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Terms & Conditions Deposit Accounts & Electronic Banking

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MyState Bank Limited (MyState Bank)
 ABN 89 067 729 195 AFSL 240896
 Australian Credit Licence Number 240896
 A wholly owned subsidiary of MyState Limited
 ABN 26 133 623 962

This document forms part of the disclosure information you will require prior to opening a Deposit Account (Savings, Transaction or Term Deposit Account) or related Payment Product.

The other documents you will require are:

- » Fees and Charges for Deposit Accounts.
- » Interest Rates for Personal Deposit Accounts or Interest Rates for Business Deposit Accounts.

Please read the Target Market Determination for any product which you require available at mystate.com.au

There are also separate Terms and Conditions for Visa Debit Card.

You should read all these documents carefully and retain them for future reference. Copies of each of these documents are available from MyState Bank.

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Introduction

These terms and conditions explain your rights and our responsibilities to you as our customer when you access any of our deposit account products, including our no longer offered products.

You should read these terms and conditions before opening any deposit accounts to confirm you understand your rights and our responsibilities.

Once you have opened a deposit account with us this means that you agree to these terms and conditions.

These terms and conditions mention other documents which further explain our deposit accounts and should be read together. These documents are:

- » Financial Services Guide;
- » Privacy Policy;
- » Fees & Charges for Deposit Accounts;
- » Terms and Conditions for Visa Debit Card; and
- » Interest rates:
 - » Personal Deposit Accounts; and
 - » Business Deposit Accounts.

You may also need to read:

- » Terms and Conditions No Longer Offered Deposit Accounts;
- » Fees & Charges No Longer Offered Deposit Accounts;
- » Interest Rates No Longer Offered Deposit Accounts;

You may also request:

- » Target Market Determination (TMD) for the product type applicable to you.

Definitions

The following definitions apply when reading these terms and conditions.

- » **We/us/our** is MyState Bank.
- » **You/your/user.**
The customer or account owner and can be individuals or a business.
In the situation where there is more than one account owner and all account owners are required to sign, you means all those account owners together.
In the situation where all account owners have authorised one or more individuals to operate the account, you means the individual.
- » **Business/working day** is a weekday other than a National Public Holiday.
- » **Deposit account** is a personal or business deposit account or personal or business savings account or Term Deposit.
- » **Overdraft** is an approved loan amount attached to your transaction account. New overdraft facilities are no longer available.
- » **Loan Account** includes Personal, Home and Business loans.

Product Specific Terms and Conditions

1. Application of these terms and conditions

These terms and conditions apply to and cover all Deposit Accounts and Payment Products offered by us, including but not limited to the following.

Personal Savings and Transaction Accounts

- » Glide Account
- » Access Assist Account
- » Basic Account
- » Offset Account
- » Bonus Saver Account
- » Special eSaver Account
- » Christmas Account

Term Deposit Accounts

- » Term Deposit
- » Online Term Deposit
- » Income Deposit

Business Savings and Transaction Accounts

- » Everyday Business Account
- » Business Online Saver

Payment Products

- » Visa Debit Card (see also our separate Terms and Conditions for Visa Debit Card for full terms and conditions)
- » Direct credit
- » Direct debit
- » PayTo
- » Online Banking
- » Osko
- » Automatic Teller Machine (ATM)
- » EFTPOS
- » Payroll Deduction
- » Quick Debit
- » BPAY
- » SWIFT payments
- » Telegraphic Transfers (TT)

2. Specific Terms and Conditions – Personal Savings and Transaction Accounts

The following table(s) shows specific terms and conditions and related Payment Product information that apply to our range of offered Personal Savings and Transaction Accounts. These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet.

Savings and Transaction Accounts	Glide	Access Assist ^{2.1}	Basic ^{2.2}	Offset ^{2.3}	Bonus Saver ^{2.7}	Special eSaver ^{2.4}	Christmas
Account available for Personal purposes only ^{2.5}	√	√	√	√	√	√	√
Funds available at call	√	√	√	√	√	√	Funds available between 1st working day in November and 15th January (without interest penalty)
Access at MyState Bank branches	√	√	√	√	Cash deposit and transfer	√	√
Visa Debit	√	√	√	√	x	x	x
Online Banking *	√	√	√	√	√	√	√
BPAY	√	√	√	√	x	√	x
NPP Payments	√	√	√	√	Deposits only	√	Deposits only
PayTo	√	√	√	√	x	√	x
Periodical / scheduled payments	√	√	√	√	x	√	x
Direct debits	√	√	√	√	x	x	x
Direct credits	√	√	√	√	√	√	√
Bank@Post at Australia Post outlets (subject to acceptance at individual outlets)	√	√	√	√	x	x	x
No minimum balance	√	√	√	√	√	√	√
Interest payable on credit balance ^{2.6}	x	√	x	x	√	√	√
Interest offset 100% against nominated loan	x	x	x	√	x	x	x
Interest payable last calendar day of each month and on closure	x	√	x	x	√	√	x
Interest payable on 31 October and on closure	x	x	x	x	x	x	√
Overdraft facility	x	x	x	x	x	x	x

* Online banking is no longer available for new customers set up as more than one to sign effective 19 December 2022.

2.1 Access Assist Account

Eligibility:

- » Aged 55 years or older;
- » If there is more than one owner of an account, then each of the owners must meet the eligibility criteria; and
- » We may also require proof of account eligibility at any time.

When you are no longer eligible for an Access Assist Account, we may transfer the account to another transaction account.

2.2 Basic Account

A limit of one (1) Basic Account per customer applies.

Eligibility:

- » All account owners have a current:
 - » Commonwealth Seniors Health Card; or
 - » Health Care Card; or
 - » DVA Health Card; or
 - » Pensioner Concession Card; and
 - » Australian residential address.
- » If there is more than one owner of an account, then each of the owners must meet the eligibility criteria;
- » We may require proof of account eligibility on expiry of your current:
 - » Commonwealth Seniors Health Card; or
 - » Health Care Card; or
 - » DVA Health Card; or
 - » Pensioner Concession Card.
- » When any of the account owners are no longer eligible for a Basic Account, we may transfer the account to another transaction account.

2.3 Offset Account:

- » Can only be offset against our home loan products as determined from time to time and only if the account and the home loan are in the name(s) of the same person(s);
- » Credit interest won't accrue on the Offset Account even if the account balance is greater than the balance in the offset home loan or the home loan is repaid;
- » If the loan is repaid or renegotiated we recommend that you contact us to discuss suitable alternate transaction accounts; and
- » We reserve the right to switch your offset account to an alternate transaction account in circumstances where there is no active eligible loan to link the offset account to. We will write to you in such an event within 7 days of the switch taking place.

2.4 Special eSaver Account maximum balance per customer is \$1,000,000.00 and may be changed by us.

2.5 If an account is being used for business or investment purposes, we reserve the right to close the account and transfer it to an appropriate business account and the relevant business account fees will then apply.

2.6 Subject to the tiered interest rate that applies to the account. For details, please refer to the *Interest Rates for Personal Deposit Accounts*.

2.7 Specific Terms and Conditions – Bonus Saver Account

These terms and conditions are in addition to the other terms and conditions set out in this booklet.

Linked account means the MyState Bank Glide, Basic Account or Everyday Account* that your Bonus Saver Account is linked to.

*Everyday Account no longer offered.

Opening a Bonus Saver Account

- » To open a Bonus Saver Account you will require a MyState Bank linked account;
- » If you don't have a MyState Bank linked account at the time of opening your Bonus Saver Account, we will open one for you;
- » The linked account and the Bonus Saver Account must be in the same names and you may only have one Bonus Saver Account per relationship;
- » The Bonus Saver Account can only be opened in a personal name. It can't be opened or operated on behalf of a deceased estate, for trustee purposes, superannuation or a business name;
- » A Bonus Saver Account can be opened in one or two names.

Operating a Bonus Saver Account

- » A Bonus Saver Account opened in two names means that either one of you can transact on your account including making deposits and withdrawals or closing the account;
- » Only one Bonus Saver Account can be linked to your linked account and in the event that your linked account is closed, your Bonus Saver Account will need to be linked to an alternate eligible account or it may be closed;
- » Cheques, money orders or foreign currency cannot be deposited into your Bonus Saver Account;
- » You may only transfer money from your Bonus Saver Account to another MyState Bank Account;
- » Cash or cheques cannot be withdrawn from your Bonus Saver Account;
- » If you do not transact on your Bonus Saver Account for 3 consecutive calendar months we may close your Bonus Saver Account and return any funds to you.

Interest

- » The current interest rates for your Bonus Saver Account are available at mystate.com.au, in branch, or by calling us. The interest rate is variable and may change at any time. We may offer an additional variable rate of interest or bonus interest from time to time.

Bonus interest eligibility

- » The Bonus Interest rate can only be applied if you have a linked MyState Bank account.
- » Bonus interest is applied on top of the base rate if the Bonus Saver Account receives eligible deposits totalling at least \$20 each month and five eligible Visa transactions are made and settled (not pending) on your linked MyState Bank account in the same calendar month.

