hours and advise within five Business Days whether there are sufficient funds in the account of the mistaken Payee customer to cover the payment. The payee financial institution must use reasonable endeavours to assess whether or not a mistaken payment has been made.
- b) Where the Mistaken Osko Payment is reported within 10 Business Days of the payment, the payee financial institution should assess whether a Mistaken Osko Payment has been made within five Business Days of receiving the request for the return of the payment or such longer period as is reasonably necessary, up to a maximum of 10 Business Days if it seeks additional information from the payer financial institution or intended payee financial institution. If appropriate, the payee financial institution may withdraw the funds from the mistaken Payee customer's Account within five Business Days of receiving the request for payment return, or a maximum of 10 Business Days if a longer period is necessary to make the assessment of whether a Mistaken Osko Payment

has been made, and return them in accordance with the request for payment return.

- c) If a request is made for the return of a Mistaken Osko Payment more than 10 Business Days after the payment but within seven months from the payment, the payee financial institution has 10 Business Days to determine whether a mistaken payment has been made. It may if appropriate place a hold on the funds in the mistaken Payee customer's Account for a further period of up to 10 Business Days, subject to the availability of the funds. The Payee financial institution must inform the mistaken Payee customer of the alleged mistaken payment and the intention to withdraw the funds from the mistaken Payee customer's Account. If the mistaken Payee customer consents to the withdrawal of funds, it may withdraw the funds within two Business Days of receiving consent, and return them in accordance with the request for payment return. If the customer does not consent or respond, after a period of 10 Business Days it may withdraw the funds in any case and return them with the request for payment return.
- d) If the request for the return of a Mistaken Osko Payment is reported more than seven months after the payment, the payee financial institution is required to assess whether a mistaken payment has been made within a reasonable time of receiving a request if appropriate, and must seek the consent of the mistaken Payee customer to withdraw the funds. If the customer consents, it may withdraw the funds within two Business Days of receiving consent and then return them.

62.8. Misdirected Osko Payments

If We determine that a settled Osko Payment from your Account is a Misdirected Osko Payment, We may request a return of the payment from the Osko Payee's financial institution. That financial institution must use reasonable endeavours to assess and determine whether it is a Misdirected Osko Payment, and if it is satisfied that the payment is a Misdirected Osko Payment, it must make the payment return within the timeframes specified in clause 62.10.7.

Where We and the sending financial institution determine that an Osko Payment made to your Account is a Misdirected Osko Payment, We may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account an amount up to the original amount of the Misdirected Osko Payment. We will notify You if this occurs.

62.9. Duplicate and Error Osko Payments, and Osko Overpayments

If We determine that a settled Osko Payment from your Account is:

- a) a Duplicate Osko Payment;
- b) an Error Osko Payment; or
- c) has been sent as a result of our own error,

or if You request a return of all of an Osko Overpayment (or the amount overpaid), We may request a return of the payment from the Osko Payee's financial institution. That financial institution must use reasonable endeavours to assess and determine whether the payment is one of the payments described above, and if it is satisfied that it is one of these payments, it may make a payment return (or return the amount overpaid) within the timeframes specified in clause 62.10.7.

62.10. Payment disputes and investigations

62.10.1 You may ask Us to investigate an Osko Transaction.

62.10.2 You must tell Us immediately if:

- a) You become aware of any delays or mistakes in processing your Osko Payments; or
- b) You think that You have been fraudulently induced to make an Osko Payment.

62.10.3 We will attempt to rectify any such matters in relation to your Osko Payment in the way described in this clause 62.

62.10.4 If You have a complaint which relates to Osko and You are not an individual, or your complaint or dispute is in relation to transactions using a facility designed primarily for use by a business, and established primarily for business purposes, then We will resolve your dispute in accordance with dispute resolution procedures established for Osko by BPAY. Otherwise We will resolve your dispute in accordance with the procedures in clause 59.8.

62.10.5 We will keep You informed of the progress of all disputes and investigations. However We may not notify You or keep You informed of certain investigations and disputes where We reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or Osko more broadly.

