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# General Information Terms and Conditions

For Transaction, Savings and Term Deposit  
Accounts and Access Facilities

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Issued Date  
5 February 2025

Issued by  
QPCU Limited T/A  
QBANK ABN 79 087 651 036  
AFSL/ Australian Credit Licence 241413

# How to contact us

**Visiting Us:** QBANK  
Level 1, 231 North Quay  
Brisbane Qld 4000

**Mail:** QBANK  
PO Box 13003  
George Street Qld 4003

**Phone:** 13 77 28

**International:** +61 7 3008 4444

**Email:** info@qbank.com.au

**Website:** qbank.com.au

**Operating Hours:** 8:45am to 4:30pm (AEST),  
Monday to Friday

## To report the loss, theft or unauthorised use of your Visa card

### In Australia

- Between 8:45 am and 4:30 pm (AEST) Monday to Friday, call us on 13 77 28.
- Outside the above hours, call 1800 621 199.
- Please note: you must contact QBANK on 13 77 28 during business hours to order a new Visa Debit Card if you have cancelled using the Visa Lost and Stolen card service.

### Overseas

- If you lose the card outside Australia you can place a collect call from anywhere in the world, anytime, to Visa's Global Customer Assistance Services on +1 303 967 1090.
- Please note: you must contact QBANK on +61 7 3008 4444 during business hours to order a new Visa Debit Card if you have cancelled your card.

To report the loss of any other access facility, or any other unauthorised transaction, contact us as set out above in How to Contact Us

### Customer Owned Banking Code of Practice

We warrant that we will comply with the 2022 Customer Owned Banking Code of Practice. Please see the section 8 *About the Customer Owned Banking Code of Practice* for more detail.

### ePayments Code

We warrant that we will comply with the ePayments Code.

### How our general information terms and conditions become binding on you

**Please note that by opening an account or using an access facility that is referred to in this booklet you become bound by these terms and conditions.**

### Accessing copies of the General Information Terms and Conditions

You can view and download our current General Information Terms and Conditions from our website at [www.qbank.com.au](http://www.qbank.com.au), or contact us for a copy.

### Financial Claims Scheme

The Financial Claims Scheme (FCS) protects depositors through the provision of a guarantee on deposits (up to the cap) held in authorised deposit-taking institutions (ADIs) incorporated in Australia and allows quick access to their deposits if an ADI becomes insolvent.

QPCU Limited t/a QBANK is an ADI. Depositors with QBANK may be entitled to receive a payment from the FCS, subject to a limit per depositor. For further information visit the FCS website at [www.fcs.gov.au](http://www.fcs.gov.au)

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# 1. Introduction

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## 1.1 Acceptance of Terms & Conditions

Your use of a QBANK product or facility set out in these terms and conditions will be taken as your acceptance of these General Information Terms and Conditions together with QBANK's *Schedule of Fees and Charges, Deposit Rates Schedule and Visa Debit Conditions of Use*. If you don't agree with these terms and conditions, please do not use the product or facility and contact us immediately.

## 1.2 Meaning of words used

In this booklet the following words have the following meanings, unless otherwise provided:

**"access method"** means a method we authorise you to use to instruct us through electronic equipment to debit or credit an account.

**"ancillary equipment"** means any equipment required by us that you will need to use the QBANK Internet Banking service.

**"authorised person"** and **"authorised signatory"** means a person to whom you have given an Authority to Operate.

**"Authority To Operate" (ATO)** means an authority you give to another person to operate on your account/s.

**"BPAY"** means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY via an electronic banking service.

**"BPAY payment"** means a payment transacted using BPAY.

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

**"business day"** means a day other than a Saturday or a Sunday or a public holiday in Brisbane.

**"closed"** in relation to a PayID, means a PayID which is removed from the PayID service, and unable to be used for NPP Payments.

**"communication network"** means the communication network(s) through which we make electronic banking services available to you from time to time.

**"electronic banking service"** means any service we offer from time to time through a communication network to enable you to receive information from us and transmit instructions to us electronically concerning your accounts with us and other matters as we may specify from time to time.

**"electronic equipment"** includes a terminal, computer, telephone and any equipment as specified by us that you will require to use an electronic banking service.

**"exchange control"** means the restrictions on foreign exchange imposed by the central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non- cash payment system.

**"external account"** means the account held at another financial institution to which you authorise us to arrange for funds to be credited.

**"linked account"** means an account you have which you may obtain access to by use of the Visa Debit Card. As it relates to the NPP, "linked account" means the account to which you have linked a PayID for the purposes of receiving payments via the NPP.

**"locked"** in relation to a PayID, means a PayID which we have temporarily disabled in the PayID service.

**"misdirected payment"** means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

**"mistaken payment"** means an NPP Payment, made by a payer who is a "user" for the purposes of the ePayments Code, which is erroneously credited to the wrong account because of the payer's error.

**"non ePayment transaction"** is any transaction which is processed without you using your PIN.

**"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.

**"payee"** means the person or entity to whom a credit is made.

**"PayID"** means the identifier 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 to payers when your PayID is used to make an NPP Payment.

**“PayID service”** means the central payment addressing service which is available for addressing NPP Payments.

**“PayID Type”** means the type of identifier you select for receiving NPP Payments.

**“Periodical Payment Authority”** is the form requesting and authorising QBANK to make payment of a specified identical amount from your nominated account to the same payee nominated by you at regular intervals.

**“Periodical Payment”** is a payment made by QBANK pursuant to a Periodical Payment Authority.

**“Personal Information”** has the same meaning as in the Privacy Law.

**“PIN”** means the secret personal identification number relating to a Visa Debit Card.

**“Privacy Law”** refers to the Privacy Act 1988 (Privacy Act).

**“QBANK Internet Banking”** means a service we offer from time to time through the Internet to enable you to receive information from us and to transmit instructions to us electronically to make payments and transfer funds or other matters we specify.

**“QBANK Internet Banking Password”** means the password used in conjunction with the Member number to access QBANK Internet Banking.

**“Passcode”** means any of the various secret identification security codes used from time to time to access QBANK services.