- » Bonus interest is payable on balances up to \$250,000. The base rate of interest will be paid on the portion of any balance exceeding \$250,000.
- » Eligible deposits to the Bonus Saver Account include: Transfers between your accounts, direct credits, NPP transactions, cash deposits, SWIFT payments and Telegraphic Transfers (TT).
- » Ineligible deposits to the Bonus Saver Account include: Bank@Post deposits or transfers, cheques, money orders, travellers cheques, international drafts and foreign currency. Interest credit, fee refunds or returned payments are also ineligible.
- » Eligible Visa transactions from your linked account must be settled in the current month (not pending) and include; EFTPOS transactions and EFTPOS transactions with cash out, online purchases and in store purchases, regular card payments, payWave, Apple Pay, Google Pay, Samsung Pay, Garmin Pay transactions.
- » The following Visa Card transactions from your linked account are not eligible and will not count towards Bonus Interest: EFTPOS cash out only transactions, Local and International ATM withdrawals, transfers or balance enquiries, Cash Advances, Pending Card Transactions and Beem it transactions.
- » The term 'Settled (not pending)' means for any purchases made on your card, that the transaction must be fully processed to your account during the current month and not have a pending status at the end of the month. Transactions with a pending status at month end do not count towards your five eligible Visa transactions however will count towards eligible transactions in the following month when they settle.

3. Specific Terms and Conditions – Business Savings and Transaction Accounts

The following table shows specific terms and conditions (and related Payment Products) that apply to our Business Savings and Transaction Accounts. These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet. If you are using a Visa Debit Card you should also refer to the separate *Terms and Conditions for Visa Debit Card*.

Business Savings and Transaction Accounts	Everyday Business	Business Online Saver
Account available for business purposes only ^{3.1}	√	√
Access to account over the counter at MyState Bank branches	√	x
Access to account Online Banking only *	x	√
Transaction restrictions apply – funds only able to be transferred to/from another MyState Bank business account(s) held under the same customer number	x	√
Visa Debit Card	√	x
Access to ATM and EFTPOS facilities (if Visa Debit Card is held)	√	x
Online Banking*	√	√
BPAY	√	x
NPP Payments	√	√
PayTo	√	√
Periodical payments	√	x
Direct debits	√	x
Direct credits	√	√
Bank@Post available at Australia Post outlets (subject to acceptance at individual outlets)	√	x
Funds available at call	√	√
No minimum balance or transaction amount	√	√
Interest payable on credit balances, based on tiered interest rate structure	x	√
No interest payable on credit balances	√	x
Interest payable calculated on a daily balance (where applicable) and credited to account at end of month	x	√
Overdraft facility available (subject to standard overdraft assessment criteria)	√	x
Overdraft interest calculated on a daily balance (where applicable) and debited to account at end of month	√	x

* No longer offered to new customers effective 19 December 2022.

3.1 We reserve the right to close the account if it is being used for personal or domestic purposes. In such instances the balance will be transferred to an appropriate personal account and (any) applicable personal account fees will then apply.

4. Specific Terms and Conditions – Term Deposit Accounts

The following table shows specific terms and conditions for our range of Term Deposit Accounts. If you make a request to withdraw or transfer funds from your Term Deposit before the maturity date, a notice period applies. Should you have a need in the future to immediately withdraw or transfer funds from your term deposit, then other deposit products may be more suitable for you.

These terms and conditions are in addition to the other terms and conditions set out in this section of the booklet.

Term Deposit Accounts	Regular Term Deposit	Online Term Deposit	Income Term Deposit
Minimum balance applies ^{4.1}	√	√	√
Specific investment terms apply ^{4.1}	√	√	√
Term Deposit Certificate issued at time of initial deposit, after additional deposits and/or withdrawals and at the time of maturity	√	√	√
Term deposit fixed for term and interest rate specified in the certificate	√	√	√
Term deposit can be added to during the term	x	x	x
Interest calculated daily and paid at maturity ^{4.2}	√	√	x
Interest calculated daily and paid monthly or annually (Minimum term of 12 months)	x	x	√
Interest will compound on maturity unless you tell us otherwise	√	√	x
Interest may be credited to a MyState Bank savings or transaction account or paid to another institution ^{4.2}	√	√	√
Principal may be credited to a MyState Bank savings or transaction account or paid to another institution on redemption.	√	√	√
You may withdraw part or all funds prior to maturity, subject to you first providing us with a request no less than 31 calendar days' prior, unless financial hardship applies. An interest penalty will apply ^{4.3}	√	√	√
If your Term Deposit has less than 31 calendar days remaining until its Maturity Date, the earliest you may access the funds is at the Maturity Date, unless financial hardship applies	√	√	√
Term deposits automatically re-invest on maturity for the same term and conditions at the interest rate prevailing at that date	√	√	√
A 14 day grace period applies from maturity date in which term deposits can be altered without interest penalty	√	√	√
Products may be withdrawn from offer at any time without prior notice ^{4.4}	√	√	√
Additional terms and conditions apply ^{4.5}	x	√	x

4.1 A minimum balance of \$5,000 is required. Online Term Deposits may offer select fixed terms, interest payment options and interest rates that vary from the Regular and Income Term Deposits.

4.2 Please note your interest payment for that term will be credited on the night before the Maturity Date quoted in your Term Deposit Certificate. For example, if your maturity date is 1 July, your interest payment for that term will occur on 30 June.

- 4.3 No interest will be paid on the proportion of funds that are withdrawn prior to maturity.

For Income Term Deposit Accounts, this may result in any interest already paid to you being deducted from the balance of your term deposit on redemption.

If a partial withdrawal is made prior to maturity the remaining funds will continue with the same terms and conditions until maturity. A minimum balance of \$5,000 must be maintained after early withdrawal otherwise the term deposit will be redeemed in full.

In the event of early withdrawal due to death of the customer, interest is paid at the full interest rate.

Early withdrawal termination values may be obtained by contacting us.

Should your 31 calendar days' notice period fall due on a weekend or Tasmanian public holiday it will be paid to you on the next business day.

- 4.4 If this occurs, existing term deposits will continue with the same terms and conditions until maturity at which time the customer(s) will be contacted with regards to options available. If we are unable to contact you, funds will be reinvested into an alternative product.

- 4.5 Additional Terms and Conditions for Online Term Deposits (personal customers only)

- a. Online Term Deposits can only be opened for the following:
- » individual personal names (no company or trading names);
 - » joint personal names with no more than two named parties (not trust accounts);
 - » Australian residents with Australian addresses.

- (i) Application for an Online Term Deposit Account must be made through the application process at mystate.com.au

- b. Following electronic confirmation of our acceptance of your Online Term Deposit Account application, you have 5 business days to transfer the amount stated on your application into your Online Term Deposit.

- c. Transfers to your new Online Term Deposit Account can only be made using the BPAY instructions provided with confirmation of your successful application.

- d. The interest rate quoted at the time of the application will be honoured for 5 business days from the date of your successful Online Term Deposit Account application.

- e. If funds are not received within 5 business days of your successful application, your Online Term Deposit Account will automatically be closed.

- f. If funds are remitted by BPAY outside of the 5 day period, or for an amount less than \$5,000 we will contact you for instructions for return of your funds.

- g. Where we become aware of a BPAY delay resulting in funds being received outside of the 5 business day period, but within 7 business days of the date of application, we may proceed to apply funds in accordance with the application.

- h. Changes to the maturity instructions of these products, including requests relating to deposits or withdrawals, may only be made through secure email available within Online Banking.
- i. Interest payments, withdrawals or redemptions from an Online Term Deposit Account can only be paid to an account held with an Australian Financial Institution.
- j. Customers whose only account with us is an Online Term Deposit Account opened through mystate.com.au will need to have their identity verified.

General Banking Terms and Conditions

1. Changes to fees and charges, interest rates and terms and conditions

We may change the terms and conditions, interest rates or fees on your account.

We will give you at least 30 days prior notice (longer if we are required to by law or any code we subscribe to) if we:

- » change the way we calculate interest;
- » change the frequency of crediting interest;
- » change the balance range to which an interest rate applies;
- » increase your liability for losses in relation to transactions made using online banking, or staff assisted banking;
- » introduce a new fee or charge; or
- » increase a fee or charge.

We will tell you all other changes (including any interest rate changes to your account) no later than the day the change takes effect.

We will tell you about these changes by one or more of the following methods:

- » by advertising in the national, or local, media;
- » by giving you written notice (this includes printed or electronic communications such as app notifications, emails, publishing the notice on our website or another platform and directing you to the notice);
- » by a prominent notice on our web site;
- » by notifying you in any other way that is permitted by law.

If your account is a joint account, you agree that the first person named on the application will receive written correspondence from us. This means that only one piece of correspondence may be sent for your account.

There may be times that we don't give advance notice of:

- » the reduction or cancellation of daily limits for cash withdrawals, purchases and transfers using electronic banking by you; or
- » other changes to terms and conditions that are required to immediately restore or maintain the security of our systems or your account.

2. Correspondence and statements

We will provide account statements, correspondence and documents regarding your account to you by one or more of the following methods:

- » to an address you have advised us of; or
- » to an address that we believe is your current postal or residential address; or
- » to your nominated email address, electronic device, by telephone or video conference; or
- » by making information available to you on our website or other electronic forum including Online Banking; or
- » as otherwise as agreed with you.

