

# Mobile Banking App 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](http://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 the Mobile Banking App, 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 Mobile Banking App 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

You can use the Mobile Banking App to:

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

To use the Mobile Banking App, you must be first registered for Internet Banking and SMS 2FA. Please refer to IMB's website for information on how to register for Internet Banking and SMS 2FA. The Mobile Banking App may not offer the same functionality as Internet Banking and you may not be able to access all your Accounts and perform all transactions in the Mobile Banking App that you are able to perform within Internet Banking. **Please refer to the relevant sections of these Mobile Banking App Terms and Conditions, IMB's website, or call us on 133 462 for details.**

**133 462 | [imb.com.au](http://imb.com.au)**

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## Contents

### Description

### Page

## Section 5. Terms & Conditions

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

### Part A: General Conditions of Use

1.	Important words .....	3
2.	Changes to this PDS .....	6
13.	Timing of transactions .....	6
18.	Assignment .....	6

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

54.	Mobile Banking App - Terms and Conditions .....	6
54.1.	Introduction to the Mobile Banking App .....	6
54.2.	Fees and Charges .....	7
54.3.	Benefits of using the Mobile Banking App .....	7
54.4.	What You can do in the Mobile Banking App .....	7
54.5.	Risks associated with using IMB's Mobile App .....	7
54.6.	Mobile Banking App Registration and Access .....	7
54.7.	Transaction Limits .....	8
55.	Internet Banking and Mobile Banking App – General Terms and Conditions .....	8
55.1.	Your Agreement to Receive Information Electronically .....	8
55.2.	Termination and Suspension of Internet Banking or Mobile Banking App access .....	8
55.3.	Types of Internet Banking and Mobile Banking App Users .....	9
55.4.	'Authority to Operate' and 'Delegated User' .....	9
55.5.	Checking your payment instructions .....	9
55.6.	Your security .....	10
58.	Security of Cards, PINs and Access Codes .....	10
58.1.	Protecting your PIN or Access Code .....	10
58.2.	What is NOT a reasonable attempt to disguise a PIN or Access Code .....	10
58.3.	Additional Cardholders .....	11
58.4.	If You think that your security has been compromised .....	11
58.5.	Providing notification .....	11
59.	Liability for Unauthorised Transactions .....	11
59.1.	When You will not be liable for an Unauthorised Transaction and <u>will</u> get your money back .....	11
59.2.	When You will be liable and You won't get your money back .....	11
59.3.	Your liability for unreasonably delaying notification .....	12
59.4.	When You have limited liability .....	12
59.5.	Liability caused by equipment malfunction .....	12
59.6.	User instructions/OTP failure .....	12
59.7.	Additional Cardholders .....	12
59.8.	Dispute Resolution procedure .....	12
59.9.	Notice of changes .....	13
60.	Mistaken Internet Payments .....	14
60.1.	Mistaken Internet Payments Warning .....	14
60.2.	Reporting a Mistaken Internet Payment .....	14
60.3.	Process where the report is made within 10 Business Days after the payment .....	14
60.4.	Process where the report is made between 10 Business Days and 7 months after the payment .....	14
60.5.	Process where the report is made more than 7 months after the payment .....	14
60.6.	Process where a report is made but We are not satisfied that a Mistaken Internet Payment has occurred .....	14
60.7.	Process where a report is made but the Receiving Institution is not satisfied that a Mistaken Internet Payment has occurred .....	14
60.8.	Process where a Mistaken Internet Payment has occurred but the funds are not available .....	14
60.9.	Process where the Unintended Recipient is in receipt of income support payments from DHS and DVS .....	14
60.10.	Notification of outcome of report .....	14
60.11.	Complaints about Mistaken Internet Payments .....	14

### Part F: Terms and Conditions for BPAY

61.	BPAY Terms and Conditions .....	15
61.1.	How to use the BPAY Scheme to make a BPAY Payment .....	15
61.2.	Payments .....	15
61.3.	Processing payments .....	15
61.4.	Valid Payment Direction .....	15
61.5.	When a Biller cannot process a payment .....	15
61.6.	Accuracy of information .....	15
61.7.	Changes to terms affecting BPAY .....	15
61.8.	Suspension .....	15
61.9.	Cut-off times .....	16

61.10.	Account records .....	16
61.11.	Liability for mistaken payments, Unauthorised Transactions and fraud .....	16
61.12.	Disputes .....	16
61.13.	Registration & cancellation of BPAY View .....	16
61.14.	Receiving paper bills.....	17
61.15.	Notice of electronic bills or statements .....	17
61.16.	BPAY View billing errors .....	17