**“SMS OTC”** means a password that is valid for only one login session or transaction and that is used for what is known as ‘two factor authentication’.

**“the Member”** means the account holder and, if more than one, means each of the Members jointly and severally.

**“we”, “us”, “our”, “ours”** and **“QBANK”** means QPCU Limited trading as QBANK.

**“website”** means our website at [www.qbank.com.au](http://www.qbank.com.au). To access our online banking on our website using your computer, simply go to [www.qbank.com.au](http://www.qbank.com.au) and click the “Internet Banking” link.

**“you”, “your”** and **“yours”** means the Member.

### 1.3 What is the General Information Terms & Conditions booklet?

This General Information Terms and Conditions booklet, together with QBANK’s *Schedule of Fees and Charges, Deposit Rates Schedule and Visa Debit Conditions of Use*, sets out the terms and conditions applying to QBANK’s access facilities and transaction, savings and term deposit accounts.

This document contains general information that applies to accounts and access methods, and includes the *Electronic Access and ePayments Conditions of Use* that apply to transactions made using electronic transaction facilities and information about the *Customer Owned Banking Code of Practice*. It also contains terms and conditions that apply to specific types of accounts and access facilities.

Please refer to *Table 1. Overview of QBANK Savings Accounts* for available transaction, savings and term deposit account types, the conditions applying to each account type and the access facilities attaching to these account types. Access facilities include:

- Visa Debit Card and Visa PayWave
- QBANK corporate cheques
- BPAY® and BPAY View® (registered to BPAY Pty Ltd ABN 69 079 137 518)
- Internet Banking
- Mobile banking
- SMS banking
- EFTPOS and ATM access
- Direct debit requests
- Periodic payments
- Direct credits
- Bank@Post
- PayID
- OSKO Payments
- PayTo
- Digital Wallets

## 2. Membership & accounts

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### 2.1 How do I open an account?

You will need to become a Member of QBANK before we can provide account and access facilities to you. To become a Member, you will need to meet our Membership eligibility criteria and complete a Membership application. At QBANK's discretion non-shareholding Members may be eligible to apply for term deposit accounts.

### 2.2 Verification of identity

The law requires us to verify your identity before opening an account for you. We are also required to verify the identity of any person you appoint as a signatory to your account.

You will need to prove your identity by producing to us one or more of the following photo identity documents:

- photo driver's licence issued by a State or Territory or foreign government
- photo ID card issued by a State or Territory
- current Australian passport (or Australian passport expired within 2 years)

We may also, in our discretion, require you to produce additional or alternative documents to verify your identity. We may also require a photo of you holding an acceptable photo identity document.

If a document is not in English, then it must be accompanied by an English translation prepared by an accredited translator.

If you do not have photo ID, please contact us to discuss what other forms of identification may be acceptable.

If you open a Membership and account using our online account opening facility, you will not be able to transfer or withdraw funds from the account until additional identification documents are provided to us.

If we cannot verify your identity, or the identity of any signatory on your account, to our satisfaction, we may decline your application for a Membership and/or account.

Providing false or misleading information and documentation about your identity is an offence under the AML/CTF laws and is a breach of these terms and conditions.

### 2.3 Verifying your identity & information after your account is opened

While holding an account with us, we may need to reconfirm your details, request further or additional information and/or re-verify your identity to meet our obligations under any applicable law or regulation, such as (but not limited to) AML/CTF laws, Foreign Account Tax Compliance Act, or the foreign tax residency Common Reporting Standards. You agree to provide us with any information or documents that we reasonably require within the timeframe we specify when making the request.

We may, acting reasonably, restrict, freeze or close any or all of your accounts and/or terminate your Membership if you:

- fail to provide us with any additional information we reasonably request regarding your identification information, documentation, payments or transactions; and/or
- provide us with false or misleading identification information, or information relating to payments or transactions.

### 2.4 What accounts can I open?

If you open a Membership and account using our online account opening facility, you will be issued with an Everyday Plus Account. You can then open other accounts as needed. Please first check *Table 1. Overview of QBANK Savings Accounts* for the different account types available, any special conditions for opening, and the features of each account type.

Information is also available on our website or by contacting us. For information on interest rates and how interest is calculated on any of these accounts, please refer to QBANK's current *Deposit Rates Schedule* or contact us.

### 2.5 Disclosing your tax file number (TFN)

When you apply for Membership, we will ask you whether you want to disclose your TFN or advise of exemption. If you disclose your TFN to us, we will note your TFN against any account you open.

You do not have to disclose your TFN to us. If you choose not to disclose your TFN we will deduct withholding tax from interest paid on the account at the highest marginal tax rate at the time and remit the withheld amount to the Australian Taxation Office.

For a joint account, each holder must quote their TFN and/or exemptions, otherwise withholding tax applies to all interest earned on the joint account.

Businesses need only quote their ABN instead of a TFN.

## 2.6 Non-resident withholding tax & common reporting standard

We may be required by law to deduct non-resident withholding tax from any interest earned by account holders whose normal place of residence is outside Australia and who are classified as non-residents for taxation purposes. You are required to notify us of any changes to your non-resident status. If you are a tax resident of any other country, we may ask you to provide your Tax Identification Number (TIN) issued in that country. You can find out more about withholding tax and the thresholds that apply at [www.ato.gov.au](http://www.ato.gov.au).

In accordance with the Common Reporting Standard, we are required to collect and report to the Australian Taxation Office all financial account information relating to customers who are residents, for tax purposes, of another country.

## 2.7 Joint accounts

A joint account is an account held by two or more persons. The important legal consequences of holding a joint account are:

- the right of survivorship – when one joint holder dies, the surviving joint holders automatically take the deceased joint holder's interest in the account (but for business accounts different rules may apply – see Note below); and
- joint and several liability – if the account is overdrawn, each joint holder is individually liable for the full amount owing, as well as jointly liable.

You can choose to operate a joint account on an 'all to sign' or 'either/or to sign' basis:

- 'all to sign' meaning all joint holders must sign withdrawal forms, cheques etc and authorise closure of the account; or
- 'either/or to sign' meaning any one joint holder can sign withdrawal slips, cheques etc and authorise payments, transfers and the closure of the account.
- All joint account holders must consent to the joint account being operated on an 'either/or to sign' basis.