Statements of account

We'll send you a statement of your deposit account at least every six months, unless you request it to be more frequent. If you have an overdraft on your account your statement will be sent monthly.

You should check your statement as soon as you receive it to ensure that all transactions are correct. If there are any transactions you're unsure of please let us know immediately.

If you have a joint account, we'll send one statement noting all joint account holders to the first person named on the account or each account holder a statement. If you prefer a statement per account holder, please ask us.

You can request for a copy of a statement via Online Banking at any time or by contacting us. A fee may apply.

3. Marketing communications

We will use your personal information to send you offers for products and services we believe may be of interest and value to you (including by email, SMS or other means) unless you have previously told us that you do not want to receive marketing offers from us.

The products and services offered may be provided by us or one of our third-party partners. If you do not want to receive direct marketing offers from us, you can manage your marketing preferences by calling or visiting us, sending a message via Online Banking or follow the opt-out instructions in the message.

4. Tax and your account

Any interest earned on your account must be declared to the Australian Taxation Office (ATO) for income tax purposes. Providing us with your Tax File Number (TFN) is not compulsory, but if you choose not to and you earn interest, we are required to withhold a portion of interest earned. The withholding tax rate is set by the Federal Government and may vary at any time.

Each time you open an account with us we will ask if you wish to provide your TFN, TFN exemption and if your account is a business account, your Australian Business Number (ABN).

Foreign Tax

Each time you open an account with us we will ask you whether you are a foreign resident for tax purposes, this determines whether or not you are required to lodge a tax return in another country. If so, we require your Tax Identification Number (TIN).

We provide this information to the Australian Taxation Office (ATO), and the ATO may exchange this information with

other relevant foreign tax authorities.

If your residency status changes at any stage you need to inform us as soon as possible.

5. Using your account

Depending on the type of account you have opened or the instructions you gave us, your account will be used in one of the following ways:

Single or either to sign

Any use of your account can be completed by one person, including deposits, withdrawals and closing the account.

Either to sign applies when you and the other joint account owner/s do not specify that the account is more than one to sign. Ownership and responsibility of the joint account is shared equally.

If you have a joint account, we will tell you how you can use that account.

How you can stop withdrawals

If you have a joint account, from which either you or another account holder can make withdrawals, you can ask us to change the account authority so that all account holders have to approve any future withdrawals. This may be relevant to you if you are vulnerable.

The above paragraph does not apply to directors of a company who are signatories on behalf of the company, rather than joint account holders in their personal capacity.

More than one to sign

Authorisation is required by more than one account owner on all transactions and requests.

Debit cards cannot be linked where more than one account owner is required.

Online Banking is not available.

This type of operation can be decided when the account is opened or an account owner can request this at any time by contacting us.

Business operation

Online Banking is not available to new customers set up as more than one to sign effective 19 December 2022.

Business structures we can open accounts for include, but not limited to:

- » Sole traders;
- » Companies & Partnerships;
- » Trusts;
- » Self-Managed Super Funds;
- » Government Bodies; and
- » Clubs & Associations.

All business accounts can be operated by either to sign or more than one to sign. Online Banking is not available to new customers set up as more than one to sign effective 19 December 2022.

6. Minimum age requirements to open an account

The minimum age to open a transaction or savings account in person is 13 years.

The minimum age to open a term deposit account in person is 16 years.

The minimum age to open an account online is 16 years.

When applying in person, we have two options on how you can open an account for someone under 16 years old. These are as follows:

In the child's name

- » Once you are 13 years or older we can open an account without a Parent/Guardian if we believe you understand the liabilities and responsibilities of using an account. You have the option to add or remove signatories to the account.
- » If you're under 16, where permitted by law, we may allow any Parent/Guardian to act on your behalf in relation to your account.
- » The legal owner of the account is the child.

Parent/Guardians name on behalf of the child's name

- » If you're 16 years or younger, your account may be opened and operated by your Parent/Guardian on your behalf.
- » If you're younger than 13, your account can only be opened and operated by your Parent or Guardian unless we receive permission for you to use it.
- » The legal owner of the account is the Parent/Guardian, therefore they accept all liabilities and responsibilities of the account including tax obligations.
- » The child who the account is on behalf of cannot access the account at any stage without Parent/Guardian approval.
- » The account will be charged the standard fees for an adult account.
- » As the account is only on behalf of the child we cannot accept cheques written in the name of the child.
- » Overdraft facilities are not available.

7. Appointing a signatory to your account

You can request us to allow another person to operate your account as an account signatory at any time.

A signatory can:

- » make withdrawals;
- » change term deposit instructions;
- » set up periodical/scheduled payments;
- » set up direct debits;
- » request bank cheques;
- » only access the account where they have been appointed as signatory;
- » have access to account statements on request which includes your address and account number; and
- » access the account via online banking.

But a signatory cannot:

- » change your personal details, i.e. address or contact details;
- » add any further signatories;
- » change the number of people to sign on the account i.e. make 2 to sign; or
- » close your account.

We do not make any enquiries of a request made by a signatory and we are not liable for any loss or damage as a result of acting on a signatory instruction.

The signatory authority ends when you pass away.

8. Change of personal details

If any of your personal details change, such as your address, phone number or email address, you must let us know as soon as possible.

If you change your address where we issue statements and notices regarding your account and do not tell us, we may continue to send these to the most recent address we hold for you.

Change of name

If you change your name, you will need to provide supporting documentation including documentation that is issued by an Australian State or Territory (Registry of Births, Deaths and Marriages).

9. Inactive account

If there are no deposits or withdrawals from your Account for 12 months or more your Account will be considered Inactive and we may close your account.

When closing your Account we may do the following if your account balance is;

- » Overdrawn, we may close your Account without prior notice to you, but will let you know when the account has been closed;
- » Nil, we may close your Account without prior notice to you, but will let you know when the account has been closed;
- » In credit, we will retain the funds and pay them to you on request (without interest).

If there are no deposits or withdrawals from your Account in the last 7 years and you have not contacted us to claim your money then;

- » We will pay the applicable funds to the relevant government agency as unclaimed money. We can assist you in making a claim from that government agency.

This section excludes term deposits.

We may charge a fee for maintaining an inactive account.

10. Closing your account

You may close your account at any time upon request. If your account is joint, and is single or either to sign we will take instruction from one of you. To close an account please contact us.

We may close your account:

- » if we believe you may be using MyState products or services to financially abuse another person and inflict financial harm;
- » if we believe you have given us false or misleading information when opening your account;
- » where you have failed to comply with the terms and conditions;
- » if we believe you are breaching a law;
- » where we believe use of your account may cause you or us loss;
- » if the account is inactive, has a negative or zero balance; or
- » out of a duty of care for our staff and customers.

If we close your account we will, if appropriate, give you reasonable notice of this occurring.

Fees for closing an account may apply.

When an account is closed you must cancel any debits or

credits to the account and destroy any cards. You are liable for transactions on your account after the account is closed.

11. Overdrawing your account

Your account must have sufficient money available where you have payments set to leave your account, such as direct debits to be paid. If insufficient money is available we may overdraw your account or the payment may be dishonoured. If a payment is dishonoured, a fee may apply.

If overdrawing does occur a fee may apply and debit interest will be charged to the account on the last working day of the month, as per the *Unarranged Borrowing Rate* shown in the *Fees & Charges Deposit Accounts*.

Any transfers or deposits made to the account once overdrawn will reduce or clear the debit balance owed on the account.

12. Combining your accounts

If your account is overdrawn or you have overdue payments on a loan account and you have money in another account, we may transfer money from this account to cover the outstanding amount.

We will advise you of this occurring and this is viewable through online banking.

13. Account freezing

Account freezing means we may place a freeze on one or all of your accounts in regard to deposits or withdrawals. We may apply a freeze on part or all of your balance.

We can freeze your account if:

- » we suspect someone else is accessing your money without your knowledge;
- » we don't receive enough identification from you;
- » we believe you are breaching a law;
- » we are ordered by a court order;
- » we are notified of bankruptcy;
- » you have received money incorrectly or which is currently under dispute;
- » you have overdue payments on your loan account; or
- » at any other time at our discretion.

You can enquire as to why your account is frozen by contacting us.

14. Fees and charges

You agree to pay all fees and charges regarding your deposit account as per the *Fees and Charges Deposit Accounts*. Our fees and charges brochure sets out all fees for your deposit account and when they'll be charged.

Any failure by us to charge a fee does not imply that this fee will be waived in the future.

We may debit your accounts with any government taxes, duties or charges which may be imposed from time to time.

We will notify you in writing of the introduction or variation of a Government charge payable directly or indirectly by you, unless it is published by a government agency or representative body.

15. Visa Debit Card

Your deposit account may allow you to hold a Visa Debit Card to electronically access your account, depending on

the product type. Please refer to *Terms and Conditions for Visa Debit Card*.

A card may also be issued to an account signatory at your request, as long as the account isn't more than one to sign.

All cards can be cancelled at any time.

16. Depositing cheques

If your account allows cheque deposits, it is at our discretion as to whether we accept it.

All cheques deposited are subject to clearance days, we will advise you of what the clearance days are at the time of your deposit.

Australian dollar cheques

Australian Dollar cheques typically take 3 to 7 working days to clear into your account. Always check your balance to confirm the money has cleared prior to attempting to spend the money received from a cheque deposit.