**Part G: Terms and Conditions for Osko and PayID**

62.	Osko.....	17
62.1.	Osko .....	17
62.2.	Availability .....	17
62.3.	Osko Transaction limits .....	18
62.4.	How to make an Osko Payment.....	18
62.5.	Receiving an Osko Payment.....	18
62.6.	Osko Adjustments .....	18
62.7.	Mistaken Osko Payments.....	19
62.8.	Misdirected Osko Payments .....	19
62.9.	Duplicate and Error Osko Payments, and Osko Overpayments .....	19
62.10.	Payment disputes and investigations.....	19
62.11.	Liability .....	20
62.12.	Notifications .....	20
62.13.	Suspension and termination .....	20
62.14.	Changes to terms affecting Osko .....	20
63.	PayID.....	20
63.1.	Making and receiving NPP Payments using PayID .....	20
63.2.	Choosing a PayID .....	20
63.3.	Creating your PayID .....	21
63.4.	Recording your PayID .....	21
63.5.	Transferring your PayID .....	21
63.6.	Closing a PayID .....	21
63.7.	Locking and unlocking a PayID.....	21
63.8.	Joint Accounts.....	21
63.9.	Privacy.....	21

**Part A: General Conditions of Use**

**1. Important words**

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

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

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

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

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

**Account Holder** means the person or entity who owns the Account

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

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

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

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

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

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

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

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

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

**BPAY** means BPAY Pty Ltd ABN 69 079 137 518

**BPAY Payment** means a payment to a Biller made using BPAY

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

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

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

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

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

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

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

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

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

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

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

**E-mail** means electronic mail message

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

**eStatement** means your statement as provided to You in Internet Banking

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

**Foreign Cheque** means a cheque drawn on an overseas financial institution

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

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

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

**Linked Account** means any Account which is linked to your Card

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

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

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

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

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

This does not include payments made using BPAY or Osko

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

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

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

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

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

**NPP** means the New Payments Platform operated by NPP Australia Limited

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

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

**Organisational Osko Payer** means an Osko Payer that is an Organisation

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

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

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

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

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

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

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

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

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

**Osko Transaction** means an Osko Payment or Osko Adjustment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**WBC** means Westpac Banking Corporation

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

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

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

## 2. Changes to this PDS

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

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

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

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

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

- By placing a notice in a major national newspaper;
- In writing, or by placing a notice in your statement of Account or other material We send to You;
- By placing information on our website [www.imb.com.au](http://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.

## 54. Mobile Banking App - Terms and Conditions

### 54.1. Introduction to the Mobile Banking App

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

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

Once You have downloaded the Mobile Banking App You are required, and will be prompted to, register your Mobile Device for use to access your Accounts via the Mobile Banking App. As part of this registration process, You will be prompted to enter your member number and Internet Banking password. You will also receive an OTP via an SMS to your mobile phone number registered with Internet Banking. You will need to enter this OTP into the Mobile Banking App session You are logged into to continue the registration process. You are then required, and will be prompted to, create an Access Code (an App PIN) to

enable You to log in to the Mobile Banking App to access your Accounts. You will need to enter this App PIN each time You wish to access your Accounts via the Mobile Banking App unless You use fingerprint sign in to access your Accounts.

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

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

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

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

#### **54.2. Fees and Charges**

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

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

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

#### **54.3. Benefits of using the Mobile Banking App**

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

#### **54.4. What You can do in the Mobile Banking App**

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

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

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

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

#### **54.5. Risks associated with using IMB's Mobile App**

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

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

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

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

#### **54.6. Mobile Banking App Registration and Access**

54.6.1. To access the Mobile Banking App facility, You must be registered for Internet Banking and have provided your mobile phone number to receive SMS. You can register for Internet Banking at any IMB Branch, by calling IMB on 133 462 or by accessing the Internet Banking registration form from IMB's website at [www.imb.com.au](http://www.imb.com.au), and sending the completed form to PO Box 2077, Wollongong NSW 2500 or faxing the completed form to IMB on (02) 4229 4606. If You open an Account as a new member on or after 1 August 2015, You will automatically be registered for Internet Banking unless You tell Us otherwise. For more information about IMB's Internet Banking, please refer to the relevant sections of the PDS or IMB's Internet Banking terms and conditions available on IMB's website.

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

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

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

sign in to access your Account via the Mobile Banking App if someone else's fingerprint is stored on your Mobile Device. You will be responsible for any transactions that are initiated when your Account is accessed via the Mobile Banking App using a fingerprint stored on your registered Mobile Device.

