Internet Banking
Terms and Conditions

This document must be read in conjunction with IMB's Product Disclosure Statement (PDS) a copy of which can be obtained from www.imb.com.au, from any IMB branch or by calling 133 462. This document **does not** contain all the terms and conditions applicable to an account or all the information we are required by law to give an account holder. For each account to which you have access through IMB's Internet Banking facility, please refer to the Member Guide to Transaction Banking - Product Disclosure Statement ('PDS') for the full terms and conditions relating to that product.

The sections from IMB's Product Disclosure Statement (PDS) that specifically apply to the use of IMB's Internet Banking facility for the products and payment facilities listed on Page 1 and 2 of **IMB's Member Guide to Transaction Banking - Product Disclosure Statement** ('PDS') are extracted in this document.

IMB's PDS consists of the following:

a) IMB Member Guide to Transaction Banking – Product Disclosure Statement
b) PDS - Fees, Charges and Limits
c) PDS - Interest Rates for IMB Products
d) Any other Supplementary PDS issued by IMB

IMB offers an Internet Banking facility through its website at www.imb.com.au. You can use the Internet Banking facility to:

- obtain information on your accounts;
- transfer money between your accounts;
- deposit money to third party accounts; and
- to make BPAY® payments.

These terms and conditions do not apply if you use IMB's Mobile Banking App to access your accounts. For the terms and conditions that apply to IMB's Mobile Banking App, please refer to the Mobile Banking App Terms and Conditions available on our website.

Document dated: 20 June, 2016
Changes effective: 20 June, 2016

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

These Terms and Conditions adopt the paragraph numbering corresponding to the paragraph numbering contained in IMB's Member Guide to Transaction Banking – Product Disclosure Statement.

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These set out the terms on which we make our products available.

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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 the access code you 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

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

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

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 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, 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 an IMB 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 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

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

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 any BPAY 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

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 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

payment facility means any method of payment approved by IMB and includes but is not limited to a BPAY 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.

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.

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.

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

You are required to read and understand these Terms and Conditions before using IMB's Internet Banking facility. It is important that you read and fully understand these 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 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.

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 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

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, 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. You can receive an OTP from IMB through:

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.

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 can 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.

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

53.6.9. 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, either through IMB's website or via Mobile 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 logon page enter:
   i) your 'member number'; and
   ii) the 'one-time password' 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 personal '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 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.

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 ATO's 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 authority to operate (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 the Internet Banking Terms and Conditions, prior to accessing Internet Banking;
e) Delegated Users who have registered for the Mobile Banking App will be able to access your account/s via the Mobile Banking App. Delegated Users 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 Users to authorise transactions on your account, then those Delegated Users 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 for a third party 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 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 have to 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.

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. 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, friend, or one of our staff); 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. If you have a complaint concerning matters covered by this Part E of the PDS (including any apparent error in a transaction, unauthorised transactions or an error on your statement) 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 Internet Banking 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	1300 780 808 (Local call rate within Australia)
Facsimile	(03) 9613 6399
Mail	The Ombudsman GPO Box 3, Melbourne VIC 3001 (Australia)
Website	www.fos.org.au
Email	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 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

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 third party 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 and 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 G - 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 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 ®Registered to BPAY Pty Ltd ABN 69 079 137 518

61.1. How to use the BPAY Scheme

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 and 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 dispute which relates to a BPAY Payment and you are an individual who has requested us to make a BPAY Payment on your behalf wholly or exclusively for private or domestic use then we will deal with your dispute in accordance with dispute resolution procedures established under the BPAY Scheme.

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.