A cheque can still be dishonoured after 7 working days, if this occurs and it overdraws your account you are responsible for this overdrawn balance.

We may not accept cheques which are more than 15 months old or are post-dated.

We are not liable for deposited cheques that are dishonoured by the drawees bank's individual terms and conditions.

If this occurs, fees will apply.

Foreign currency cheques

This service is only available to customers who joined us prior to 1 January 2024.

Foreign cheque deposits are repurchased via Convera Australia Pty Ltd. (Convera)

All foreign currency cheques are subject to acceptance and we or Convera may choose not to accept any cheque, at any time. Examples of this would be if the cheque was more than three (3) months old, or if it was post-dated. Items negotiated through us are not valid until they have been received and checked by Convera. If the cheque is refused, it will be returned to you.

When you deposit a foreign currency cheque to your account you cannot withdraw against the cheque until it has been cleared. It takes a minimum of 45 working days to clear a foreign currency cheque. This is not a warranty or a representation by us that after 45 working days you can safely regard the cheque as having been honoured. Funds may be subject to dishonour after this clearance period has passed.

If a cheque is dishonoured (even after 45 working days) putting your account into debit or exceeding any credit limit you might have, you are responsible for bringing the account back into credit or under the credit limit.

Foreign currency cheques will be processed on a negotiated basis converted at an exchange rate calculated by Convera provided at the time of deposit and subject to clearance periods.

Always check your balance to confirm the money has cleared prior to spending the money received from a foreign cheque deposit.

Foreign currency cheques must be written out to the same name as the account the cheque is being deposited to, and the foreign currency type must match the country that the cheque is issued from eg. A US dollar cheque must be drawn from a US bank.

Fees may apply.

17. Special clearance of cheque

If you would like a cheque cleared quickly into your account you can request special clearance. This must be requested at the time you deposit the cheque.

This service is not offered on cheque deposits made via Bank@Post.

When we request special clearance we request early clearance from the bank where the cheque originated from. We cannot promise that requesting special clearance on your cheque will be completed any sooner than standard clearance days.

Fees may apply.

18. Bank@Post deposit

Deposits can be made at any Australia Post outlet throughout Australia, where the outlet accepts them and your product type allows. Deposit limits may apply.

To make deposits via this channel you must have a Visa Debit Card which requires the PIN to be entered.

Money from any cheque deposits will not be available until the cheque has cleared, this may take 7 working days.

This is not a guarantee that after 7 working days you can safely regard the cheque as having been honoured.

19. Direct credits

Your account may allow for direct credits to be received, refer to the product specific section of this brochure to confirm whether your account is eligible. You can alter or cancel existing direct credit authorities at any time by advising the crediting organisation.

Direct credits to accounts may be returned to the sending bank if:

- » the money is recalled by the sending bank as you weren't the intended recipient; or
- » transfer details are invalid or have been made in error.

We do not accept liability for a direct credit being returned due to an incorrect account number by the sending bank. We may reverse a direct credit without your consent if we for any reason do not believe you are the rightful recipient.

The account name does not form part of the payment instructions and the name will be disregarded in receiving or sending a direct credit.

Fees may apply.

20. Sweep facility

New Sweep facilities are not available.

The Sweep Facility is an automated transfer to move money between your nominated accounts to maintain a minimum balance of at least \$500.

If your balance at the end of any working day is below the minimum balance, we will automatically transfer the amount required from the nominated account as long as there is sufficient money available in the nominated account.

This automatic transfer may not be activated due to the debit of fees and charges including government taxes. It is your responsibility to ensure that money is available as we do not accept responsibility or liability should we refuse to make such a transfer.

You can cancel this request at any time by contacting us.

21. Electronic withdrawals

An electronic withdrawal is a withdrawal using the card linked to your account. This includes, but not limited to: ATM, EFTPOS, PayWave, Apple Pay, Google Pay, Samsung Pay, Garmin Pay and Bank@Post. It also includes transactions completed using online banking.

Daily limits to these services and fees may apply.

22. Transaction limits

Limits may vary at customer or account level. MyState reserves the right to change limits without notice.

Pay someone using a BSB and account number (standard transfer to other bank accounts).

The default daily limit is \$5,000 however you can choose to change this limit up to \$10,000 through Online Banking.

You may request a temporary limit increase. Temporary limits will only apply for the time requested and may take up to one business day to establish.

Pay someone using a BSB and account number or PayID via Osko (Osko payments)

Payments using Osko are limited to \$2,500 in total per day per customer.

BPAY Payments

The default daily limit is \$10,000 however you can choose to change this limit up to \$20,000 through Online Banking. You may request a temporary limit increase which will only apply for the time requested and may take up to one business day to establish.

Billers may have different minimum and maximum limits which may vary by Biller Code.

Cash out using your debit card

Limit of \$1,100 per day per account including ATM operator fees. This includes cash out at ATMs, Bank@Post and EFTPOS.

Other limits may be applied by the ATM operator, Bank@Post outlet or a merchant.

Purchases using Visa Debit Card

Limit of \$1,000 per day, per account when 'Cheque' or 'Savings' is selected.

Up to your available account balance when 'Credit' is selected.

Merchants or other providers of facilities may impose additional limits.

Purchases using Visa Debit Card

Applies to payWave purchases under \$100 where no PIN or signature is required.

For purchases of \$100 or more, simply enter your PIN or sign. Some merchants may apply a lower or higher limit and other limits may apply outside of Australia.

A temporary limit of \$200 may apply at some merchants to reduce the risk of spreading the COVID-19 virus.

23. Branch withdrawals

If your account allows branch withdrawals.

We will request identification from you. If we decide that the identification you provide us isn't sufficient we may decline your withdrawal request.

There may be a daily limit on the withdrawal amount, and if so we will advise you of this at the time of the withdrawal.

Fees may apply.

24. Third Party branch withdrawals

You can authorise someone, other than a signatory, to complete a one off withdrawal on your account.

At our discretion, we may allow this so long as the third party can be identified and you have authorised this to occur in writing.

25. Bank@Post withdrawals

Cash withdrawals can be made at any Australia Post outlet where the outlet accepts them and your product type allows.

Daily withdrawal limits apply.

To make withdrawals you must have a Visa Debit Card which requires the PIN to be entered.

Cheque withdrawals are not available. Fees will apply.

26. Card Personal Identification Number (PIN)

Your PIN is your electronic signature. It allows you to access your account through, but not limited to, an ATM, EFTPOS, Visa PayWave where required or Bank@Post.

27. MyState Bank Corporate cheque

If your account allows you can request a corporate cheque to be drawn on your account to pay a person, business or organisation that you nominate to us.

We may refuse to complete a corporate cheque withdrawal at our discretion.

You can cancel the cheque if it has been lost or stolen by contacting us.

Fees may apply.

28. Recurring payment arrangements

You can make a Recurring Payment arrangement between you as a cardholder, and a service provider, to allow regular payments from your card number (as opposed to BSB and account number).

All changes or cancellations to this arrangement must be completed with the service provider as soon as possible prior to the next payment. Changes include where your card number or card expiry date has changed.

Closing your card will not automatically stop any further recurring payment arrangements being attempted.

29. Direct debit arrangements

If your account allows, you can set up a direct debit which is an automatic transaction that transfers money from your account to another using your BSB and account number. This is an arrangement which you agree to with a service provider and we complete on your behalf.

We will accept all direct debits on the account, provided the amount does not exceed your available balance.

We are not liable for any loss from not acting as requested under this authority.

Fees may apply.

Cancelling your direct debit

You can request us to cancel a direct debit on your behalf. We will block the previously used details of the service provider to prevent future amounts being debited by the same service provider.

This is not always a guarantee to stop all payments in the future and is best that you also try to cancel the direct debit with the service provider.

30. Periodical/scheduled payment arrangements

If your account allows, you can request us to complete a periodical/scheduled payment from your account on your behalf. This is a regular payment from your account to another account.

We will process all payments on the account provided the amount does not exceed your available balance or daily transaction limits. Periodical/scheduled payments includes but not limited to, future dated or recurring BPAY payments.

All changes or cancellations of these payments must occur prior to the next payment due date.

We are not liable for any loss from not acting as requested under this authority.

Fees may apply.

31. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) Act 2006 obligations

We must follow the AML/CTF requirements when we identify you, to report certain transaction types, and ensure we identify any money laundering or terrorism financing.

So that we can meet these requirements we may:

- » ask you to provide identification or any information as requested by us to provide you with a product or service, and if we do not receive this we may choose to decline your request;
- » ask you to re-identify yourself by updating the identification details we hold for you;
- » ask you that you are acting on your own behalf in entering into any product or service provided by us, unless you have told us otherwise;
- » share some or all of this information with third parties;
- » delay, block, freeze or refuse a request if we believe that processing the request may breach a law in Australia or any other country; and
- » not be liable to you if we delay, block, freeze or refuse to process a request if we believe it will breach any laws.

32. Financial difficulty

You should always contact us promptly if you are in financial difficulty and are repaying a loan or have an overdraft with us. We can work with you to find an appropriate solution no matter how hard your situation seems.