#### **54.7. Transaction Limits**

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

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

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

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

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

#### **55.1. Your Agreement to Receive Information Electronically**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 55.4.1. Authority to Operate (ATO)

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

The following conditions apply to ATOs:

- a) each ATO You appoint must apply to IMB to be a member and meet IMB's identification requirements before they will be able to access your Account;
- b) Internet Banking transactions and other instructions must be authorised by the required number of ATOs (i.e. where an Account requires more than 1 to sign);
- c) ATOs are required to accept the Internet Banking Terms and Conditions prior to accessing Internet Banking and the Mobile Banking App Terms and Conditions prior to using the Mobile Banking App;
- d) You are responsible for all the transactions performed by any ATOs that You appoint, as if You made them yourself;
- e) ATOs will have access to the Accounts to which You have appointed them as ATO, as if they were the owner of the Account; and
- f) You should consider carefully whether to appoint an ATO as You will be solely responsible for their actions.

#### 55.4.2. Delegated User

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

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

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

- a) the Delegated User will have access to your Account through Internet Banking and the Mobile Banking App only (i.e. they cannot perform a transaction on your Account via any other channel);
- b) each Delegated User You authorise must apply to IMB to be a member and meet IMB's identification requirements before they will be able to access on your Account;
- c) upon registering for Internet Banking, each Delegated User will be issued with a member number and Access Code. These details will be required for the Delegated User to gain access to Internet Banking;
- d) Delegated Users are required to accept these Internet Banking Terms and Conditions, prior to accessing Internet Banking;
- e) Delegated User's who have registered for the Mobile Banking App will be able to access your Account/s via the Mobile Banking App. Delegated User's will be required to accept the Mobile Banking App Terms and Conditions prior to accessing the Mobile Banking App.
- f) You cannot appoint a Delegated User to access your Account unless You have authorised at least one ATO on that Account;
- g) notwithstanding clause 55.3, the ATOs on your Account will manage the access of Delegated Users on your Account as follows:
  - i) if more than one ATO is required to authorise Internet Banking transactions and other requests on the Account, then that number of ATOs, as nominated by You in the Account form, is required to authorise a Delegated Users access to your Accounts;
  - ii) if You require two or more Delegated User's to authorise transactions on your Account, then those Delegated User's will be unable to perform those transactions within the Mobile Banking App and they will need to log on to Internet Banking and follow the usual procedure to conduct a transaction;
  - iii) Delegated Users will have access to the Accounts to which the ATOs on your Account authorise them to have access, as if they were the owner of the Account;
  - iv) the ATOs on your Account have authority to limit the level of access of a Delegated User including what Accounts a Delegated User can view and access; and
  - v) an ATO cannot grant a Delegated User greater access than the ATOs own level of access.
- h) You are responsible for all the transactions made by any Delegated Users that You appoint, as if You made them yourself;
- i) You must tell IMB, in writing, if You wish to cancel/revoke a Delegated Users access to your Account/s;
- j) You acknowledge that where a Delegated User has access to more than one of your Accounts and an ATO removes a Delegated User from one Account, they will be automatically removed from all of your Accounts to which they have access. If You wish for a Delegated User to remain on any of your other Accounts, the ATOs on these Accounts will need to restore the Delegated Users access by re-authorising their access via Internet Banking.

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

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

### 55.5. **Checking your payment instructions**

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

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

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

55.5.4. Your instruction may not be processed if:

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

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

#### 55.6. **Your security**

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

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

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

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

## 58. Security of Cards, PINs and Access Codes

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

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

### 58.1. **Protecting your PIN or Access Code**

To protect your PIN or Access Code, You must:

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

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

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

- a) recording your PIN or Access Code in reverse order;
- b) recording your PIN or Access Code as a telephone number or part of a telephone number;
- c) recording your PIN or Access Code as a telephone number in its correct sequence;
- d) recording your PIN or Access Code among other numbers or letters with any of them marked to indicate the PIN or Access Code;
- e) recording the PIN or Access Code disguised as a date; or as an amount;
- f) recording your PIN or Access Code (in sequence or disguised format) and describing it as a PIN or Access Code or in any way that can be linked to your Card or electronic banking (e.g. IB code 0000 or IMB code 0000);
- g) recording your PIN or Access Code using alphabetical characters or numbers (Example: A=1, B=2, C=3 etc); and

- h) recording your PIN or Access Code in any low security electronic Device such as (but not limited to):
  - i) calculators
  - ii) personal computers
  - iii) electronic organizers
  - iv) mobile phones and smart phones
  - v) diaries

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

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

### **58.3. Additional Cardholders**

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

### **58.4. If You think that your security has been compromised**

58.4.1. You must tell Us as soon as possible if:

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

You may notify Us by calling IMB 133 462.