If the account is a joint account, we require all joint account holders to authorise an authorised person.

However, irrespective of the joint account operating instructions, any one joint holder can instruct us to:

- change the account operation to joint operation by all joint holders only; or
- suspend the account to allow the joint holders time to reach agreement about dispersal of the account funds,
- in which case these instructions will remain in effect until all joint holders agree otherwise.

We may also change the account operation to 'all to sign', if we become aware of a dispute between the joint holders, or of the bankruptcy of any joint holder.

If there is more than one account holder, we allocate one QBANK Internet Banking Password per Member number. You must not tell anyone what your individual passcode and/or password is.

*Note: The right of survivorship does not automatically apply to joint business accounts, such as partnerships. A partner's interest in a business joint account would normally be dealt with in accordance with a partnership agreement, the law applying to partnerships, or the law applying to deceased estates.*

If you are operating a business partnership joint account, you should obtain your own independent legal advice to ensure your wishes are carried out.

## 2.8 Other accounts you can open

At our discretion, you can open other accounts in the name of a trust, company or association. If an account is opened in any of these entity types, we will require additional documents to meet our Anti-Money Laundering and Counter Terrorism Financing obligations. If the account is opened as a trust:

- we will need to obtain information from you about the trust and its beneficiaries
- we are not taken to be aware of the terms of the trust
- we do not have to verify that any transactions you carry out on the account are authorised by the trust

## 2.9 Third party access (authority to operate 'ATO')

You can authorise another person to operate on your accounts (this does not include term deposits or lending products). However, we will need to verify this person's identity before they can operate on your account.

You can specify which of your accounts you give the authorised person authority to operate on. An authorised person is able to use the account as outlined in the 'Authority to Operate' Application Form, including by using a card and transactions that may incur fees. You will be bound by their actions and liable for transactions conducted by them. You consent to us giving an authorised person information about your account. **You should ensure that any person you authorise to operate on your account is a person you trust.**

Some limitations may apply to the actions that can be carried out by an authorised person – contact us for further information or refer to the 'Authority to Operate' application.

You may revoke the authorised person's authority at any time by contacting us.

## 2.10 Deposit accounts

### 2.10.1 Junior Saver Account, Teen On Call Account and Teen NetLink Direct Account

A Member of QBANK who is under 18 years of age is classified as a junior Member. If the junior Member is aged 0-12 years, the parent(s)/ guardian(s) can open a Junior Saver Account under their (the parent(s) / guardian(s)) Membership.

A junior Member aged 13-17 years is eligible to have a Teen On Call Account as their primary transaction account and one Teen NetLink Direct Savings Account. Once a member turns 18 they will no longer be eligible for a Teen On Call Account and this account will convert to an Everyday Plus Account. They will also be no longer eligible for a Teen NetLink Direct Savings Account and this account will convert to a NetLink Direct Savings Account.

When opening a Teen On Call Account a Member share must be acquired.

### 2.10.2 Mortgage Offset Account (S16 Offset Account is no longer available)

#### Interest:

Your Mortgage Offset Account earns no interest.

#### Fees:

No fees or charges apply to the Mortgage Offset Account itself, unless it is overdrawn. However, transfers to the Mortgage Offset Account from the linked account, or from the Mortgage Offset Account to the linked account, may result in fees or charges being imposed on the linked account. If the Mortgage Offset Account becomes overdrawn, fees are applicable. Details of all fees and charges are set out in our *Schedule of Fees and Charges* which is available by visiting [www.qbank.com.au](http://www.qbank.com.au) or by contacting us.

You can only open a Mortgage Offset Account if you have a Classic Plus Home Loan, and you link it to the home loan account. If the Classic Plus Home Loan account is closed, we will close the Mortgage Offset Account.

### 2.10.3 NetLink Direct Savings Account, Teen NetLink Direct Savings Account and Bonus Saver Account

#### To Operate:

To operate your NetLink Direct Savings Account, Teen NetLink Direct Savings Account, Bonus Saver Account, or any other QBANK Savings Account using QBANK Internet Banking, you must use:

- the Membership number we give you; and
- the QBANK Internet Banking Password you choose.

Please note that only one Bonus Saver account and one Teen NetLink Direct account can be opened per Membership.

#### Transactions:

Transactions can only be undertaken on the NetLink Direct Savings Account and Teen NetLink Direct Savings Account via QBANK's Internet Banking or the App. QBANK staff will not perform any transactions on the account.

### 2.10.4 Term Deposit Accounts

#### Account opening:

We reserve the right to not provide a Term Deposit Account.

You may alter the instructions on a Term Deposit Account by phoning us or by providing your instructions in writing.

#### Term Deposit interest payments:



Fortnightly, monthly and annual interest payments will not be compounded.

**Withdrawal restrictions and notification period:**

Your term deposit is subject to a minimum 31-day early withdrawal notice period. QBANK may delay the redemption of your term deposit by up to 31 days from the day that QBANK receives your request, or until the maturity date, whichever is sooner.

Subject to the preceding paragraph, you may give us written notice of your intention to withdraw either all or part of the balance of a Term Deposit Account before the end of its term, provided that a partial withdrawal will only be agreed to if the remaining balance is equal to, or above, the minimum balance for that type of Term Deposit Account. Partial redemption is at the discretion of QBANK.

Early redemption interest reductions apply and are set out in our *Schedule of Fees and Charges*.

We will deduct from the balance of the account the amount of any interest paid or credited which exceeds the interest payable on early withdrawal. This may mean that the value of your principal amount is reduced.

**Interest rate:**

The interest rate on a Term Deposit Account will not change during the term of the deposit, unless agreed between you and us. If we quote you an interest rate for a Term Deposit Account, the rate you receive may differ if the deposit is not made on the same day. Refer to QBANK's *Deposit Rates Schedule* for current savings and investment interest rates available from our website [www.qbank.com.au](http://www.qbank.com.au) or by phoning us.

**Interest calculation:**

Interest is calculated on daily balances.