33. Financial abuse

Financial abuse is a serious form of domestic and family violence that occurs when an abuser uses money and resources to gain power, and to control their partner or family member. Financial abuse can be extremely emotional and traumatic.

If you or someone you know is suffering financial abuse, you can contact us for a confidential conversation on what options are available to you. Alternatively search Extra Care on mystate.com.au for further information.

MyState has a zero tolerance for financial abuse by a MyState customer.

34. Complaints and feedback

We take your feedback seriously and aim to provide simple, easy to use and trustworthy services to our customers.

We see your complaint or feedback as an opportunity to improve the way we do things.

How can I lodge a complaint?

You can advise us of your complaint or provide feedback by:

- » using the online form at mystate.com.au;
- » emailing us at mycomplaint@mystate.com.au;
- » calling us – 138 001 (between 8:00am and 6:00pm Monday to Friday and 9:00am to 1:00pm on Saturdays, except on public holidays);
- » visiting your local branch; or
- » writing to us at Complaints & Feedback, GPO Box 1274, Hobart Tasmania 7001.

What should my complaint include?

So that we can resolve your complaint as quickly as possible, it is important that you provide us with as much information as possible. This includes details such as:

- » your customer number, name and details of preferred contact method;
- » complaint or feedback information – what is your complaint or feedback about and when did it happen; and
- » resolution – how would you like the matter resolved.

What are the options available if I need more help?

Our team can assist you with Translator Interpreter Services (TIS) if you speak limited English, or to use the National Relay Service if you have difficulties with hearing.

You may wish to contact a financial counsellor for free, independent advice about your situation. The National Debt Helpline website (ndh.org.au) has easy to use, step-by-step guides on how to tackle debts. You can also call the National Debt Helpline on 1800 007 007 to talk to a financial counsellor.

What are the response timeframes?

We will try our best to resolve the complaint for you straight away, and in most cases we can.

If we can't we will:

- » acknowledge that we've received your complaint within 24 hours or one business day;
- » keep you up to date on our investigation and progress;
- » provide you with final resolution within 30 days - if not, we will inform you of the reasons for delay and when we expect to resolve; and
- » if your complaint relates to credit involving default notices or financial hardship, we will provide you with a final resolution within 21 days.

What if my complaint isn't resolved to my satisfaction?

If you're not satisfied with the outcome provided to you, the first step is to request the complaint be escalated to a manager of the department you've been speaking with.

In the event you are not satisfied with the Manager's response, you have a few more options as outlined below.

Senior Manager Review

You can request for your complaint to be escalated to a Senior Manager who will review your complaint outcome.

Senior Manager Review
Phone: 138 001

Email: mycomplaint@mystate.com.au addressed to the Senior Manager
Post: Senior Manager Complaint Review, GPO Box 1274, Hobart TAS 7001

Customer Advocate

You can request for your complaint to be escalated to our Customer Advocate. The Customer Advocate while not independent, is impartial and focuses on achieving a fair outcome for our customers. Our Customer Advocate will review your complaint outcome to make sure that your complaint was handled fairly.

Customer Advocate Review

Phone: 138 001
Email: customeradvocate@mystate.com.au
Post: Customer Advocate, GPO Box 1274, Hobart TAS 7001

Please allow us the opportunity to resolve your complaint through our internal complaint management process, as detailed above, prior to escalating through any other channels.

External Review

MyState Bank is a member of the Australian Financial Complaints Authority (AFCA).

AFCA is an external dispute resolution body that deal with complaints regarding the financial services industry. It is a good practice to go via the internal complaint resolution processes, prior to escalating a complaint with AFCA.

Australian Financial Complaints Authority

Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678
Post: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Privacy or Consumer Data Right Complaints

If your complaint is about how we handle your personal information, you can also contact the Office of the Australian Information Commissioner.

Office of the Australian Information Commissioner (OAIC)

Online: www.oaic.gov.au
Phone: 1300 363 992
Post: OAIC - CDR Complaints, GPO Box 5218, Sydney NSW 2001

35. Privacy

We are bound by the Australian Privacy Principles under the *Privacy Act 1988 (Cth)* and the privacy and confidentiality of your personal information is important to us.

Our Privacy Policy outlines how we deal with your personal information, including the purpose for which we collect, hold, use and disclose your personal information, as well as our legal obligations and rights as to that information.

36. Consumer Data Right

The Consumer Data Right (CDR) is a law introduced by the Australian Government to provide customers, either as an individual or organisation, with the right to:

- » Request access to CDR data relating to your banking products and services;
- » Provide the ability to share CDR data we hold with other

accredited financial institutions; and

- » Correct your CDR data.

There are two types of providers in the Consumer Data Right:

- » Accredited Data Recipients – they have the ability to gain your consent to collect and use your CDR data.
- » Data Holders – when authorised are able to share your data with an accredited data recipient.

MyState Bank is a Data Holder, meaning we will share your data with Accredited Data Recipients as authorised by you.

In relation to the banking sector, the Consumer Data Right is referred to as 'Open Banking'.

Our CDR policy can be found on our website.

37. ePayments Code

The ePayments Code regulates electronic payments, including, but not limited to, ATM, EFTPOS, debit card transactions, online payments, online banking and some elements of BPAY.

The ePayments Code is administered by the Australian Securities and Investments Commission (ASIC). Information on the ePayments Code is available at www.asic.gov.au. We confirm that we will comply with the ePayments Code where that code applies.

38. Financial Claims Scheme

The Financial Claims Scheme (FCS) is an Australian Government scheme that provides protection to deposits in banks, building societies and credit unions in the unlikely event that one of these financial institutions fails.

Under the FCS, deposits are protected up to a limit of \$250,000 for each account holder at each bank, building society and credit union that is incorporated in Australia and authorised by Australian Prudential Regulation Authority (APRA). The FCS is activated by the Australian Government, and administered by APRA.

The FCS applies to deposits held with us in transaction, savings and term deposit accounts.

For more information visit the FCS website - www.fcs.gov.au.

39. Banking Code of Practice

The Australian Banking Association's Banking Code of Practice (Banking Code) adopted by us, sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals. The relevant provisions of the Banking Code apply to the products and services covered by these Terms and Conditions. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

If the Code imposes an obligation on us that is in addition to obligations applying under a relevant law, then we will comply with the Code unless doing so would lead us to breach the law, or a relevant regulatory obligation or guidance.

We will do all things necessary to ensure that banking services provided by us under the Code are provided efficiently, honestly and fairly. This is the same standard of behaviour that applies to us where applicable under section 912A(1)(a) of the Corporations Act and section 47(1)(a) of the NCCP Act.

When you carry out an electronic transaction (for example, a transaction using online banking), we will comply with ASIC's ePayments Code.

You can view a copy of the Banking Code on our website or ask for a printed copy to be provided to you over the phone or in a branch.

Electronic Banking Terms and Conditions

Introduction

This section details the terms and conditions which apply to your account when you use any of our electronic services. These services include, but not limited to:

- » Online banking - internet banking/mobile app;
- » Transactions using your Visa Debit Card or digital wallet.

It also covers services that are offered via these channels, but not limited to:

- » BPAY;
- » Osko;
- » PayID;
- » Periodical/scheduled payment arrangements.

They also cover the transactions which you are liable for in the event that a loss occurs.

By using any of these services you accept these terms and conditions.

1. Online Banking (Internet Banking and Mobile App.)

Online banking includes our Internet banking and Mobile App.

Online banking is available to customers who have a mobile telephone number and your account requires one to sign.

Some of the services within our online banking require a text message security code to be entered to complete the transaction.

Online Banking

The following is available but not limited to:

- » account balance;
- » transaction history;
- » statements
- » transfer money between internal accounts;
- » pay someone (transfer money to external accounts)
- » BPAY
- » redraw money from your loan to an account with us
- » update your payment limits
- » personalised insights
- » card management
- » setup and manage your PayIDs
- » update personal details
- » view and manage your data sharing arrangements
- » securely message us

Business Internet Banking (No longer offered to new customers effective 19 December 2022).

The following is available through our Business Internet Banking, but not limited to:

- » account balance;
- » transaction history;
- » eStatements;
- » BPAY;
- » transfer money;
- » card management;
- » set up PayID;
- » redraw money from your loan to an account with us;
- » securely message us;
- » manage delegated users; and
- » two to sign account functionality.

How to register for our online banking

Call our Customer Care team or visit a MyState Bank branch.

Inappropriate use of online banking

You must not enter references in online banking payments that, in our opinion, include language which is:

- » Inappropriate or insulting language;
- » Defamatory or otherwise unlawful; and/or
- » Harassing, abusive, intimidating or threatening, including any threats of physical violence or mental harm, to any other person.

If, in our opinion, you do not comply with this clause, we may suspend or terminate your use of online banking without giving you notice.

2. Visa Debit Card or digital wallet

If your account allows, you may link a Visa Debit Card to a digital wallet. You must read and accept the Digital Wallet Terms of Use prior to transaction on your digital wallet.

Digital wallet payments include, but are not limited to:

- » Apple Pay;
- » Samsung Pay;
- » Google Pay; and
- » Garmin Pay.

3. Security of your details

It is important that you keep any details to access your account via our electronic services safe and secure at all times.