62.10.6 If You tell Us that an Osko Payment made from your Account is unauthorised, You must first give Us your written consent addressed to the Osko Payee who received that Osko Payment, consenting to Us obtaining from the Osko Payee information about your Osko Payment, including such information as We reasonably require in order to investigate the Osko Payment. We are not obliged to investigate or rectify any Osko Payment if You do not give Us this consent. If You do not give Us that consent, the Osko Payee may not be permitted under law to disclose to Us information We need to investigate or rectify that Osko Payment.

62.10.7 If We request an Osko Payment Return for an Osko Payment, the payee financial institution should resolve a request for payment return within 10 Business Days if the request is initiated because of a complaint or request made by You to Us. If the payee financial institution cannot resolve the request for payment returned within 10 Business Days, for example because your request is some time after the original Osko Payment, the payee financial institution must send Us a pending status message indicating that the case is still being investigated. Where the request for payment return is initiated by Us due to a Duplicate Osko Payment or due to a processing error made by Us, the payee financial institution should respond to the request within 24 hours, on a best endeavours basis.

62.11. Liability

62.11.1 You will not be liable for a Misdirected Osko Payment from your IMB Account except to the extent that You cause, or contribute to, the addressing error in the Misdirected Osko Payment.

62.11.2 If a financial institution participating in the NPP that services accounts with PayID (including IMB) fails to comply with its obligations under the NPP in relation to registration and maintenance of the PayID, You will not be liable for fraud resulting from or caused by that failure, except to the extent that You cause or contribute to the relevant addressing error.

62.11.3 You will not be liable for any loss or damage to Us or another financial institution participating in NPP from a claim brought against Us or the other financial institution as a result of relying on the PayID information from the NPP addressing lookup service, except to the extent that You cause, or contribute to, the addressing error. This does not apply to loss or damage from fraud (see clause 62.11.2 which applies in the case of fraud).

62.11.4 If an Osko Payment from your IMB Account is an Unauthorised Transaction (see clause 59), liability for an Unauthorised Osko Payment will be determined in accordance with clause 59.

62.11.5 Except as set out in clauses 62.11.1 to 62.11.4, to the extent permitted by any applicable law or code:

- a) We are not liable to You for any funds that You did not recover from an Osko Payment from your IMB Account where You have requested (or have the right to request) an Osko Adjustment, or any other loss or damage arising from your failure to recover those funds, provided that We have followed the procedures in this clause 62 if You requested an Osko Adjustment;

- b) We are not liable for any consequential loss or damage You suffer as a result of using Osko, 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; and
- c) You are liable for any loss or damage to You or Us from fraudulent Osko Payments where the responsibility for the fraud is attributable to your conduct.

62.11.6 To the full extent permitted by law, 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:

- a) did not observe any of your obligations under the Osko or PayID Terms and Conditions in this PDS; or
- b) acted negligently or fraudulently in connection with the other terms and conditions of your Account.

62.12. Notifications

Subject to clause 62.10.5, We will inform You via Internet Banking or the Mobile Banking App when:

- a) We confirm and validate each Osko Payment direction You give Us;
- b) an Osko Transaction You have initiated is successfully completed or fails for any reason; and
- c) an Osko Payment has been deposited into your Account.

In Internet Banking You can also set up E-mail and SMS alerts for when You receive an Osko Payment to your Account.

You may also, at any time, access a record of all Osko Transactions which You have been involved with via Internet Banking or the Mobile Banking App.

62.13. Suspension and termination

We may suspend or terminate your participation in Osko as provided in clause 3, or if We cease to offer Osko.

62.14. Changes to terms affecting Osko

We reserve the right to vary these Osko Terms and Conditions and will inform You of the changes in accordance with clause 2.

63. PayID

63.1. Making and receiving NPP Payments using PayID

The PayID Service is the NPP Payment addressing service that enables payers to make NPP Payments (including Osko Payments) to Payees using an alternative identifier instead of Account details.

You can create a PayID for your eligible IMB Account. For details of eligible Accounts, see clause 62.2.

