

# Internet Banking

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Terms and Conditions

Effective from 1<sup>st</sup> April 2014



## ONLINE BANKING TERMS AND CONDITIONS

I acknowledge and agree that Coastline Credit Union Limited (“the Credit Union”) will rely upon the contents of my application for Online Banking in deciding whether to extend online to me and that I shall be bound by:

- a. The Terms of my application.
- b. The Constitution of the Credit Union from time to time in force.
- c. The Electronic Banking Conditions of Use of the Credit Union from time to time in force.
- d. The Terms upon which Online Banking is made available from time to time by the Credit Union.

## TERMS AND CONDITIONS

I further acknowledge and agree that:

1. It is my sole obligation to maintain my personal computer in proper working order to access online.
2. I acknowledge my Telephone Banking Access Code and my Online Banking Access Code may be identical.
3. The Credit Union may in its absolute discretion:
4. refuse to accept my application;
5. terminate my access to Online Banking;
6. terminate Online Banking generally;
7. limit (or alter) facilities available through Online Banking either generally or to me;
8. terminate Online Banking to me at any time without notice if the Credit Union believes Online Banking is being misused either by me or any other person using my Online Banking Access Code; without assigning reasons and in any such event I shall have no claim upon the Credit Union.

In the event that Online Banking is extended to me and an Online Banking Access Code is given to me, I recognise that the Access Code will give access to details of and transactions on my Credit Union account(s) to the holder and I undertake not to divulge the Access Code to any other person and in the event that I learn any other person has become aware of the Access Code or if I lose the Access Code I shall forthwith advise the Credit Union and in such an event I may be required to pay a fee if a further Access Code is allocated to me.

The Credit Union will use its best endeavors to maintain Online Banking without being responsible for any interruptions to Online Banking and the Credit Union does not give any warranty as to when any service or transaction requested by me through Online Banking will be affected.

My use of Online Banking is subject to the Electronic Banking Conditions of Use (see below) and my use of Online Banking signifies that I have read, understood and accepted them.

I may change my Access Code through Online Banking.

The Credit Union will debit or credit my accounts with the value of all transactions.

I request the Credit Union to deliver my Access Code by mail. I acknowledge that I have read, understood and accepted the above terms and conditions for Online Banking.

## ELECTRONIC BANKING

Conditions of Use (valid from 1 April 2014)

## BEFORE YOU USE ELECTRONIC BANKING

Please read these Conditions of Use. They apply to all EFT transactions, which are funds transfers to or from your account (except business accounts) initiated by giving an instruction to us through such electronic banking services as telephone banking and Online Banking (“Electronic Banking”).

EFT transactions use an access method, which is a method authorised and accepted by us as authority to act on an instruction given through electronic equipment (such as telephones and computers) to debit or credit your account. Access methods may include one, or a combination, of devices (such as cards), identifiers (such as user Ids or account numbers) and codes (such as personal identification numbers (PINs) or passwords), but not manual signatures. For example, your account number and access code.



If you fail to properly safeguard your access method you may increase your liability for unauthorised use.

Your first use of Electronic Banking will automatically constitute your understanding and acceptance of these Conditions of Use. If these Conditions of Use are not clear to you, contact us BEFORE using your access method.

## IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT

1. memorise your access method, including your code;
2. never tell anyone your access method, including your code;
3. don't choose a code that is easily identified with you, e.g. your birth date or your car registration;
4. don't choose a code that is merely a group of repeated numbers;
5. try to prevent anyone else seeing you enter your access method into electronic equipment;
6. exercise caution when saving access methods in electronic equipment and do not save access methods in shared electronic equipment (i.e. do not use the remember password functions on your web browser);
7. do not leave electronic equipment unattended while connected to Electronic Banking;
8. immediately report the loss, theft or unauthorised use of your access method to us; and
9. examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use.

## 1. INTRODUCTION

Generally speaking, these Conditions of Use apply to EFT Transactions only. Other aspects of accounts or transactions are governed by their relevant terms and conditions (for example credit contract terms and conditions). Use of VISA cards and CUECARDS are governed by their respective Conditions of Use. These Conditions of use do not apply to accounts designed primarily for use by a business and established primarily for business purposes.

We may attach other services to Electronic Banking by notice to you in writing.

In conducting EFT transactions with us you acknowledge that you have read, and understand, these Conditions of Use and are obliged to comply with them.



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## 2. APPLICATION OF CODES

We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct as established by the Australian Securities and Investments Commission ("EFT Code").