We recommend that your access details do not relate to:

- » your name;
- » date of birth;
- » phone number;
- » names of friends or family; and
- » your customer number.

To keep your details safe do not:

- » write them down;
- » allow anyone to see you enter them; and
- » store biometrics of anyone else (e.g. fingerprint and

face) on your device.

We recommend you change your details at least every six months, or anytime you suspect your passcode or your device has been compromised, for example change your passcode if you think your computer has a virus, your mobile has been used by someone else or you are concerned that you may have been a victim of a scam.

If you suspect someone is aware of your details to access your account, advise us as soon as possible. If you do not tell us, your possible loss from unauthorised transactions may increase.

4. Liability

This section applies to unauthorised transactions made by someone without your consent.

When you are not liable for loss

You will not be liable for loss in the following situations:

- » fraud or negligence by one of our employees, agent, third party involved in networking arrangements or a merchant;
- » card forgery, information that should be kept secure, faulty, expired or cancelled;
- » a transaction that occurred before you received your card;
- » a transaction being debited from your account more than once in error;
- » unauthorised transaction after we have been advised that your security has been breached.

You will not be liable for loss arising from a transaction where it is clear that you have not contributed to the loss.

• When you are liable for loss

Where we can prove that you contributed to the loss through fraud or breach of the security of your details your account you may be liable for the loss.

You will be liable:

- » in full for the actual losses that occur before the loss, theft or misuse of security is reported to us;
- » for losses arising from unauthorised transaction that occur because you contributed by leaving your card in an ATM; and
- » where we can prove that you contributed to the losses by:
 - » delaying the reporting to us of misuse, loss or theft; or
 - » breaching the security of your details.

You will not be liable for the portions of losses:

- » incurred on any one day that exceeds any applicable daily transaction limit; or
- » incurred in any period that exceeds any applicable periodic transaction limit;
- » that exceeds the balance on the service, including any pre-arranged credit.

Other situation – limited liability

There are situations where you are liable for the loss but not the full amount. You may be held liable for the least of:

- » \$150; or
- » the balance of the account, including any pre-arranged credit, from which the money was transferred; or
- » the actual loss at the time that we are notified that

security of your account has been breached (lost, stolen or used without permission) excluding the amount of loss which exceeds any relevant daily transaction limits.

5. Mistaken payments

A mistaken payment is a payment made through our online banking these include:

- » a 'Pay Someone' via online banking – use of wrong details including PayID; and
- » BPAY – incorrect details.

We cannot guarantee the return of mistaken payments, and will process requests on a best endeavours basis. It may not be possible to recover money from an unintended recipient.

Identified a mistaken payment

- » Where you identify that a mistaken payment has occurred, you must report this to us as soon as possible, either via phone, secure message through online banking or at your nearest branch.
- » We will investigate whether or not a mistaken payment has occurred. We may require you to provide documentary evidence or information in support of your mistaken payment claim.
- » Where a mistaken payment claim is valid, we will lodge a request for the return of the money from the receiving financial institution or organisation.
- » We will provide you with a written notice that sets out the results of the investigation into your mistaken payment report within 30 days of the date of you reporting the mistaken payment.
- » Recovered money will only be credited to your account upon return from the receiving financial institution/ organisation.

Received a mistaken payment

- » Where we receive notification of a mistaken payment into your account, we reserve the right to place a freeze on the disputed money without notice to you.
- » On receiving a request for return of a mistaken payment, we will investigate whether a mistake has occurred.
- » During our investigation, we may request you to provide evidence of your right to keep the money. The fact that your account has been credited does not prove that you are entitled to keep the money.
- » If the money is disputed within 10 days of the transaction, and we are satisfied that a mistaken payment has occurred, where sufficient money is available we will return the money to the sending party.
- » If the money is disputed between 10 days and 7 months of the transaction, we will notify you that we will withdraw the money and return it to the sender unless you can prove your right to the money within 10 business days of our notification of the mistaken payment to you. Failure to prove this will result in the money being returned.
- » If the disputed transaction is reported more than 7 months after the date of the transaction, we will seek your consent to return the money to the sending party.
- » Where we and the sending party are satisfied that a mistaken payment has occurred and there is insufficient money available to return the full value of the mistaken payment, we will use reasonable endeavours to retrieve the money from you, including but not limited to arranging a repayment plan.

- » Where the unintended recipient of a mistaken internet payment is receiving income support payments from Centrelink and insufficient money is available to return the money to the sending party in full, the Code of Operation for Centrelink Direct Credit Payment will apply.

6. System malfunction

We will make every effort to have our services available to you 24 hours a day, 7 days a week but there may be times where they are partially or fully interrupted due to circumstances outside our control.

We will not be liable to you for any loss caused by the services not working as they should if you were aware, or should have been aware, that the services were unavailable for use or were not working as they should.

We will take reasonable steps to correct the errors in your account and to refund any fees which would not have been charged to you if the system was working as it should.

It is your responsibility to use other methods of access if for any reason you are unable to use our services.

7. BPAY

We are a member of BPAY, but if this changes we will advise you. BPAY is an easy way to pay your bills 24 hours a day, 7 days a week via our online banking.

Bills which you can pay using BPAY display the BPAY symbol and include a Biller code and a reference number to complete the payment. We will attempt to make requested payments promptly.

Definitions

- » Banking Business Day – means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;
- » BPAY Pty Ltd – means BPAY Pty Limited; ABN 69 079 137 518; PO Box 1083 North Sydney NSW 2059; Phone (02) 9922 3511;
- » CUSCAL – means Cuscal Limited;
- » Cut Off Time – means the time your payment instructions must be received by us in order for these instructions to be processed that day by BPAY.

Security breaches

You must tell us promptly if:

- » your online banking has been accessed by someone other than yourself;
- » you become aware of any delays or mistakes in processing your BPAY Payment;
- » you did not authorise a BPAY Payment that has been made from your Account; or
- » you think that you have been fraudulently persuaded to make a BPAY Payment.

Using BPAY

You acknowledge that we are not required to process a BPAY Payment if you do not give us all the information needed or if any of the information you give us is inaccurate.

We will debit the amount of each BPAY Payment and any applicable fees to your account from which the relevant BPAY Payment is made.

If you instruct us to make any BPAY Payment, but close

your account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.

You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to use BPAY.

You acknowledge that the receipt by a Biller of a mistaken payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

Processing of BPAY payments

Once a BPAY Payment request has been made using valid details, it is irreversible except for future-dated/scheduled payments.

You should notify us immediately if you think that you have made a mistake when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your account.

A BPAY Payment is treated as received by the Biller to whom it is sent:

- » on the date you request us to make it, if we receive your request by the Cut Off Time on a Banking Business Day; or
- » on the next Banking Business Day after you request us to make it.

A delay may occur processing a BPAY Payment if:

- » there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
- » you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day; or
- » a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

If we are advised that your payment cannot be processed by a Biller, we will:

- » advise you of this;
- » credit your Account with the amount of the BPAY Payment; and
- » take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:

- » the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
- » the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.

Future-dated/recurring payments

You may arrange BPAY Payments in advance of the time for payment. If you use this option you should be aware that:

- » you are responsible for maintaining enough money to cover all future-dated or recurring BPAY Payments (and any other debits) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose;
- » if there is insufficient money, the BPAY Payment will not be made and you may be charged a dishonour fee;

- » you are responsible for checking your account to make sure the future-dated or recurring payment is made correctly;
- » you should contact us if there are any questions or problems with your future-dated or recurring BPAY payment; and
- » if you wish to delete a future-dated or recurring payment you must do so prior to the due date. You cannot stop the BPAY Payment on or after that date.

BPAY transaction limits

We may limit the amount of BPAY Payments you may make on any one day.

If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly.

Standard transaction limits are outlined in Section 21 General Banking Terms and Conditions.

Refusing BPAY payment directions

You acknowledge and agree that:

- » we may refuse, for any reason, to complete a BPAY payment you request us made via BPAY; and
- » we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

Reversals and chargebacks

No chargebacks or reversals will be provided through the BPAY scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller including where the merchant may have failed to deliver the goods and services to you.

Consequential damage

If this sub-clause is inconsistent with any applicable law or code or practice, then it will only apply to the extent that it is not inconsistent.

If you act fraudulently or negligently or if you do not meet your obligations under the BPAY Terms and Conditions then you agree that you indemnify us against any financial loss including for any action taken against us.

If you notice an unauthorised transaction on your account, then you should provide us with written consent addressed to the biller permitting us to obtain information. If you don't provide this, then the Biller may not be permitted under law to disclose it.

Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code.

If we fail to observe these procedures or the requirements of the ePayments Code when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

Changes to terms and conditions

We may change these BPAY Terms and Conditions and BPAY fees and charges from time to time.

Refer to Section Notices and Statements and Section Changes to Fees and Charges, Interest Rates and Terms and Conditions.

BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including

without prior or full notice to you) then we have the right to change these Terms and Conditions accordingly.

Cancellation of BPAY access

You may cancel your access to BPAY only by cancelling your access to online banking. You may cancel your access at any time by contacting us.

We may immediately suspend your access to BPAY at any time for security reasons or if you breach these Terms and Conditions or the Terms and Conditions of your account.

We may cancel your access to BPAY for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellation.