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

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

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

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

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

### **58.5. Providing notification**

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

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

## **59. Liability for Unauthorised Transactions**

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

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

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

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

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

You will not be liable for:

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

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

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

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

- a) through fraud;

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

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

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

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

### 59.3. **Your liability for unreasonably delaying notification**

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

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

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

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

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

### 59.4. **When You have limited liability**

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

- a) \$150;
- b) the balance of your Account(s) (including any Agreed Line Of Credit) from which money was transferred and which We have agreed may be accessed using the PIN or Access Facility at the time of the transaction; or
- c) the actual loss at the time We were notified (where relevant) that the Card or Device or piece of Electronic Equipment forming part of the Access Facility has been misused lost or stolen or that the security of your PIN or Access Code has been breached (excluding that portion of the loss incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s)).

### 59.5. **Liability caused by equipment malfunction**

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

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

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

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

### 59.6. **User instructions/OTP failure**

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

### 59.7. **Additional Cardholders**

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

### 59.8. **Dispute Resolution procedure**

59.8.1. The procedures in this Clause 59.8 apply to complaints concerning matters covered by this Part E of the PDS (including any apparent error in a transaction, Unauthorised Transaction or an error on your statement). They also apply to complaints concerning BPAY (clause 61) and Osko (clause 62) if You are an individual, except for transactions using a facility designed primarily for use by a business, and established primarily for business purposes. If You have a complaint, You must tell Us promptly. We will accept a complaint if it is received up to six years from the day on which You became aware, or

should reasonably have become aware, of the circumstances giving rise to the complaint but the sooner You bring your complaint to our attention, the more likely We are to be able to resolve it quickly.

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

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

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

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

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

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

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

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

59.8.5. If We decide that your Account has been incorrectly debited or credited, We will promptly adjust the Account (including any fees and charges) and tell You in writing of the amount which has been debited or credited to your Account as a result. If We decide that your Account has not been incorrectly debited or credited, or in the case of Unauthorised Transactions that You contributed to part of the loss, We will provide You with copies of any document or other evidence on which We based our decision.

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

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

59.8.8. If You are not satisfied with our decision, please talk to Us first. At any time, however, You can seek an external review of our decision. IMB is a member of the Australian Financial Complaints Authority (AFCA), 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.

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

You can contact the AFCA by:

Telephone 1800 931 678 (free call within Australia)  
Facsimile (03) 9613 6399

Mail Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001 (Australia)

Website [www.afca.org.au](http://www.afca.org.au)  
E-mail [info@afca.org.au](mailto:info@afca.org.au)

This service is provided free of charge.

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

- a) the timeframes set down by the relevant card scheme apply, instead of the timeframes set out above;
- b) We will advise You of the relevant timeframes that apply to our investigation and when You can reasonably expect a decision;
- c) if We are not able to resolve the complaint within 60 days We will give You:
  - i) written notice of the reason for the delay;
  - ii) updates on the progress of the complaint every two months;
  - iii) a date when You can reasonably expect a decision (unless We are waiting on a response from You and We have advised You that We require your response);
- d) We will advise You that We have suspended your obligation to pay any amount which is the subject of the complaint (and any credit or other charges related to that amount) until the complaint is resolved.

## 59.9. Notice of changes

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

### Guidance note

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

## 60. Mistaken Internet Payments

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

### 60.1. *Mistaken Internet Payments Warning*

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

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

### 60.2. *Reporting a Mistaken Internet Payment*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 60.10. *Notification of outcome of report*

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

### 60.11. *Complaints about Mistaken Internet Payments*

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

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

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

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

## Part F: Terms and Conditions for BPAY

### 61. BPAY Terms and Conditions

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

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

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

Further information on BPAY can be found at [www.bpay.com.au](http://www.bpay.com.au) @Registered to BPAY Pty Ltd ABN 69 079 137 518

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

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

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

**Information You must give Us.**

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

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

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

#### 61.2. Payments

We may impose restrictions on the Accounts from which a BPAY Payment may be made or impose limits on the amount of BPAY Payments.

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

#### 61.3. Processing payments

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

#### 61.4. Valid Payment Direction

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

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

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

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

#### 61.5. When a Biller cannot process a payment

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

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

#### 61.6. Accuracy of information

You are responsible for ensuring:

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

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

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

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

#### 61.7. Changes to terms affecting BPAY

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

#### 61.8. Suspension

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

#### **61.9. Cut-off times**

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

Cut-off times:

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

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

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

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

#### **61.10. Account records**

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

#### **61.11. Liability for mistaken payments, Unauthorised Transactions and fraud**

You must tell Us immediately if:

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

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

Otherwise, to the extent permitted by any applicable law or code, We are not liable for any consequential loss or damage You suffer as a result of using the BPAY Scheme other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded restricted or modified at all or only to a limited extent.