**Confirmation letters:**

QBANK will issue a confirmation letter to all Term Deposit Account holders on the establishment and renewal of Term Deposit Accounts.

**Maturity of Term Deposit Account:**

Information to the effect that an investment is maturing and detailing re-investment options will be forwarded to you at least seven days prior to the maturity date.

On receipt of your response to the maturity advice, the principal and interest will be disbursed in accordance with your instructions on the maturity date.

If no instructions are given before the maturity date, the funds will be reinvested for the same (or nearest comparable) term at the interest rate applicable at that time. You will then have a grace period of 10 days, starting from the maturity date, to withdraw the funds, without incurring a fee or a reduction in the return generated for you.

**Account closure:**

We may close your Term Deposit Account should the balance of that deposit fall below minimum balance requirements.

We may close any of your Term Deposit Accounts even though the account may have a credit balance if at the same time we close your Membership. We will give you reasonable notice before doing so and will repay any credit balance and accrued interest.

## 3. Fees, charges & interest

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### 3.1 What fees & charges are payable?

Please refer to the *Schedule of Fees and Charges* for current fees and charges. This schedule is available on our website or by contacting us. We may vary fees or charges from time to time, and if applicable, we will provide you with notice in accordance with these General Information Terms and Conditions. Accounts may be subject to a fee hierarchy with fees and charges debited, for certain accounts, from the first available account under the Membership. Contact us during our business hours for more information regarding the fee hierarchy.

We are authorised to debit your account from time to time for the amount of our fees and charges and for all applicable government taxes, duties or charges.

## 3.2 What interest can I earn on my account?

Our *Deposit Rates Schedule* provides information about our current deposit and savings interest rates. This Schedule is available on our website or by contacting us. We may vary deposit or savings interest rates from time to time on all deposit accounts. Interest rates on fixed term deposit accounts will not change until maturity.

If you close an account on which interest is payable, we will pay interest up to but not including the day we close the account.

Daily deposit interest rates are calculated using 365 days in a year. Our *Deposit Rates Schedule* discloses how we calculate and credit interest to your account.

## 3.3 What are the taxation consequences?

Interest earned on an account is income and may be subject to income tax.

# 4. Deposits & withdrawal

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## 4.1 Making deposits to the account

You can make deposits to the account:

- by cash or cheque at our branches;
- by direct credit e.g., from your employer for wages or salary;
- by transfer from another account with us;
- by transfer from another financial institution; or
- via Australia Post Bank@Post using your QBANK card and PIN, unless otherwise indicated in *Table 1. Overview of QBANK Savings Accounts*.

Note that we do not check the account name matches the BSB and account number when making a deposit. Incorrect account information will result in funds being paid to the wrong account and may lead to the loss of funds.

## 4.2 Deposits using electronic equipment

We are responsible for a deposit into a facility received by our electronic equipment or a device, from the time you complete the deposit, subject to verification of the amount or amounts deposited.

If there is a discrepancy between the amount recorded as being deposited by the electronic equipment and the amount recorded by us as being received, we will contact you as soon as practicable about the difference.

Note that electronic deposits may not be processed on the same day.

## 4.3 Payment field descriptions

You agree that you will not transmit or share any content via any payment method, such as text in payment field descriptions (including OSKO and pay anyone payments), when making or requesting payments using a QBANK account that in our opinion:

- includes inappropriate, crude or insulting language;
- is defamatory or otherwise unlawful; and/or
- promotes or is, harassing, abusive, intimidating or threatening, including but not limited to any threats of physical or mental harm, to any person.

If we are of the reasonable opinion that you have not complied with this section, we may refuse to process a payment or payment request and we may suspend your use of online banking facilities, and/or freeze your account(s) without notice. If persistent non-compliance of this section occurs, we may close your account/s and terminate your Membership by providing you notice in accordance with our Constitution.

## 4.4 Depositing cheques drawn on Australian banks

You can only access the proceeds of a cheque when it has cleared. Clearance generally takes 3 business days (or if the cheque deposit is via Bank@Post – 5 business days). We encourage Members to use electronic payment methods if you are seeking faster access to cleared funds.

## 4.5 Withdrawing or transferring from the account

You can make or authorise withdrawals or transfers from an account:

- over the counter at any of our branches;
- by direct debit;
- by cheque, if your account is linked to a cheque book;
- via Internet Banking;
- via BPAY® to make a payment to a biller;
- by PayTo;
- via selected EFTPOS terminals, if your account is linked to an access card (note that merchants may impose restrictions on withdrawing cash);
- via Bank@Post if you have a QBANK card and PIN,

unless otherwise indicated in *Table 1. Overview of QBANK Savings Accounts*. We will require acceptable proof of your identity before processing withdrawals in person or acceptable proof of your authorisation for other types of withdrawal transactions.

Note that we do not check the account name matches the BSB and account number when making a transfer from your account and incorrect account information will result in funds being paid to the wrong account and may lead to the loss of funds.

## 4.6 Debiting transactions generally

We will debit transactions received on any one day in the order we determine in our absolute discretion. Transactions will not necessarily be processed to your account on the same day. You will not earn interest on the amount you wish to transfer from the day you ask us to make the transfer.

We have the right to decline to accept your authorisation for any transaction if we are uncertain for any reason of the authenticity or validity of the authorisation or your legal capacity to give the authorisation. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of us reasonably exercising these rights.

If you close your account before a transaction debit is processed, you will remain liable for any dishonour fees incurred in respect of that transaction.

## 4.7 Over the counter withdrawals

Generally, you can make over-the-counter withdrawals in cash or by purchasing a corporate cheque. Please see:

- *Table 1. Overview of QBANK Savings Accounts* for any restrictions on withdrawals applying to certain accounts; and
- the *Schedule of Fees and Charges* for any applicable fees for large cash or cheque withdrawals.

Please note that large cash withdrawals may require a minimum 24-hour notice period. We may restrict at any time at our discretion the amount which you can withdraw in cash over the counter at any of our branch locations for security reasons.

## 4.8 Transaction limits

We limit the amount of daily withdrawals or payments you may make using electronic methods, either generally or in relation to a particular facility. Refer to *Table 1. Overview of QBANK Savings Accounts* for further information, or contact us.