Your access to BPAY will be terminated when:

- » we notify you that your online banking has been cancelled; or
- » you close the last of your accounts with us which has BPAY access.

Privacy

We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments.

If you register to use BPAY we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:

- » Billers nominated by you;
- » BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
- » CUSCAL.

If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment.

Miscellaneous

These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the Terms and Conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms applicable to any of your Accounts or Access Methods these BPAY Terms and Conditions will prevail.

When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with us.

8. Osko

We subscribe to Osko under the BPAY Scheme. We offer the Service 1 Payment which allows you to make and receive Osko payments in near real time. We offer Osko payments through online banking if your product type allows. Osko can be used to transfer to and receive money from other PayID and Osko enabled accounts within Australia.

We will tell you if, for any reason, 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.

How to use Osko

When you request an Osko Payment you must tell us the PayID or the BSB and account number your payment is to

be directed to, the amount to be paid and the account from which the amount is to be paid.

You acknowledge that we are not required to complete an Osko payment if you do not give us all the information required or if any of the information you give us is inaccurate.

We will debit the value of each Osko payment and any applicable fees to the account from which the Osko payment is made.

If you request us to make any Osko payment, but close the account to be debited before the Osko payment is processed, you will remain liable for any dishonour fees incurred in respect of that Osko payment.

You acknowledge that third party organisations (such as other financial institutions) may impose additional restrictions on your access to and use of Osko.

You acknowledge that the receipt by a payee of a mistaken or incorrect payment does not mean that under any circumstances part or whole satisfaction of any underlying debt owed between you and that payee.

Transaction limits

We may limit the value of Osko payments you can make on any one day. These limits may be different from limits that apply to other payment types.

Standard transaction limits are outlined in Section 21 General Banking Terms and Conditions.

PayID

Making and Receiving Osko Payments using PayID

- » When you direct an Osko payment or payment request to a PayID connected to a joint account, other account holders may be able to see the messages and notifications associated with the payment or payment request;
- » Similarly, depending on the settings you choose for your PayID, other account holders may be able to see messages and notifications associated with payments and payment requests addressed to your PayID;
- » When initiating a transaction, you might direct the transaction to an incorrect account if you get a PayID wrong. To avoid this, 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 a transaction;
- » Where we and the sending financial institution determine that an Osko payment made to your account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your account an amount equal to that Mistaken Payment or Misdirected Payment. We will notify you if this occurs.

Privacy

In order to provide you with the services under Osko, we may need to disclose and retain certain information relating to PayIDs you use. For example we may retain information relating to PayIDs you provide us in order to facilitate scheduled payments.

Our Privacy Policy outlines how we deal with your personal information, including the purpose for which we collect, hold, use and disclose your personal information, as well as our legal obligations and rights as to that information.

Eligibility requirements

To make or receive an Osko payment you must have an eligible account and an active online banking service with two factor authentication enabled with us.

How Service 1 Payment works

An Osko payment instruction is irreversible except for future-dated payments.

You should notify us immediately if you think that you have made a mistake when making an Osko payment or if you did not authorise an Osko payment that has been made from your account.

An Osko payment is treated as received by the person to whom it is sent on the date you request it, however the Osko payment may take longer to be credited to a person if another participant in Osko does not process an Osko payment as soon as they receive it.

If we are advised that your payment cannot be processed we will:

- » advise you of this;
- » credit your account with the amount of the Osko payment; and
- » take all reasonable steps to assist you in making the Osko payment as quickly as possible.

You must be careful to make sure you tell us the correct amount you wish to pay. If you make an Osko payment and later discover that:

- » the amount you paid was greater than the amount you needed to pay, you must contact the payee to obtain a refund of the excess; or
- » the amount you paid was less than the amount you needed to pay, you can make another Osko payment for the difference between the amount you actually paid and the amount you needed to pay.

Future-dated/recurring payments

You may arrange Osko payments in advance of the time for payment. If you use this option you should be aware that:

- » you are responsible for maintaining sufficient money to cover all future-dated or recurring Osko payments (and any other debits) on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose;
- » if there is insufficient cleared money the Osko payment will not be made and you may be charged a dishonour fee;
- » you are responsible for checking your account to make sure the future-dated or recurring payment is made correctly;
- » you should call us if there are any questions or problems with your future-dated or recurring Osko payment;
- » if you wish to delete a future-dated or recurring payment you must do so prior to the due date. You cannot stop the Osko payment on or after that date.

Payment Directions

You must give us the information required when you send us a payment direction. We will then debit the account you specify with the amount of that Osko payment on the date requested;

Subject to applicable laws, including where applicable the ePayments Code, we will treat your request to make an Osko payment as valid if you provide us with the following information:

- » the amount of the Osko payment; and

- » if you elect:
 - » not to use PayID, the details of the persons account(s) to be credited with the amount of the Osko payment; or
 - » if you elect to use PayID, the persons PayID.

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 processed.

Fees and charges

You agree to pay any fees and charges determined by us for using the Osko service.

Payment disputes and investigations

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.

Mistaken Osko Payments

Our approach is outlined in the Section Mistaken Payments.

Notifications

Unless there is a dispute or investigation regarding an Osko payment, we will inform you by a transaction listing available in online banking when:

- » we confirm and validate each payment request you give us;
- » a Transaction you have initiated:
 - » is successfully completed; or
 - » fails for any reason; and
 - » an Osko payment has been deposited into your account;
 - » You may also, at any time, access a record of all transactions which you have been involved with via a transaction listing or eStatement in online banking.

Suspension and termination

Termination for convenience by you

- » You may elect not to use Osko by selecting an alternative payment method in Internet or Mobile Banking, for example BPAY or a regular transfer.

Suspensions and terminations for your default

- » We may suspend or terminate your participation in Osko if:
 - » we suspect that you, or someone acting on your behalf, is being fraudulent;
 - » we suspect that you are using Osko in a manner that will or is likely to affect our ability to continue providing Osko to you or our other customers;
 - » you breach an obligation under these term and where we request you remedy the breach within 20 Business Days, you don't do so;
 - » you breach any obligation under these terms and conditions which is incapable of remedy; and
 - » you suffer an insolvency event.

Other suspension or termination events

- » We may immediately terminate and/or suspend your participation in Osko by notifying you:
 - » if our membership to the Scheme or our subscription to Osko is suspended, ceases or is cancelled; and

- » for any reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellations.

Consequences of termination

- » Termination or suspension of your right to use Osko does not:
- » prejudice any claims either party may have against the other in respect of any then existing breaches of these terms and conditions; or
- » otherwise affect the rights or remedies of either party.

Notices/miscellaneous

These terms and conditions determine your Osko access to any of your accounts with us. Each transaction on an account is also governed by the terms and conditions of that account. These terms and conditions should be read in conjunction with the terms and conditions applicable to your account and access method. To the extent of any inconsistency between these Osko terms and conditions and the terms applicable to any of your accounts or access methods these Osko terms and conditions will prevail.

9. PayID

Definitions

- » Misdirected Payment - means an NPP Payment incorrectly credited to your account because of an error on our part in relation to the recording of PayID information in the PayID service;
- » NPP - means the New Payments Platform seen as Osko;
- » NPP Payments - means payments cleared and settled via the NPP;
- » Organisation ID - means an identifier for a customer that is a business customer or organisation, constructed as <business name> and/or<description of business/campaign/product>and/or<geographic location/state>;
- » PayID - means your proxy (by PayID <Type>) that you choose to use to receive NPP Payments;
- » PayID Name - means the name we give you or the name selected by you (with our approval) to identify you in the PayID service;
- » PayID service - means the smart payment addressing service for sending and receiving NPP Payments;
- » PayID <Type> - means the type of proxy you select for your BSB and account number, which may be your mobile number, email address, Australian Company Number or Australian Business Number.

Making and Receiving NPP Payments using PayID

PayID is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of a BSB and Account number. We enable most – but not all – PayID <Types> to be used to create PayIDs.

Before you can use your PayID to receive NPP Payments to your account, you have to satisfy us that you either own or have the authority to use your chosen PayID and you have to have an eligible account.

Whether you choose to create a PayID for your account or not, you and each User you have authorised to operate your account, may use a payee's PayID to make particular types of NPP Payments to them from your account provided that:

- » we and the payee's financial institution support the particular NPP Payment service; and

- » the payee's account is eligible to receive the particular NPP Payment.

Choosing a PayID and PayID Name

You can review the full list of PayID <Types> we support at mystate.com.au We may update this list from time to time.

You may create a PayID as long as it is a supported PayID <Type>. Some PayID <Types>, for example Australian Business Numbers (ABN) and Australian Company Numbers (ACN), are restricted to business customers and organisations. Only eligible customers will be able to register a PayID that is a restricted PayID <Type>.

You must satisfy us that you own or have the authority to use your chosen PayID before you can use it to receive NPP 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 banking 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 NPP Payments to you. At the same time you create your PayID, we will either:

- » issue you a PayID Name; or
- » enable you to select your own PayID Name, such as your business name.

We will not permit selection of a PayID Name that we consider could mislead or deceive a payer into sending you NPP Payments intended for another payee.