You are not required to have a PayID for your Account, and You do not have to use a PayID when You are making an Osko Payment. However if You do not have a PayID for your Account, You will not be able to receive Osko Payments to your Account using a PayID. Instead, You will need to provide your BSB and Account number to the Osko Payer.

Whether You choose to create a PayID for your Account or not, You and each ATO may use a Payee's PayID to make Osko Payments to the Payee from your Account if:

- a) We and the Payee's financial institution support Osko payment service;
- b) the Payee's account is able to receive the particular Osko Payment; and
- c) the PayID is not locked.

63.2. Choosing a PayID

We currently support the following PayID Types:

- a) mobile phone number; and
- b) E-mail address.

We will publish a list of supported PayID Types from time to time.

You may create a PayID as long as it is a supported PayID Type. Some PayID Types may be restricted to business customers and Organisations. Only eligible customers will be able to create a PayID that is a restricted PayID Type.

You must satisfy Us that You own or are authorised to use your chosen PayID before You can use it to receive Osko Payments. This means We may ask You to provide evidence to establish this to our satisfaction, whether You are already registered for any other mobile or online banking or online payment services with Us or not.

Depending on the policy of a payer's financial institution, your PayID Name may be displayed to payers who send Osko Payments to You.

At the same time as You create your PayID, We will provide You with a PayID Name.

63.3. Creating your PayID

Before You can create your PayID to receive Osko Payments into your Account, You have to satisfy Us that You either own or are authorised to use your chosen PayID and You have an eligible Account which can receive Osko Payments. For details of eligible Accounts see clause 62.2.

You can create a PayID for receiving NPP Payments in Internet Banking or in the Mobile Banking App. When You create your PayID in Internet Banking, We will send You an OTP via SMS if You are registering your mobile phone number as your PayID, or via E-mail where You are registering your E-mail address as your PayID. You will be required to enter this OTP in the Internet Banking session You are logged into to complete registration of the PayID.

We will not create a PayID for You without your prior consent.

You may choose to create more than one PayID for your Account.

If your Account is a joint Account, You and each other joint Account Holder can create a unique PayID for the Account.

If You have an ATO on your Account, each ATO may create a unique PayID for the Account.

Once a PayID is created and linked to your Account, it may not be used in relation to any other Account with Us or with any other financial institution. See clause 63.5 for details on transferring PayIDs.

The PayID Service does not support duplicate PayIDs. If You try to create a PayID for your Account which is identical to another PayID in the service, You will receive a message advising that the service is unable to register the PayID. We cannot disclose details of any Personal Information in connection with duplicate PayIDs.

63.4. Recording your PayID

We will ensure that your PayID and Account details are accurately recorded in the PayID Service.

63.5. Transferring your PayID

You can request transfer of your PayID at any time.

You can transfer your PayID to another Account with Us, or to an account with another financial institution by submitting a request to Us in Internet Banking.

A transfer of your PayID to another Account with Us will generally be effective immediately, unless We notify You otherwise.

A transfer of your PayID to another financial institution is a two-step process initiated by You and completed by that financial institution. First, ask Us to put your PayID into a transfer state and then complete the transfer via your new financial institution. Until the transfer is completed, Osko Payments to your PayID will be directed to your Account with Us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your Account.

A locked PayID cannot be transferred.

To transfer a PayID that You created for an account with another financial institution to your Account with Us, You will need to start the process with that financial institution.

63.6. Closing a PayID

To close your PayID, follow the instructions in Internet Banking. Once a PayID is closed, it is removed from the PayID Service and cannot be used for Osko Payments.

You must notify Us immediately if You no longer own or have authority to use your PayID.

63.7. Locking and unlocking a PayID

We monitor PayID use to manage PayID misuse and fraud. You acknowledge and consent to Us locking your PayID if We reasonably suspect misuse of your PayID or use of your PayID to procure Osko Payments fraudulently.

You can request that We unlock a PayID that We have locked. We do not have to agree to your request. In Internet Banking You can lock your own PayID and unlock a PayID that You have locked.