Please note that merchants, billers or other financial institutions may impose additional restrictions on the amount of funds that you can withdraw, pay or transfer.

We may also require you to apply for new electronic banking daily limits if you change any passcode. We may require you to provide proof of identity that satisfies us. We may reduce electronic banking daily limits to zero for security reasons. We may also reduce or remove electronic banking daily limits if we have removed SMS OTC authentication functionality from your account.

## 4.9 Overdrawing an account

You must keep sufficient cleared funds in your account to cover your cheque, direct debit and electronic transactions (including PayTo payments). If you do not, we can dishonour the transaction and charge dishonour fees: see the *Schedule of Fees and Charges* brochure.

Alternatively, we may honour the transaction and overdraw your account. If we do, we may charge you:

- interest at our current overdraft rate, calculated on the daily closing balance, or
- a fee for each day (or part of a day) your account is overdrawn: see the *Schedule of Fees and Charges* brochure.

You must repay any overdrawn amount immediately by depositing funds in your account.

'Cleared funds' means the proceeds of:

- cheque deposits to your account (once the cheque is cleared);
- cash deposits; and/or
- direct credits.

#### **4.10 Sweep facility**

QBANK can assist in setting automatic transfer(s) between accounts held by the same account holder(s) to honour a payment when an account may have insufficient funds. You can request a sweep facility by contacting us.

## **5. Administration**

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### **5.1 Account statements**

We will send you account statements at least every 6 months on deposit accounts. If you do not perform a transaction during the statement period, a statement will not be issued. You can ask us for an account statement at any time. We may charge a reasonable fee for providing additional statements or copies: see the *Schedule of Fees and Charges* brochure.

We can also provide your statements electronically via Internet Banking. Please ask us about this facility or register via Internet Banking.

We recommend that you check your account statement as soon as you receive it. Immediately notify us of any unauthorised transactions or errors. Please refer to *How to Contact Us* for our contact details.

If you are a joint account holder, you agree that a single copy of any account statement provided is to be sent addressed to the first-named account holder, unless you provide us with specific instructions to the contrary.

### **5.2 How we send notices & statements**

Subject to any applicable requirements of the law, we may provide you with notices and statements:

- by email, to your email address recorded in our records or to an email address you nominate
- via the online banking platform;
- by post, to your address recorded in our records or to a mailing address you nominate; or
- by advertisement in the media.

We may, instead of sending you a notice or statement, make it available via our online banking platform or website for you to retrieve. In that case, we will notify you via email or other electronic means, when information is available for you to retrieve.

You can change your notice and statement delivery method at any time. We may charge a reasonable fee for providing paper statements or notices: see the *Schedule of Fees and Charges* brochure.

### **5.3 Copies of documents, statements & other information**

At your request we will provide copies of any account statement or notice previously issued by us to you (other than such documents that we are no longer legally required to retain). Such copies will be provided to you within 14 days, if they relate to a document less than one year old, or within 30 days if they relate to a document issued between one and seven years prior to the date of the request.

Fees and charges applicable to such requests are available on our website in our *Schedule of Fees and Charges*, or by contacting us.

## 5.4 What happens if I change my name or address?

If you change your name, address or other contact details (including your email address or mobile phone number) you must notify us immediately. If you change your name, you will need to notify us by completing the appropriate form. We will also require you to provide satisfactory evidence of your change of name. You can receive guidance on this by contacting us.

## 5.5 Dormant/inactive accounts

If no transactions are carried out on any of your accounts for at least 12 months (other than transactions initiated by QBANK, such as crediting interest or debiting fees and charges), we may contact you asking if you want to keep your accounts open. If you do not reply within 10 business days of the date of our notice to you, we will treat your accounts as dormant/inactive.

Once your accounts become dormant/inactive, we may:

- charge a dormancy fee
- stop paying interest or reduce the amount of interest
- stop sending account statements
- credit the Member shares to the savings account
- close accounts with a nil balance
- close the Membership.

If your account remains dormant for 7 years, we have a legal obligation to remit balances exceeding \$500 to the Australian Securities and Investment Commission (ASIC) as unclaimed money.

## 5.6 Account combination

If you have more than one account with us, we may apply a deposit balance in any account to any other deposit account in the same name which is overdrawn.

When you cease to be a customer, we may combine all your accounts (whether deposit or loan accounts) you have with us provided the accounts are all in the same name.

We will not combine accounts if to do so would breach the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans Affairs' payments and any successor Code (both when enforcing indebtedness owed to us and, to the extent the law permits, when facilitating enforcement by a third party judgment creditor).

We will give you written notice promptly after exercising any right to combine your accounts.

## 5.7 Closing & restricting an account

We may defer closure and withhold sufficient funds to cover payment of outstanding transactions and fees, if applicable.

You may close your account provided that you have discharged all your obligations under the terms and conditions applying to it and paid out any debit account balance. We may require that you put your request in writing.

We may close your account at any time at our discretion. Unless there are exceptional circumstances (e.g. fraud or security reasons), we will give you at least 14 days advance notice before closing your account. Where the account has a credit balance, we will take reasonable steps to pay the balance to you unless we reasonably believe that our legal or regulatory obligations prevent us from doing so.

We may restrict access to your account, without providing advance notice but only if we reasonably believe it to be necessary, for fraud or security reasons, if we suspect that it is being accessed inappropriately, or if you breach the terms and conditions applying to the account. We will give you notice as soon as practicable after doing so.

We may, acting reasonably, delay, restrict, freeze or refuse to open any or all accounts or refuse any request, payment or transaction at any time if we:

- reasonably believe that failing to do so may cause us to contravene any applicable law or regulation; and/or
- have reasonable grounds to believe you induced us to open the account by fraud.

You acknowledge that we will not be liable to you if we take any of the above actions.

We will act fairly and reasonably towards you when taking such action without prior notice.