Creating your PayID

You can create a personal PayID for receiving NPP Payments at mystate.com.au. You can create a business PayID (eg. ACN or ABN) for receiving NPP Payments at one of our branches. We will not create a PayID for you without your prior consent.

You may choose to activate one or more PayIDs for your account. You may, for example, activate a mobile telephone number and an email address as PayIDs for receiving NPP Payments to your account.

If your account is a joint account, you and each other joint account holder can create a unique PayID for the account.

Once a PayID is created and associated in the PayID service with your account, it may not be used in relation to any other account with us or with any other financial institution. See clause 5 for details on transferring PayIDs.

The PayID service does not support duplicate PayIDs. You can contact us to discuss duplicate PayIDs however we cannot disclose the details of duplicate PayIDs.

Transferring your PayID to another account

You can transfer your personal PayID to another account with us, or to an account with another financial institution at mystate.com.au. To transfer a business PayID (ACN or ABN) please visit a branch.

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 completed by that institution. Until the transfer is completed, NPP 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. You can try to transfer your PayID at any time.

A locked PayID cannot be transferred.

Transferring your PayID from another Financial Institution to your account.

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 the other financial institution.

Closing a PayID

To close your PayID, go to mystate.com.au. To close a business PayID (ACN or ABN) please visit a branch.

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

Locking and Unlocking a PayID

We monitor PayID use to manage fraud. You acknowledge and consent to us locking your PayID if we reasonably suspect use of your PayID to procure NPP Payments fraudulently.

Request to unlock a locked PayID may be made by calling us.

NPP payments

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

Where we and the sending financial institution determine that an NPP Payment made to your account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your account an amount equal to that Mistaken Payment or Misdirected Payment. We will notify you if this occurs.

Privacy

By creating your PayID you acknowledge that you consent to our recording of your PayID and Account details in the PayID service to enable payers to make NPP Payments to you, and to the extent that such recording and use constitutes a disclosure and use of personal information within the meaning of the Privacy Law, consent to that disclosure and use.

Our *Privacy Policy* outlines how we deal with your personal information, including the purpose for which we collect, hold, use and disclose your personal information, as well as our legal obligations and rights as to that information.

10. PayTo

Definitions

- » Account - means your account with us.
- » Direct Debit has the meaning given to the term "Direct Debit Request" in the BECS Procedures available at <https://www.auspaynet.com.au/resources/direct-entry>
- » Mandate Management Service (PayTo database) - means the central, secure database operated by NPP Australia Limited of Payment Agreements.
- » Migrated DDR Mandates has the meaning given in clause 10.17.
- » Merchant - means a merchant with which you have established, or would like to establish, a Payment Agreement.
- » NPP - means the New Payments Platform operated by NPP Australia Limited.
- » NPP Payments - means electronic payments cleared and settled by participating financial institutions via the NPP.

- » Payment Agreement - means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your Account.
- » Payment Initiator - means an approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your Account.
- » PayTo - means the service which enables us to process NPP Payments from your Account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.
- » We, us and our means MyState Bank.
- » You and your means the Account holder whether that be an individual, a group of 2 or more individuals that are joint holders of the relevant Account, or a business organisation, that is our customer at the time that the Payment Agreement is established.

Creating a Payment Agreement

- 10.1 The PayTo service allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer the PayTo service as a payment option.
- 10.2 If you elect to establish a Payment Agreement with a Merchant or Payment Initiator that offers PayTo payment services, you will be required to provide that Merchant or Payment Initiator with personal information including BSB/Account number or PayID. You are responsible for ensuring the correctness of the Account number or PayID you provide for the purpose of establishing a Payment Agreement. Any personal information or data you provide to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
- 10.3 Payment Agreements must be recorded in the PayTo database in order for NPP Payments to be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each Payment Agreement to their financial institution or payments processor for inclusion in the PayTo database. The PayTo database will notify us of the creation of any Payment Agreement established using your Account or PayID details. We will deliver a notification of the creation of the Payment Agreement to you and provide details of the Merchant or Payment Initiator named in the Payment Agreement, and the description of the Payment Agreement (if these are provided) to seek your authorisation of the Payment Agreement. You may authorise or decline any Payment Agreement presented for your approval. If authorised, we will record your authorisation against the record of the Payment Agreement in the PayTo database and the Payment Agreement will then be deemed to be effective. If you decline, we will note that against the record of the Payment Agreement in the PayTo database.
- 10.4 We will process payment instructions in connection with a Payment Agreement, received from the Merchant's or Payment Initiator's financial institution, only if you have authorised the associated Payment Agreement. Payment instructions may be submitted

to us for processing immediately after you have authorised the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you authorise them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you have authorised.

- 10.5 If a Payment Agreement requires your authorisation within a timeframe stipulated by the Merchant or Payment Initiator, and you do not provide authorisation within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.
- 10.6 If you believe the payment amount or frequency or other detail presented is incorrect, you may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.

Amending a Payment Agreement

- 10.7 Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.
- 10.8 We will send you notification/s of proposed amendments to the payment terms of the Payment Agreement requested by the Merchant or Payment Initiator. Such amendments may include variation of the payment amount, where that is specified in the Payment Agreement as a fixed amount, or payment frequency. The PayTo database will notify us of the amendment request. We will deliver a notification of the proposed amendment to you for your approval. You may authorise or decline any amendment request presented for your approval. If you authorise, we will record the authorisation against the record of the Payment Agreement in the PayTo database and the amendment will then be deemed to be effective. If you decline, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.
- 10.9 Amendment requests which are not authorised or declined within 5 calendar days of being sent to you, will expire. If you do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.
- 10.10 If you decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.
- 10.11 Once an amendment request has been authorised by you, we will promptly update the PayTo database with this information.

- 10.12 Once a Payment Agreement has been established, you may only amend your account details. Account details may only be replaced with the BSB and account number of, or a PayID linked to, an eligible account you hold with us. We may decline to act on your instruction to amend your Payment Agreement if we are not reasonably satisfied that your request is legitimate.

You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

Pausing your Payment Agreement

- 10.13 You may instruct us to pause and resume your Payment Agreement in internet banking, the mobile app, or by contacting us on 138 001. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the PayTo database. The PayTo database will notify the Merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.

- 10.14 Merchants and Payment Initiators may pause and resume their Payment Agreements. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the Merchant or Payment Initiator.

Cancelling your Payment Agreement

- 10.15 You may instruct us to cancel a Payment Agreement on your behalf in internet banking, the mobile app, or by contacting us on 138 001. We will act on your instruction promptly by updating the record of the Payment Agreement in the PayTo database. The PayTo database will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation. You will be liable for any loss that you suffer as a result of the cancellation of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.

- 10.16 Merchants and Payment Initiators may cancel Payment Agreements. We will not be liable to you or any other person for loss incurred as a result of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

Migration of Direct Debit Arrangement

- 10.17 Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers, may establish Payment Agreements for these, as Migrated DDR (Direct Debit) Mandates, in order to process payments under those arrangements via the NPP rather than the Bulk Electronic Clearing System (BECS). If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you may be notified by them that future payments will be processed from your Account under PayTo service. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to authorise or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

10.18 You may amend, pause (and resume), cancel or transfer (when available) your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, by logging into internet banking, the mobile app, or by contacting us on 138 001.

General

Your responsibilities

10.19 You must carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.

10.20 You must notify us immediately if you no longer hold the Account from which a payment/s under a Payment Agreement or Migrated DDR Mandate have been/will be made.

10.21 You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.

10.22 You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR Mandate by you which is in breach of any agreement that you have with that Merchant or Payment Initiator.

10.23 You are responsible for ensuring that you have sufficient funds in your Account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates.

10.24 If you receive a Payment Agreement creation request or become aware of payments being processed from your Account that you are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us promptly by calling 138 001.

10.25 From time to time you may receive a notification from us via internet banking, the mobile app, email or sms requiring you to confirm that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You must promptly respond to any such notification. Failure to respond may result in us pausing the Payment Agreement/s or Migrated DDR Mandate/s.

10.26 In using the facilities that we provide in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates you are

responsible for ensuring that:

- (i) all data you provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate and up to date and permitted to be disclosed;
- (ii) you do not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person; and
- (iii) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.

10.27 Where an intellectual property infringement claim is made against you, we will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:

- (i) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement.

10.28 You must comply with all applicable laws in connection with your use of PayTo.

Our responsibilities

10.29 We will accurately reflect all information provided to us in connection with a Payment Agreement or a Migrated DDR Mandate in the PayTo database.

10.30 We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreement or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action to pause or cancel your Payment Agreement.

10.31 If you become aware of a payment being made from your Account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible by calling 138 001 and submit a claim. We will not be liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

10.32 We accept no responsibility where we make a payment authorised by the terms of your Payment Agreement or Migrated DDR Mandate or we otherwise comply with your instruction. You should ensure the Payment Agreement or Migrated DDR Mandate are accurate before providing a payment instruction and that you comply with the terms of the agreement between you and the relevant Merchant or Payment Initiator, at all times.

Privacy

10.33 By authorising a Payment Agreement and/or permitting the creation of a Migrated DDR Mandate against your Account with us, you acknowledge that you authorise us to collect, use and store your name and Account details (amongst other information)

and the details of your Payment Agreement/s and Migrated DDR Mandates in the PayTo database, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your Account.

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