The provisions of the Credit Union Code of Practice ("CU Code") also apply to the use of Electronic Banking.

If you would like copies of either Code you should contact us.

## 3. ACCESS METHOD SECRECY

You agree that:

You will not record your access method on anything with or near any device or identifier.

You will not tell anyone your access method or let anyone see it;

You will try to prevent anyone else seeing you enter your access method into any electronic equipment.

You will not leave any electronic equipment unattended while connected to Electronic Banking.

If you think that your access method has become known to someone else, you will notify us immediately.

## 4. REPORTING THE LOSS OR THEFT OF YOUR ACCESS METHOD

If you believe your access method record has been lost or stolen, or your access method has become known to someone else, you should IMMEDIATELY report this to us.

## 5. USING ELECTRONIC BANKING

You may use Electronic Banking to undertake EFT transactions such as transferring between linked accounts or making Bpay payments. In addition, you may use online banking to modify or suspend periodical payments. We reserve the right to change the EFT transactions that you may conduct via Electronic Banking.

We will advise you:

- On our website what EFT transactions you can perform via online banking; and on our telephone banking service menu what EFT transactions you can perform via telephone banking. You may only conduct EFT transactions on those accounts authorised by us that have been linked to your access method. We will debit or credit, as applicable, your linked accounts with the value of all EFT transactions carried out using your access method.
- If any of your linked accounts are in the name of more than one person, then the liability of those persons under these Conditions of Use is joint and several for transactions carried out on those accounts.
- Transactions will not necessarily be processed on the same day they occur.
- You will continue to be liable to us for the value of any debit transaction occurring after you have closed your accounts or after you have resigned from your membership with us.

## 6. TRANSACTION LIMITS AND RESTRICTIONS

- You agree that you will NOT use your access method to:
  - overdraw the balance in any of your linked accounts; or exceed the unused portion of your credit limit under any pre-arranged credit facility.

We:

- may set limits on the minimum and maximum transaction amounts, on a daily or cumulative basis;
- may set restrictions on the use or processing of transactions (for example processing cut off times);
- will advise you of the transaction limits and/or restrictions on the use or processing of transactions at the time you apply for your access method or on the relevant system or equipment (such as our website or telephone banking service).

## 7. AUTHORISATIONS

You:

- acknowledge that we have the right to refuse authorisation for you to effect any transaction for any reason; and agree that we will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of our refusal to authorise any transaction.

## 8. DEPOSITS VIA EFT TRANSACTIONS

Any deposit you make using an EFT transaction will not be available for you to draw against until your deposit has been verified and the funds cleared by us.

## 9. YOUR LIABILITY IN CASE YOUR ACCESS METHOD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

1. you are not liable for any unauthorised use of your access method:
2. before you have actually received your access method;
3. after you have reported it lost or stolen; and
4. if you did not contribute to any unauthorised use of your access method.
5. you will be taken to have contributed to any loss caused by unauthorised use of your access method if you:
6. voluntarily disclose your access method to anyone, including a family member, friend or other financial institution;
7. voluntarily allow someone else to observe you entering your access method into electronic equipment or leave electronic equipment unattended while connected to Electronic Banking;
8. act with extreme carelessness in failing to protect the security of your access method;
9. write or indicate your access method (without making any reasonable attempts to disguise it) on any article or articles likely to be lost or stolen at the same time;
10. allow anyone else to use your access method;
11. unreasonably delay notification of:
12. your access method being lost or stolen; or
13. unauthorised use of your access method; or
14. the fact that someone else knows your access method.
15. if you are taken to have contributed to the unauthorised use of your access method, your liability will be the lesser of:
16. the actual loss when less than your account balance (including the unused portion of your credit limit under any pre-arranged credit facility);
17. your account balance (including the unused portion of your credit under any pre-arranged credit facility); or
18. an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your code, up to and including the day you make your report.
19. in determining liability:
20. where your access method has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
21. the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking.

22. where it is unclear whether or not you have contributed to any loss caused by unauthorised use of your access method, your liability will be the lesser of \$150;
23. your account balance (including the unused portion of your credit limit under any pre-arranged credit facility); or
24. the actual loss at the time we are notified of the loss or theft of your access method.
25. in determining your liability under paragraph 9(5):
26. we will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
27. the fact that an account is accessed with the correct access method, while significant, is not of itself conclusive evidence that you have contributed to the loss.
28. your liability for losses occurring as a result of unauthorised access will be determined under the EFT Code. The guidelines set out at the beginning of these conditions of use to safeguard your account, are guidelines only.