## 5.8 Notifying changes

We may change fees, charges, interest rates and other terms and conditions at any time. We will act reasonably in making these changes and only do so for legitimate business purposes. If you do not like the change, you can ask us to close any account or cancel any access facility, in accordance with these General Information Terms and Conditions: see Closing and Restricting an Account in this booklet. The following table sets out when we will notify you of any change.

| TYPE OF CHANGE   | NOTICE                            |
|--|-----------------------------------|
| Increasing any fee or charge   | 20 days                           |
| Adding a new fee or charge   | 20 days                           |
| Reducing the number of fee-free transactions permitted on an account   | 20 days                           |
| Changing the minimum balance to which an account keeping fee applies   | 20 days                           |
| Changing the method by which interest is calculated  | 20 days                           |
| Changing the circumstances when interest is credited or debited on your account  | 20 days                           |
| Changing deposit interest rates  | When we next communicate with you |
| Increasing your liability for losses relating to ePayments (see the ePayments Conditions of Use Section 7 for a list of ePayments) | 20 days                           |
| Imposing, removing or changing any periodic transaction limit  | 20 days                           |

For all other changes, we will provide reasonable notice (which, depending on the nature of the change, may be before or after the change is made). If we reasonably consider that such a change is unfavourable to you, we will provide at least 20 days' notice. However, we may give shorter, or no, advance notice of a change unfavourable to you if it is reasonable for us to manage a material and immediate risk.

We may use various methods, and combinations of methods, to notify you of any changes, such as, but not limited to:

- notification by electronic communication
- notification on our website
- notification on or with your next statement of account
- notification by letter or other direct communication
- notification on or with the next newsletter
- advertisements in the local or national media.

However, we will always select a method or methods we reasonably consider appropriate to the nature and extent of the change, as well as taking into account the cost and effectiveness of the method of notification.

We will always provide notice in accordance with any applicable law or industry code (such as the Customer Owned Banking Code of Practice)

If there is a change to, or introduction of a government charge that you directly or indirectly pay as part of your banking service, we will tell you about this reasonably promptly after the government notifies us, unless the government itself publicises the introduction or change.

## 5.9 Complaints & dispute resolution

We have a dispute resolution system to deal with any complaints you may have in relation to your accounts or access facilities or transactions on your account. Our Complaints Policy requires us to deal with any complaint in a fair, equitable and timely manner.

If you want to make a complaint, you can do so by email, via our website, phone, in-person or in writing. Our staff will deal with your complaint under our Complaints Policy, which will include advising you about the process and the timetable for handling your complaint. There is a guide to our complaint handling and dispute resolution process available to you on our website, or upon request, which provides further information.

If you are not satisfied with our response to your complaint, you may submit a complaint to our external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

### **Australian Financial Complaints Authority**

If you are not satisfied with our response, or handling of your complaint, you may refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent external resolution service. You can contact AFCA at:

Postal Address: Australian Financial Complaints Authority Limited  
GPO Box 3  
Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678

## **6. Facilities**

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### **6.1 BPAY View**

**6.1.1 You need to register in order to use BPAY View. Call QBANK or visit [www.qbank.com.au](http://www.qbank.com.au) to find out how to register for BPAY View using QBANK Internet Banking.**

**6.1.2 If you register with BPAY View, you:**

- a) agree to us disclosing to Billers nominated by you:
  - your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
  - that an event in clause 6.1.3 (b), (c), (d), (e) or (f) has occurred;
- b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement;
- c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause, we are the agent for each Biller nominated by you under (a) above.

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

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

**6.1.4 You agree that when using BPAY View:**

- a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you;
- when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and



- at the email address nominated by you;
- b) if you receive notification on our website without an email then that bill or statement is received by you;
- when a notification is posted on our website, whether or not you choose to access our website; and
- at our website;
- c) bills and statements delivered to you remain accessible through our website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- d) you will contact the Biller direct if you have any queries in relation to bills or statements.

**6.1.5 You should:**

- a) check your emails or our website regularly;
- b) tell us if your contact details (including email address) change;
- c) tell us if you are unable to access your email or our website or a link to a bill or statement for any reason; and
- d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).

**6.1.6 If as a result of an act or omission by you or any user or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View, a bill or statement is:**

- a) not delivered to you on time or at all (other than because you failed to view an available bill);
- b) delivered to the wrong person;
- c) delivered with incorrect details; or
- d) delivered to you after you have unsuccessfully attempted to deregister from using BPAY View, as soon as you become aware of the error you must contact the applicable Biller to advise it of the error and if applicable obtain a correct paper bill or statement. You are also responsible for any charges or interest which are payable to the Biller due to any late payment as a consequence of such error.

**6.1.7 Except as expressly provided for in these terms and conditions, we accept no responsibility to arrange for or ensure that any Biller with whom you register to receive bills and statements using BPAY View actually makes those bills or statements available to you. If you fail to receive bills and statements from a Biller, or the bill or statement is not available to be viewed using BPAY View you must contact the applicable Biller to obtain a paper bill or statement.**

**6.1.8 We reserve the right, acting reasonably, to:**

- a) suspend or cancel use of BPAY View entirely or in relation to a particular Biller;
- b) suspend or cancel your registration to use BPAY View without notice to you although where possible we will use reasonable endeavours to notify you of such suspension or cancellation.

**6.1.9 Changes to Terms:**

- a) We can change the terms set out in clause 6.1 at any time.
- b) We will tell you about any changes using the methods outlined in the 'Notifying Changes' section in this booklet.

**6.1.10 Suspension:**

- a) We may suspend your right to participate in the BPAY Scheme at any time.
- b) The circumstances in which we may suspend your right to participate are:
  - if you did not authorise a BPAY payment that has been made from your QBANK account; or
  - if a payer or someone acting on their behalf is suspected of being fraudulent.

**6.1.11 Account records:**

You should check your account records carefully and promptly report to us as soon as you become aware of any BPAY payments that you think are errors or are BPAY payments that you did not authorise, or you think were made by someone else without your permission.



### 6.1.12 Consequential damage:

This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### 6.1.13 Privacy:

Additionally, if you register to use the BPAY Scheme, you:

- a) agree to our disclosing to Billers nominated by you and if necessary, the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
  - such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for use of the BPAY Scheme;
  - such of your transactional information as is necessary to process your BPAY payments and your use of BPAY View. Your BPAY payments information will be disclosed by BPAY Pty Ltd, through its agent, to the biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller; and
  - that an event in clause 6.1.3 (b), (c), (d), (e) or (f) has occurred.