63.8. Joint Accounts

When You direct an Osko Payment to a PayID connected to a joint account, other account holders may be able to see the messages and notifications associated with the Osko Payment. Similarly other Account Holders on your Account may be able to see messages and notifications associated with Osko Payments addressed to your PayID.

63.9. Privacy

By creating your PayID You acknowledge that You authorise:

- a) Us to record your PayID, PayID Name and Account details (including full legal Account name) (PayID record) in the PayID Service; and
- b) Osko payers' financial institutions to use your PayID information for the purposes of constructing Osko Payment messages, enabling Osko Payers to make Osko Payments to You, and to disclose your PayID Name to Osko Payers for Osko Payment validation.

To the extent that the creation and use of the PayID record constitutes a disclosure, storage and use of your Personal Information, You acknowledge and agree that You consent to that disclosure, storage and use.

Part H: Resolving disputes

64. Our commitment to Customer Service

If You have a complaint:

Talk to Us first.

If You have a complaint, please talk to someone at an IMB Branch or to the department concerned. If You let a staff member know what the problem is, they may be able to resolve the issue.

If not, they will be able to refer You to an appropriate manager. In this way your complaint will reach the right person.

Alternatively, You may wish to put your complaint in writing. An IMB manager will call You to discuss your concerns.

What happens then?

If We are able to resolve the issue for You We will do so immediately. If however, You are not satisfied with our response to your complaint, then You can lodge a dispute with Member Relations.

You should put your complaint in writing and send it to:

Member Relations
IMB Ltd
PO Box 2077
WOLLONGONG NSW 2500

Member Relations is responsible for resolving your complaint. If We need further information We will write to You requesting it.

Once all required information is received We will investigate your complaint and advise You of the outcome, or that We need more time to complete our investigation.

In the case of transactions involving a PIN or Access Code, We will do this within 21 days. In all but exceptional cases We will take less than 45 days to complete our investigation. If it takes longer, We will advise You in writing.

In all cases We will advise You in writing of our decision and the reasons for our decision.

If You are still not satisfied with our decision, You can seek an external review of our decision by the Financial Ombudsman Service (FOS).

Financial Ombudsman Service (FOS)

IMB is a member of the Financial Ombudsman Service (FOS). This is a self-regulatory service providing an external and impartial dispute resolution process for retail members and customers of participating building societies, credit unions, banks and other financial service providers.

The Ombudsman's determinations are binding upon IMB if You accept the decision.

You can contact the Ombudsman:

Telephone: 1800 367 287
Facsimile: (03) 9613 6399
Mail: GPO Box 3
Melbourne VIC 3001
Australia
E-mail: info@fos.org.au
Website: www.fos.org.au

This service is provided free of charge.

BPAY

If You have a complaint which relates to the BPAY Scheme and You are not an individual or your complaint or dispute is not in relation to private or domestic purposes, then We will resolve your dispute in accordance with dispute resolution procedures established under the BPAY Scheme.

65. Notice of changes

If We change this Section 5, Part G (acting reasonably) We will do so in accordance with clause 2 Notice of Changes.

Things you should know about your proposed credit contract.

This section of this PDS only applies where your Account has a Personal Credit Line facility attached or You use a Payment Facility to access a Loan Product, and if, when You sign the loan agreement, You intend to use the amount of credit wholly or predominantly for personal, domestic or household purpose (including investment in residential property).

This statement tells You about some of the rights and obligations of You and Us. It does not state the terms and conditions of your contract.

If You have any concerns about your contract, contact Us and, if You still have concerns, contact our external dispute resolution scheme or get legal advice.

The contract**1. How can I get details of my proposed credit contract?**

We must give You a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to You before:

- your contract is entered into; or
- You make an offer to enter into the contract;

whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by You and returned to Us, You must be given a copy to keep.

Also, We must give You a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if We have previously given You a copy of the contract document to keep.

If You want another copy of your contract write to Us and ask for one. We may charge You a fee. We have to give You a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to Us so long as:

- You have not obtained any credit under the contract; or
- a Card or other means of obtaining credit given to You by Us has not been used to acquire goods or services for which credit is to be provided under the contract.