## 10. RESOLVING ERRORS ON ACCOUNT STATEMENTS

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify us. As soon as you can, you must also provide us with the following:

- your name and address and account number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- other users authorised to operate the account;
- whether your access method is secure.
- If we are unable to settle your complaint immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, we will:

- advise you in writing of the results of our investigations; or
- advise you in writing that we require further time (not exceeding a further 24 days) to complete its investigation.
- Where an investigation continues beyond 45 days, we will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where we are waiting for a response from you and you have been advised that we require such a response.



If we find that an error was made, we will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

If:

1. We are a party to an Industry Dispute Resolution Scheme; and

2. That scheme provides a matter can be heard under the scheme if we do not give a final decision on the matter within a specified time,

we will advise you in writing about the option of taking the matter to the Scheme within 5 business days after the specified time period expires.

When we advise you of the outcome of its investigations, we will;

- give you reasons in writing for our decision by reference to these Conditions of Use and the EFT Code of Conduct;
- advise you of any adjustments we have made to your account; and
- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts) if you are not satisfied with our decision, including the right to request that the decision be reviewed by our senior management.

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of your code, we will:

- give you copies of any documents or other evidence we relied upon; and
- advise you whether or not there was any system malfunction at the time of the transaction complained of.

If we fail to carry out these procedures or cause unreasonable delay, we may be liable for part or all of the amount of the disputed transaction where our failure or delay has prejudiced the outcome of the investigation.

## 11. MALFUNCTION

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, we will not be liable to you for any loss caused by our system or equipment malfunctioning if you were aware, or should have been aware, that our system or equipment was unavailable for use or was malfunctioning.

## 12. STATEMENTS AND RECEIPTS

A transaction reference will be available for each EFT transaction. A transaction record for online banking may be printed.

You should obtain and retain all transaction references and/or records for checking against your account statements.

We will send you an account statement at least every 6 months. You may request more frequent account statements.

For accounts that have a pre-arranged credit facility attached, we will send you an account statement monthly or as otherwise required by any applicable legislation, the EFT Code or the CU Code.

You may request a copy of your account statement at any time.

## 13. FEES AND CHARGES

We reserve the right to charge a fee for any EFT transaction or for issuing additional or replacement access methods and we are irrevocably authorised to debit your linked accounts with those fees.

You will be advised by us of any applicable fees and charges at the time you apply for your code.

## 14. GOVERNMENT FEES AND CHARGES

We reserve the right to pass on to you any fees, charges, duties and taxes that are imposed on Electronic Banking by government or by any regulatory authority. We are also irrevocably authorised to debit your linked accounts with those fees, charges, duties and taxes.

## 15. CHANGES TO CONDITIONS OF USE



We reserve the right to change these Conditions of Use and to vary the fees and charges that apply to Electronic Banking.

We will notify you in writing at least 30 days before the effective date of a change if it will:

- impose or increase charges for transactions for Electronic Banking or for issuing additional or replacement access methods;
- increase your liability for unauthorised use; or
- adjust daily withdrawal limits.

We may notify you of other changes either through:

- notices on, or sent with account statements;
- notices on online banking websites or in branches; or
- press advertisements;
- and, in the last two cases, we will give you written advice of the changes at the time of your next account statement after the change.

Written notice will not be given of a variation that is required by an immediate need for us to restore or maintain the security of our systems or your linked accounts.

You will be taken to have received a written notice from us under this paragraph 15 in the due course of post if it is mailed to the last address for you known to us. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your access method after notification of any authorised changes your use of your access method shall be subject to those changes.

## **16. OTHER GENERAL CONDITIONS**

These Conditions of Use govern your Electronic Banking access to your linked accounts with us. Each transaction on a linked account is also governed by the terms and conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to any of your accounts these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the EFT Code or the CU Code.



You agree that you will promptly notify us of any change of address for the mailing of any notifications which we are required to send to you.

We may post all statements and notices to you at your registered address as provided for in our Constitution.

If your account is a joint account each party to that account is jointly and severally liable for all EFT transactions.

## 17. INTERPRETATION

For the purposes of these Conditions of Use, 'day' means a 24-hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

A reference to:

- one gender includes the other gender; and
- the singular includes the plural and the plural includes the singular.