If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account has been debited with the amount of that payment, We will credit that amount to your Account. However, if You were responsible for a mistake resulting in that payment and We cannot recover within 20 banking Business Days of Us attempting to do so from the person who received the amount of that payment, You must pay Us that amount.

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

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

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

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

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

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

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

If You tell Us that a BPAY Payment made from your Account is unauthorised, You must first give Us your written consent addressed to the Biller who received that BPAY Payment, consenting to Us obtaining from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such information as We reasonably require to investigate the BPAY Payment.

We are not obliged to investigate or rectify any BPAY Payment if You do not give Us this consent. If You do not give Us that consent, the Biller may not be permitted under law to disclose to Us information We need to investigate or rectify that BPAY Payment.

#### **61.12. Disputes**

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

#### **61.13. Registration & cancellation of BPAY View**

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

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

61.13.3. If You register for BPAY View, You:

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

- d) agree to receive bills and statements electronically and that this satisfies the legal obligations (if any) of the Biller to give You bills and statements. For the purposes of this clause We are the agent for each Biller nominated by You under (a) above; and
- e) agree to direct any enquiries relating to a bill or statement You receive to that Biller.

#### **61.14. Receiving paper bills**

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

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

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

#### **61.15. Notice of electronic bills or statements**

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

61.15.2. You agree that when using BPAY View:

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

61.15.3. You must:

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

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

#### **61.16. BPAY View billing errors**

61.16.1. A BPAY View billing error means any of the following:

- a) if You successfully registered with BPAY View:
  - i) failure to give You a bill (other than because You failed to view an available bill);
  - ii) failure to give You a bill on time (other than because You failed to view an available bill on time);
  - iii) giving a bill to the wrong person; or
  - iv) giving a bill with incorrect details;
- b) if your BPAY View deregistration has failed for any reason, giving You a bill if You have unsuccessfully attempted to deregister.

61.16.2. You agree that if a billing error occurs:

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

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

## **Part G: Terms and Conditions for Osko and PayID**

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

### **62. Osko**

#### **62.1. Osko**

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

#### **62.2. Availability**

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

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

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

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

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

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

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

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

### **62.3. Osko Transaction limits**

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

### **62.4. How to make an Osko Payment**

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

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

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

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

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

You should ensure that all information You provide in relation to an Osko Payment is correct as We will not be able to cancel an Osko Payment once it has been submitted.

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

We will treat any Osko Payment direction made using Internet Banking or the Mobile Banking App as authorised by You if when it is given to Us, your login details including PIN have been used to access Internet Banking or the Mobile Banking App.

We may require You to authenticate Osko Transactions in our complete discretion. Where We require You to authenticate an Osko Transaction We will send an OTP via SMS. You will be required to enter this OTP in to the current Internet Banking session You are logged into before You can make a payment to a PayID Payee the first time You send a payment to that PayID Payee.

### **62.5. Receiving an Osko Payment**

You can receive an Osko Payment into an eligible IMB Account. For details of eligible IMB Accounts, refer to clause 62.2.

To receive an Osko Payment You must provide the Osko Payer with:

- a) the amount of the Osko Payment; and
- b) your PayID or IMB bank Account details.

If You use PayID You must have a PayID linked to your Account to be credited with the Osko Payment.

If You provide the wrong details to the Osko Payer, the payment will not be credited to your Account.

### **62.6. Osko Adjustments**

62.6.1. An Osko Adjustment is an Osko Transaction initiated by Us or You to adjust or reverse an Osko Payment which has already been settled and cleared. An Osko Adjustment may arise as a result of:

- a) an Osko Payment Return;
- b) a Mistaken Osko Payment;
- c) an Error Osko Payment;
- d) a Misdirected Osko Payment;
- e) an Osko Overpayment;
- f) a Duplicate Osko Payment;
- g) a payment processing error made by an NPP participating financial institution;
- h) an Osko Payment that has been made without your authorisation; or
- i) a fraudulent Osko Payment (including fraud arising in connection with the use of a PayID).

62.6.2. You can request an Osko Adjustment if You believe that an Osko Payment from or to your IMB Account is one of the transactions described in clause 62.6.1. However, just because You made a request does not mean that an Osko Adjustment will be made. Whether an Osko Adjustment will be made, and your liability, is dealt with in clauses 62.7 to 62.11.

62.6.3. We may make an Osko Adjustment if We agree to your request for an Osko Adjustment or when We decide to do so, but only when We are required to make the adjustment or have the right to make the adjustment under the rules that apply to participants in Osko and the NPP. We will follow those rules in relation to Osko Adjustments.