You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme, as necessary.

By contacting the relevant body, you can request access to your information held by us, BPAY Pty Ltd or its agent which is Cardlink Services Limited (ABN:60 003 311 644), Level 4, 3 Rider Boulevard Rhodes NSW 2138, Phone: 1300 132 054.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY payment or use of BPAY View.

## 6.2 Direct Credits

You may instruct us as to which account/s you wish a Direct Credit to be credited. If you do not instruct us to credit any particular account/s, QBANK shall credit the first available Account nominated by us.

As QBANK is not advised when a Direct Credit arrangement has been established or discontinued by a Member with a third party (e.g. a paymaster) (the "third party payer"), QBANK will credit the amount contained in an electronic file received from another financial institution which requests QBANK to credit funds to you in accordance with any instructions in that electronic file.

The Member number provided is taken by QBANK as being correct. The account name will not be used in validation of the transfer of funds.

QBANK accepts no responsibility for the date the electronic file is received and in turn the date the Direct Credit is made to your account. Direct Credits are not processed by QBANK on weekends or public holidays.

A request to cancel a Direct Credit arrangement must be provided to the third party payer. QBANK is not able to cancel a Direct Credit arrangement pursuant to a request from a Member.

As a Direct Credit is established by a Member directly with a third party, the third party may also set its terms and conditions for the Direct Credit arrangement with you which will not be found in this booklet.

If you have agreed for QBANK to facilitate a Direct Debit from an account held with another institution to credit a QBANK account, such as a loan account, QBANK may reverse the credited amount if we, for any reason whatsoever, do not receive the value of the Direct Debit request.

Confirmation of Direct Credit transactions on your account will appear in the periodic statements on your account. Please check your statements to ensure that any Direct Credit transactions are authorised by you and accurately recorded.

### 6.3 Direct Debits

One way you can authorise a participating service provider to debit amounts from your eligible account using the BSB and account number, as and when you owe those amounts to the service provider, is a direct debit. The service provider will supply you with a Direct Debit Request (DDR) Service Agreement for you to complete and sign to provide them with this authority.

To cancel a direct debit transaction, you can contact either the service provider or us. If you contact us, we will take action within 1 business day to cancel the facility. If the service provider continues to send through direct debit transactions, you may incur a dishonour fee when we return the transactions as unpaid to the service provider. We suggest that you also contact the service provider to cancel the DDR Service Agreement.

We will promptly investigate if you inform us that a direct debit was not authorised or is otherwise irregular. We suggest that you also contact the biller. However, we are not liable to compensate you for a service provider's error.

If you set up a recurring payment using a Visa Debit Card, please contact us about unauthorised or irregular debits. To cancel a recurring payment on your Visa Debit Card you will need to contact the service provider or merchant directly.

We can cancel your direct debit facility, in our absolute discretion, if 3 consecutive direct debit instructions are dishonoured. If we do this, billers will not be able to initiate a direct debit from your account under their DDR Service Agreement. Under the terms of their DDR Service Agreement, the biller may charge you a fee for each dishonour of their direct debit request.

You may instruct us as to which eligible account/s you wish a Direct Debit to be debited: *see Table 1. Overview of QBANK Savings Accounts*. A Direct Debit cannot be established from a NetLink Direct Savings Account, Teen NetLink Direct Savings Account, Junior Saver Account, Bonus Saver Account, Christmas Club Account, or loan account.

Only the Member number, not the account name, is used as validation in the transfer of funds.

QBANK accepts no responsibility for the date the electronic file is received and in turn the date the debit is made on your account. Direct Debits are not processed by QBANK on weekends or public holidays.

Excess transaction fees apply to Direct Debit transactions. A dishonour fee is payable if there are insufficient funds in the account when the Direct Debit electronic file is received. If a Direct Debit is paid and this overdraws an account, an overdrawn/over limit fee applies. Please refer to the *Schedule of Fees and Charges* for more information.

As a Direct Debit is established by a Member directly with a third party, the third party may also set its terms and conditions for the Direct Debit arrangement with you which will not be found in this booklet.

Confirmation of Direct Debit transactions on your account will appear in your account statements. Please check your statements to ensure that any Direct Debit transactions are authorised by you and accurately recorded.

This section does not apply to PayTo, which provides an alternative method to pre-authorise a biller to debit amounts from your eligible account. For PayTo see Electronic Access Facilities Conditions of Use Section 24 to Section 31.

### 6.4 Recurring payments

While a direct debit is a transaction against your account details that can take several days to clear, recurring payments are payments charged against your card details and processed immediately or with next-day clearance.

Your Visa Debit Card can be used to set up recurring payments to a merchant. When using your Visa Debit Card you may purchase a good or service by authorising the merchant to debit your account by using the 16 digit Visa Debit Card number and the expiry date.

Unlike direct debits, we will not be able to cancel a recurring payment on your behalf. QBANK will be obliged to process any recurring payment request until you cancel the authority with the merchant. Once you have cancelled the recurring payment with the merchant, if you wish to dispute any related transaction, you will need to provide us with a copy of the correspondence with the merchant regarding the cancellation.

### 6.5 Periodical Payments

#### Payment:

Once a Periodical Payment Authority has been received, QBANK will endeavour to arrange for funds to be debited from your nominated account and credit the funds to the external account nominated by you on the due date for payment, in accordance with your instructions specified on the Periodical Payment Authority.

#### Insufficient funds:

If there are insufficient funds in your nominated account on the due date for payment, the Periodical Payment will not be made. However, QBANK will try to make the Periodical Payment for five consecutive business days or until the Periodical

Payment is made, whichever is earlier. QBANK accepts no responsibility to make the payment if sufficient funds are not available on the days it attempts to make the Periodic Payment.

**Fees:**

For information on the applicable fees and charges, please refer to the *Schedule of Fees and Charges*.

**Order of payments:**

If more than one Periodical Payment or other debit is due from the same account on the same day, QBANK may determine in which order the Periodical Payments or other debits will be made.