## 18. OTHER INFORMATION

### 1. Access to Online Banking

a. Members must request access to Online Banking by completing an application for an Access Code, these can be obtained from any of our branches or by telephoning our Call Centre on 1300 36 1066 or via the Coastline Credit Union Web Site (<http://www.coastline.com.au>).

b. Approval is at our discretion and we reserve the right to subsequently cancel your Online Banking access without notice.

c. When an Online Banking application has been received, approved and processed, Coastline Credit Union will, when the correct Online Banking Access Code and membership number are quoted, accept instructions via the Coastline Credit Union Online Banking website for transactions and authorisations on the membership.

d. If you wish to discontinue usage of Coastline Credit Union Online Banking you must notify us in writing, or by secure email via the Online Banking Web Site <http://digital.coastline.com.au>, If you have a



joint membership, both members must sign this notice (hardcopy only). Any outstanding authorised transactions will continue to occur.

e. It is your responsibility to obtain and maintain any equipment (e.g. PC) or services (refer your Internet Service Provider) which are necessary to use the Internet and Coastline Credit Union Online Banking.

## 2. Operation of the Online Banking Service:

a. When we make a payment on your behalf we are not acting as your agent or the agent of the payee to whom the payment is directed.

b. All transactions through the Online Banking Service, will be effective:

i. On the same day, if you asked us to make transfer/payment before our processing cut-off time on a business day (OR between the hours of 8.00am and 5.00pm Monday to Friday (and not a public holiday));

ii. On the next business day, if you asked us to make transfer/payment after our processing cut-off time or on a weekend or public holiday or non credit union business day.

iii. On the date requested if it is a future dated transaction.

iv. On the next business day, if you asked us to make transfer/payment after our processing cut-off time or on a weekend or public holiday or non credit union business day.

You should allow time for your request to be received and processed by your nominated payee. Where payments are made by cheque it may take a number of days for them to be received and processed by the payee and even electronic transfers may not be processed immediately by the receiving organisation.

c. BPAY transactions authorised using the Online Banking service after 3 pm (Eastern Standard time) will be sent on the next business day. Final processing of the payment is up to the utility or organisation concerned and may not take place immediately. It may be a day or two before the transaction is processed and the bill is paid. Your account will be debited immediately, but the payment will not be made immediately.

Any transactions conducted outside of the hours specified above will be processed in the next available business "session" within the times specified above.

We advise you to check your transaction listing regularly through Online Banking to monitor the payment of your bills using this service, and to plan ahead so that the correct due dates are met using this service. d. You must be careful to ensure that you enter transaction details carefully. Once a payment or transfer has been made, it will not be possible for us to stop or reverse the transaction.

If you instruct us to make a transfer/payment and you later discover that:

- i. The amount you told us to transfer/pay was greater than the amount you needed to pay, you must contact the recipient/biller to obtain a refund of the excess; or
- ii. The amount you told us to transfer/pay was less than the amount you needed to transfer/pay, you can make another electronic transfer/payment for the difference between the amount actually transferred/paid to the recipient/biller and the amount you needed to transfer/pay.
- e. We are not obliged to affect the electronic transfer/payment if you do not give us all of the information requested on the screen, or if any of that information you give us is inaccurate.
- f. If you ask us to affect a transaction and it is possible to effect it using more than one payment channel we may choose which payment channel is to be utilised to affect that transaction.
- g. If we are advised that your payment cannot be processed by a payee, we will:
  - i. Attempt to advise you of this
  - ii. Credit your account with the amount of the payment.
- h. We may at our discretion refuse to give effect to any Online Banking transaction requested by you without being required to give any reason or advance notice to you. We will use our best endeavours to notify you if this is the case.
- i. We will take reasonable precautions to ensure that information concerning your accounts and transactions performed through Coastline Credit Union Online Banking will remain confidential and protected from unauthorised access.

### 3. Queries relating to your accounts

- a. When you receive your statement of account you should confirm that all entries are in accordance with instructions given. Any discrepancies should be notified to us immediately.
- b. We will provide you with a transaction receipt/reference number each time you make an Online Banking transaction. You should record this transaction receipt number and it should be quoted if you have any queries in relation to a particular transaction.

### 4. Fees

We may from time to time impose such fees and charges for your use of the Online Banking Service as shall be notified to you. We are authorised to debit the account nominated by you from time to time for the amount of our fees and charges and with all Government Taxes, duties or charges from time to time imposed on transactions made by your use of the Online Banking Service.