62.6.4. If You receive an Osko Payment to your Account, the Osko Payer may also seek an Osko Adjustment for that payment. Whether an adjustment will be made, and your liability, is dealt with in clauses 62.7 to 62.11.

## **62.7. Mistaken Osko Payments**

62.7.1. If We determine that a settled Osko Payment from your Account is, or is likely to be, a Mistaken Osko Payment, We will request a return of the payment from the Osko Payee's financial institution.

62.7.2. Where We and the Sending Institution determine that an Osko Payment made to your Account is a Mistaken Osko Payment, We may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account an amount up to the original amount of the Mistaken Osko Payment. We will notify You if this occurs.

62.7.3. When a payee financial institution receives a request to return an Osko Payment relating to a Mistaken Osko Payment, it must use reasonable endeavours to assess whether it is a Mistaken Osko Payment and must use reasonable endeavours to recover any mistakenly paid funds.

62.7.4. The following rules will apply when a request is made for the return of a Mistaken Osko Payment that is made from or to your IMB Account. In these rules, We will be the payer financial institution when the payment is made from your IMB Account, and We will be the payee financial institution when the payment is made to your IMB Account.

- a) Where a request is made for the return of a Mistaken Osko Payment, the payee financial institution must acknowledge the request within 24 hours and advise within five Business Days whether there are sufficient funds in the account of the mistaken Payee customer to cover the payment. The payee financial institution must use reasonable endeavours to assess whether or not a mistaken payment has been made.
- b) Where the Mistaken Osko Payment is reported within 10 Business Days of the payment, the payee financial institution should assess whether a Mistaken Osko Payment has been made within five Business Days of receiving the request for the return of the payment or such longer period as is reasonably necessary, up to a maximum of 10 Business Days if it seeks additional information from the payer financial institution or intended payee financial institution. If appropriate, the payee financial institution may withdraw the funds from the mistaken Payee customer's Account within five Business Days of receiving the request for payment return, or a maximum of 10 Business Days if a longer period is necessary to make the assessment of whether a Mistaken Osko Payment has been made, and return them in accordance with the request for payment return.
- c) If a request is made for the return of a Mistaken Osko Payment more than 10 Business Days after the payment but within seven months from the payment, the payee financial institution has 10 Business Days to determine whether a mistaken payment has been made. It may if appropriate place a hold on the funds in the mistaken Payee customer's Account for a further period of up to 10 Business Days, subject to the availability of the funds. The Payee financial institution must inform the mistaken Payee customer of the alleged mistaken payment and the intention to withdraw the funds from the mistaken Payee customer's Account. If the mistaken Payee customer consents to the withdrawal of funds, it may withdraw the funds within two Business Days of receiving consent, and return them in accordance with the request for payment return. If the customer does not consent or respond, after a period of 10 Business Days it may withdraw the funds in any case and return them with the request for payment return.
- d) If the request for the return of a Mistaken Osko Payment is reported more than seven months after the payment, the payee financial institution is required to assess whether a mistaken payment has been made within a reasonable time of receiving a request if appropriate, and must seek the consent of the mistaken Payee customer to withdraw the funds. If the customer consents, it may withdraw the funds within two Business Days of receiving consent and then return them.

## **62.8. Misdirected Osko Payments**

If We determine that a settled Osko Payment from your Account is a Misdirected Osko Payment, We may request a return of the payment from the Osko Payee's financial institution. That financial institution must use reasonable endeavours to assess and determine whether it is a Misdirected Osko Payment, and if it is satisfied that the payment is a Misdirected Osko Payment, it must make the payment return within the timeframes specified in clause 62.10.7.

Where We and the sending financial institution determine that an Osko Payment made to your Account is a Misdirected Osko Payment, We may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account an amount up to the original amount of the Misdirected Osko Payment. We will notify You if this occurs.

## **62.9. Duplicate and Error Osko Payments, and Osko Overpayments**

If We determine that a settled Osko Payment from your Account is:

- a) a Duplicate Osko Payment;
- b) an Error Osko Payment; or
- c) has been sent as a result of our own error,

or if You request a return of all of an Osko Overpayment (or the amount overpaid), We may request a return of the payment from the Osko Payee's financial institution. That financial institution must use reasonable endeavours to assess and determine whether the payment is one of the payments described above, and if it is satisfied that it is one of these payments, it may make a payment return (or return the amount overpaid) within the timeframes specified in clause 62.10.7.

## **62.10. Payment disputes and investigations**

62.10.1. You may ask Us to investigate an Osko Transaction.

62.10.2. You must tell Us immediately if:

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

62.10.3. We will attempt to rectify any such matters in relation to your Osko Payment in the way described in this clause 62.

