### **Terms and Conditions for RSA Online**

### 1. About these Terms and Conditions

- 1.1 In these Terms and Conditions:
- (a) "Hunter United", "we", "us", "our" means Hunter United as a division of IMB Ltd ABN 92 087 651 974 AFSL/ Australian Credit Licence 237 391.
- (b) "RSA Online" means any services we offer from time to time through the Internet to enable you to receive information from us and to transmit instructions to us electronically, in relation to an RSA account or other matter we specify.
- (c) "RSA" means Retirement Savings Account as defined in Section 8 of the Retirement Savings Account Act 1997(Cth).
- 1.2 These Terms and Conditions for RSA Online are supplemental to the terms and conditions that apply to your RSA as detailed in your Product Disclosure Statement (PDS). You will be taken to have accepted these Terms and Conditions when you first use RSA Online.

#### 2. Details of RSA Online

- 2.1 The range of services we make available through RSA Online will be determined by us in our absolute discretion from time to time. We may extend or reduce this range of services at any time without notice to you.
- 2.2 You authorise us to act upon all instructions in relation to RSA Online using your User ID and password.
- 2.3 We are under no obligation to process any transactions which you make, on the day you make them.
- 2.4 Information about transactions and balances on any account which is available through RSA Online may not reflect the current position on that account. We will not be liable for or in connection with any inaccuracies in that information.
- 2.5 We may from time to time and without notice to you: (a) place limits on the number or amount of transactions that can be made using RSA Online;
  - (b) change the software, system or equipment required to access RSA Online. It is your responsibility to supply and maintain any equipment or software (such as a personal computer, modem or browser) which may be necessary for you to access RSA Online.
- 2.6 We may, in our absolute discretion and without notice to you:
  - (a) refuse to give effect to any instructions received from you in relation to RSA Online; or
  - (b) temporarily suspend access to RSA Online.



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### 3. Termination

- 3.1 We may terminate your access to RSA Online at any time without notice.
- 3.2 You may terminate your access to RSA Online by giving us 7 days prior notice. You can give us that notice by calling us on (02) 4941 3888, or by writing to us at PO Box 851,Newcastle 2300.

### 4. Security

- 4.1 You must keep each user ID and password secret. If you do not keep them secret, another person may be able to make transactions on your accounts through RSA Online, and we will not be liable for any loss caused as a result of those transactions. To guard against unauthorised use, it is essential that you:
  - (a) do not select a numeric code which represents your birth date (after initial logon) or an alphabetical code which is a recognisable part of your name;
  - (b) ensure that no-one knows your User ID and password;
  - (c) keep any record of your account number, User ID and password in secure places, separate from each other and anything which will identify you or your accounts,
  - (d) ensure that no-one sees or hears your account number, User ID and password when you are using it;
  - (e) do not leave your computer unattended when you are using RSA Online.
- 4.2 You must tell us as soon as possible if you become aware or suspect that:
- (a) any of your account number, User ID or password have been lost, stolen or misused; or
- (b) someone may have accessed your accounts without your authority.
- You can tell us by calling (02) 4941 3888 or emailing enquiries@hunterunited.com.au



# 5. Liability

- 5.1 Subject to any rights that cannot be excluded by law (including rights under the Trade Practices Act 1974 (Cth), liability for or in connection with any loss or damage suffered by you or any other person arising directly or indirectly from or in connection with your use of RSA Online will be determined by reference to the ePayments Code. This includes but is not limited to loss or damage which may arise as a result of
  - (a) inaccuracies, errors, omissions or delays in relation to RSA Online;
  - (b) the loss, modification, damage or destruction of hardware or software caused by computer viruses or program bugs or similar causes; or
  - (c) unauthorised access to your account or any breach of security arising in relation to RSA Online;
  - (d) the failure of RSA Online to perform in whole or in part any function which we have specified it will perform:
  - (e) RSA Online being unavailable at any particular time or inaccessible from any particular location;
  - (f) delays or errors in the execution of any transaction or instruction.
- 5.2 We are not liable for any loss caused as a result of inaccurate information entered by you when using RSA Online.

## 6. General

- 6.1 Checking your records you must check your account records carefully and promptly. If you believe that there has been a mistake in any transaction using RSA Online, or an unauthorised transaction you must notify us immediately.
- 6.2 We may from time to time impose fees and charges for your use of the RSA Online. We may, at our discretion debit these fees and charges to your account or to any other account held by you with us.

# 7. Privacy

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

### 8. Your Address

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

### 9. Changes to these Terms and Conditions

- 9.1 Subject to the provisions of any law (including any requirements as to notice), we may change these Terms and Conditions at any time. The changes we can make include but are not limited to the following.
  - a) changes to fees and charges; and
  - b) changes to RSA Online.
- 9.2 Subject to the requirements of any law, we may notify you of variations to these Terms and Conditions by advertisement in the national media or local media or in writing to your residential or business address last notified to us or by email to your email address last notified to us no later than the day on which the variation takes effect

### 10. Severance

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

#### 11. Choice of law

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