However, You will still have to pay any fees or charges incurred before You terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay Us the amount required to pay out your credit contract on the day You wish to end your contract.

5. How can I find out the pay out figure?

You can write to Us at any time and ask for a statement of the pay out figure as at any date You specify. You can also ask for details of how the amount is made up.

We must give You the statement within 7 days after You give your request to Us. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest You can be charged depends on the actual time money is owing. However, You may have to pay an early termination charge (if your contract permits Us to charge one); and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- You get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to You or a notice published in a newspaper.
- You get 20 days advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by Us

except where the change reduces what You have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to Us. Discuss the matter and see if You can come to some arrangement.

If that is not successful, 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 the Financial Ombudsman Service (FOS) and can be contacted by:

- phoning 1800 367 287;
- faxing (03) 9613 6399;
- E-mailing info@fos.org.au;
- accessing their website www.fos.org.au; or
- mailing to The Ombudsman, GPO Box 3, Melbourne VIC 3001

Alternatively, You can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>

Insurance

10. Do I have to take out insurance?

We can insist You take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, You can decide if You want to take out insurance or not. If You take out insurance, We cannot insist that You use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if You have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by Us. In that case the insurer must give You a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if You acquire an interest in any such insurance policy which is taken out by Us then, within 14 days of that happening, We must ensure You have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If You ask in writing your insurer must give You a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform You if the proposal is rejected.

13. In that case, what happens to the premiums?

We must give You a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

Mortgages

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that You give Us certain rights over any property You mortgage. If You default under your contract, You can lose that property and You might still owe money to Us.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, You will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, You need not be given a copy if We have previously given You a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says You cannot assign or dispose of the property unless You have our or the court's permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what You can or cannot do with the property.

18. What can I do if I find that I cannot afford my repayments and there is a mortgage over the property?

See the answers to questions 22 and 23.

Otherwise You may:

- if the mortgaged property is goods, give the property back to Us, together with a letter saying You want Us to sell the property for You;
- sell the property, but only if We give permission first; OR
- give the property to someone who may then take over the repayments but only if We give permission first.

If We won't give permission, You can contact our external dispute resolution scheme for help.

If You have a guarantor, talk to the guarantor who may be able to help You.

You should understand that You may owe money to Us even after the mortgaged property is sold.

19. Can my credit provider take or sell the mortgaged property?

Yes, if You have not carried out all of your obligations under your contract.

20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving our request to tell Us. If You do not have the goods You must give Us all the information You have so they can be traced.

21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

We can only do so if We have the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

General

22. What do I do if I cannot make a repayment?

Get in touch with Us immediately. Discuss the matter and see if You can come to some arrangement. You can ask Us to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23. What if my credit provider and I cannot agree on a suitable arrangement?

If We refuse your request to change the repayments, You can ask Us to review this decision if You think it is wrong.

If We still refuse your request, You can complain to the external dispute resolution scheme that We belong to. Further details about this scheme are set out below in question 25.

24. Can my credit provider take action against me?

Yes, if You are in default under your contract. But the law says that You cannot be unduly harassed or threatened for repayments. If You think You are being unduly harassed or threatened, contact our external dispute resolution scheme or ASIC, or get legal advice.

25. Do I have any other rights and obligations?

Yes. The law will give You other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

If You have any complaints about your credit contract, or want more information, please contact Us. You must attempt to resolve your complaint with Us before contacting our external dispute resolution scheme. If You have a complaint which remains unresolved after speaking to Us, You can contact our external dispute resolution scheme or get legal advice.

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 the Financial Ombudsman Service (FOS) and can be contacted by:

- Phoning 1800 367 287;
- Faxing (03) 9613 6399;
- E-mailing info@fos.org.au;
- Accessing their website www.fos.org.au; or
- Mailing to the Ombudsman,
GPO Box 3,
Melbourne VIC 3001

Please keep this information statement. You may want some information from it at a later date.

Say hi to better value banking

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IMB Ltd trading as IMB Bank

ABN 92 087 651 974

AFSL/Australian Credit Licence 237 391