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

62.10.5. We will keep You informed of the progress of all disputes and investigations. However We may not notify You or keep You informed of certain investigations and disputes where We reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or Osko more broadly.

62.10.6. If You tell Us that an Osko Payment made from your Account is unauthorised, You must first give Us your written consent addressed to the Osko Payee who received that Osko Payment, consenting to Us obtaining from the Osko Payee information about your Osko Payment, including such information as We reasonably require in order to investigate the Osko Payment. We are not obliged to investigate or rectify any Osko Payment if You do not give Us this consent. If You do not give Us that consent, the Osko Payee may not be permitted under law to disclose to Us information We need to investigate or rectify that Osko Payment.

62.10.7. If We request an Osko Payment Return for an Osko Payment, the payee financial institution should resolve a request for payment return within 10 Business Days if the request is initiated because of a complaint or request made by You to Us. If the payee financial institution cannot resolve the request for payment returned within 10 Business Days, for example because your request is some time after the original Osko Payment, the payee financial institution must send Us a pending status message indicating that the case is still being investigated. Where the request for payment return is initiated by Us due to a Duplicate Osko Payment or due to a processing error made by Us, the payee financial institution should respond to the request within 24 hours, on a best endeavours basis.

#### **62.11. Liability**

62.11.1. You will not be liable for a Misdirected Osko Payment from your IMB Account except to the extent that You cause, or contribute to, the addressing error in the Misdirected Osko Payment.

62.11.2. If a financial institution participating in the NPP that services accounts with PayID (including IMB) fails to comply with its obligations under the NPP in relation to registration and maintenance of the PayID, You will not be liable for fraud resulting from or caused by that failure, except to the extent that You cause or contribute to the relevant addressing error.

62.11.3. You will not be liable for any loss or damage to Us or another financial institution participating in NPP from a claim brought against Us or the other financial institution as a result of relying on the PayID information from the NPP addressing lookup service, except to the extent that You cause, or contribute to, the addressing error. This does not apply to loss or damage from fraud (see clause 62.11.2 which applies in the case of fraud).

62.11.4. If an Osko Payment from your IMB Account is an Unauthorised Transaction (see clause 59), liability for an Unauthorised Osko Payment will be determined in accordance with clause 59.

62.11.5. Except as set out in clauses 62.11.1 to 62.11.4, to the extent permitted by any applicable law or code:

- a) We are not liable to You for any funds that You did not recover from an Osko Payment from your IMB Account where You have requested (or have the right to request) an Osko Adjustment, or any other loss or damage arising from your failure to recover those funds, provided that We have followed the procedures in this clause 62 if You requested an Osko Adjustment;
- b) We are not liable for any consequential loss or damage You suffer as a result of using Osko, other than any loss or damage which is due to our negligence or breach of any condition or warranty implied by law which cannot be excluded restricted or modified at all or only to a limited extent; and
- c) You are liable for any loss or damage to You or Us from fraudulent Osko Payments where the responsibility for the fraud is attributable to your conduct.

62.11.6. To the full extent permitted by law, You indemnify Us against any loss or damage We may suffer due to any claims, suits, demands or action of any kind brought against Us arising directly or indirectly because You:

- a) did not observe any of your obligations under the Osko or PayID Terms and Conditions in this PDS; or
- b) acted negligently or fraudulently in connection with the other terms and conditions of your Account.

#### **62.12. Notifications**

Subject to clause 62.10.5, We will inform You via Internet Banking or the Mobile Banking App when:

- a) We confirm and validate each Osko Payment direction You give Us;
- b) an Osko Transaction You have initiated is successfully completed or fails for any reason; and
- c) an Osko Payment has been deposited into your Account.

In Internet Banking You can also set up E-mail and SMS alerts for when You receive an Osko Payment to your Account.

You may also, at any time, access a record of all Osko Transactions which You have been involved with via Internet Banking or the Mobile Banking App.

#### **62.13. Suspension and termination**

We may suspend or terminate your participation in Osko as provided in clause 3, or if We cease to offer Osko.

#### **62.14. Changes to terms affecting Osko**

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

## **63. PayID**

### **63.1. Making and receiving NPP Payments using PayID**

The PayID Service is the NPP Payment addressing service that enables payers to make NPP Payments (including Osko Payments) to Payees using an alternative identifier instead of Account details.

You can create a PayID for your eligible IMB Account. For details of eligible Accounts, see clause 62.2.

You are not required to have a PayID for your Account, and You do not have to use a PayID when You are making an Osko Payment. However if You do not have a PayID for your Account, You will not be able to receive Osko Payments to your Account using a PayID. Instead, You will need to provide your BSB and Account number to the Osko Payer.

Whether You choose to create a PayID for your Account or not, You and each ATO may use a Payee's PayID to make Osko Payments to the Payee from your Account if:

- a) We and the Payee's financial institution support Osko payment service;
- b) the Payee's account is able to receive the particular Osko Payment; and
- c) the PayID is not locked.

### **63.2. Choosing a PayID**

We currently support the following PayID Types:

- a) mobile phone number; and
- b) E-mail address.

We will publish a list of supported PayID Types from time to time.

You may create a PayID as long as it is a supported PayID Type. Some PayID Types may be restricted to business customers and Organisations. Only eligible customers will be able to create a PayID that is a restricted PayID Type.

You must satisfy Us that You own or are authorised to use your chosen PayID before You can use it to receive Osko Payments. This means We may ask You to provide evidence to establish this to our satisfaction, whether You are already registered for any other mobile or online banking or online payment services with Us or not.

Depending on the policy of a payer's financial institution, your PayID Name may be displayed to payers who send Osko Payments to You.

At the same time as You create your PayID, We will provide You with a PayID Name.

### **63.3. Creating your PayID**

Before You can create your PayID to receive Osko Payments into your Account, You have to satisfy Us that You either own or are authorised to use your chosen PayID and You have an eligible Account which can receive Osko Payments. For details of eligible Accounts see clause 62.2.

You can create a PayID for receiving NPP Payments in Internet Banking or in the Mobile Banking App. When You create your PayID in Internet Banking, We will send You an OTP via SMS if You are registering your mobile phone number as your PayID, or via E-mail where You are registering your E-mail address as your PayID. You will be required to enter this OTP in the Internet Banking session You are logged into to complete registration of the PayID.

We will not create a PayID for You without your prior consent.

You may choose to create more than one PayID for your Account.

If your Account is a joint Account, You and each other joint Account Holder can create a unique PayID for the Account.

If You have an ATO on your Account, each ATO may create a unique PayID for the Account.

Once a PayID is created and linked to your Account, it may not be used in relation to any other Account with Us or with any other financial institution. See clause 63.5 for details on transferring PayIDs.

The PayID Service does not support duplicate PayIDs. If You try to create a PayID for your Account which is identical to another PayID in the service, You will receive a message advising that the service is unable to register the PayID. We cannot disclose details of any Personal Information in connection with duplicate PayIDs.

### **63.4. Recording your PayID**

We will ensure that your PayID and Account details are accurately recorded in the PayID Service.

### **63.5. Transferring your PayID**

You can request transfer of your PayID at any time.

You can transfer your PayID to another Account with Us, or to an account with another financial institution by submitting a request to Us in Internet Banking.

A transfer of your PayID to another Account with Us will generally be effective immediately, unless We notify You otherwise.

A transfer of your PayID to another financial institution is a two-step process initiated by You and completed by that financial institution. First, ask Us to put your PayID into a transfer state and then complete the transfer via your new financial institution. Until the transfer is completed, Osko Payments to your PayID will be directed to your Account with Us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your Account.

A locked PayID cannot be transferred.

To transfer a PayID that You created for an account with another financial institution to your Account with Us, You will need to start the process with that financial institution.

### **63.6. Closing a PayID**

To close your PayID, follow the instructions in Internet Banking. Once a PayID is closed, it is removed from the PayID Service and cannot be used for Osko Payments.

You must notify Us immediately if You no longer own or have authority to use your PayID.

### **63.7. Locking and unlocking a PayID**

We monitor PayID use to manage PayID misuse and fraud. You acknowledge and consent to Us locking your PayID if We reasonably suspect misuse of your PayID or use of your PayID to procure Osko Payments fraudulently.

You can request that We unlock a PayID that We have locked. We do not have to agree to your request. In Internet Banking You can lock your own PayID and unlock a PayID that You have locked.

### **63.8. Joint Accounts**

When You direct an Osko Payment to a PayID connected to a joint account, other account holders may be able to see the messages and notifications associated with the Osko Payment. Similarly other Account Holders on your Account may be able to see messages and notifications associated with Osko Payments addressed to your PayID.

### **63.9. Privacy**

By creating your PayID You acknowledge that You authorise:

- a) Us to record your PayID, PayID Name and Account details (including full legal Account name) (PayID record) in the PayID Service; and
- b) Osko payers' financial institutions to use your PayID information for the purposes of constructing Osko Payment messages, enabling Osko Payers to make Osko Payments to You, and to disclose your PayID Name to Osko Payers for Osko Payment validation.

To the extent that the creation and use of the PayID record constitutes a disclosure, storage and use of your Personal Information, You acknowledge and agree that You consent to that disclosure, storage and use.

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