**Cancelling or changing a Periodical Payment Authority:**

You must notify QBANK in order to alter, suspend or cancel a Periodical Payment Authority. Alternatively, you can cancel or change your periodical payment using QBANK Internet Banking.

Confirmation of Periodical Payment transactions shall be included in the periodic statements on your account. Please check your statements to ensure that any Periodical Payment are authorised by you and accurately recorded.

**No responsibility to make Periodical Payments:**

Although QBANK will endeavour to make the Periodical Payments, QBANK shall not incur any liability due to any refusal or omission to make all or any of the Periodical Payments as instructed by you or due to any late or early payment of a Periodical Payment other than as a result of our own negligence, system failures, error or factors that are directly within our control.

**Periodical Payment Authority Termination:**

QBANK may, acting reasonably, terminate a Periodical Payment Authority at any time by giving you at least 20 days' notice in writing. However, we may terminate without notice if:

- a) QBANK is advised that the account to which the Periodical Payment is directed by you is closed;
- b) QBANK is advised by the payee in writing that no further payment is required; or
- c) where there have been insufficient funds on the due date for payment on five (5) consecutive occasions.

**Continuation after death/bankruptcy:**

QBANK will not be liable for any Periodical Payments made in good faith notwithstanding your death or bankruptcy or the revocation of the Periodical Payment Authority by any other means until notice of your death or bankruptcy or of such revocation is received by QBANK.

**Privacy authority:**

QBANK is authorised to provide the payee's financial institution with such information about your account as is necessary to enable your Periodical Payments to be processed.

## 6.6 Chequing

Personal cheque services are only available to existing cheque book holders.

Chequing allows you to make payments using a cheque book on your account. We will debit your account for the value of the cheques you draw in accordance with instructions received by you or your authorised signatories.

You can only access the proceeds of a cheque when it has cleared. Clearance usually takes 3 business days (or if the cheque deposit is via Bank@Post – 5 business days) for domestic cheques.

**Writing a cheque**

Crossing a cheque is instructing us to pay the cheque into an account at another financial institution. This will not prevent the cheque being transferred to another party before it is presented for payment.

Crossing a cheque is when you mark 2 lines clearly across the face of the cheque. When crossing a cheque and adding the words 'not negotiable' between the crossing you may be able to protect yourself against possible fraud or theft. The crossing can also serve as a warning to the receiving financial institution.

If you add the words 'account payee only' between these lines only the named person can collect the payment of the cheque. These words may also provide you with protection against fraud or theft.

QBANK personal cheques have the words 'or bearer' printed under the payee line. This cheque is also known as a 'bearer' cheque. By crossing out the words 'or bearer' and adding 'or order', you may again give yourself greater protection against fraud or theft.

It is your responsibility to ensure that all cheques drawn by you are properly authorised and completed. QBANK may refuse to pay (i.e. dishonour) any cheque presented for payment which is not properly authorised and completed.

## Reducing the risk of fraud

To reduce the risk of fraud you should:

- write the payee's name close to the word 'Pay';
- draw a line after the payee's name to the beginning of the printed words 'or bearer';
- start the amount in words with a capital letter as close as possible to the words 'The sum of' and do not leave blank spaces large enough for any other words to be inserted;
- add the word 'only' after the amount in words;
- draw a line from the end of the amount in words to the printed '\$';
- start the amount in numbers close after the printed '\$';
- avoid any spaces between the numbers; and
- always add a stop '.' or dash '-' to show where the dollars end and the cents begin and, if there are no cents, always write '.00' or '-00' to prevent insertion of more numbers to the dollar figure.

## Stopping payment on a cheque

If a personal cheque is lost or stolen, you can ask us to stop payment on it at any time by contacting us. You may need to complete a form of request, giving us evidence of the loss or theft of the cheque.

We cannot stop payment on a personal cheque that has been presented or if you have used the cheque to buy goods or services and you are not happy with them.

## Cheque Dishonours

If the amount of any cheque presented for payment exceeds the Available Balance in your account at the time the cheque is presented, QBANK may refuse to pay the cheque.

The Available Balance includes any funds deposited in the account and any unused overdraft or other agreed credit facility made available for the account. The Available Balance does not include deposits received but not yet cleared, nor does it include interest accrued but not yet credited, or deposits in transit.

We may also dishonour a cheque that is not drawn up clearly, has differing signatures to what is recorded on file or is stale and dated more than 15 months ago.

A dishonour fee will apply to all dishonoured cheques to cover any processing costs incurred by QBANK.

QBANK may, at our discretion, allow a cheque to be paid that results in overdrawing your account. In this case, we may charge you interest and overdrawn account fees.

Please refer to our *Schedule of Fees and Charges* for further details.

If we pay a cheque when there are insufficient funds to cover the cheque, you agree to incur and repay the debt up to the amount that the cheque and fees exceed the balance of your account.

## Cheque facility access

QBANK may discontinue your access to a personal cheque facility if your banking conduct with QBANK is reasonably considered to be unsatisfactory.

QBANK reserves the right to withdraw personal cheque services at any time. No cheques may be issued by you after the facility has been withdrawn. QBANK will contact you to advise withdrawal of the cheque facility.

Cheque books remain the property of QBANK and must be returned immediately if requested.

## 6.7 QBANK Corporate Cheques

### Requesting a QBANK Corporate Cheque:

You must make a written request to QBANK for funds to be drawn from your account as a QBANK Corporate Cheque. QBANK Corporate Cheques are cheques under which QBANK itself makes the payment, rather than from a Member's account (as is the case with a personal cheque). Please refer to our *Schedule of Fees and Charges* for any applicable fee/s. QBANK Corporate Cheques cannot be made out to 'cash'.

This is a cheque QBANK draws payable to the person you nominate. You can purchase a corporate cheque from us for a fee: see the *Schedule of Fees and Charges*.

If a corporate cheque is lost or stolen, you can ask us to stop payment on it. You may need to complete a form and provide us evidence of the loss or theft of the cheque. You may also have to give us an indemnity – the indemnity protects us if someone else claims that you wrongfully authorised us to stop the cheque. Please see the *Schedule of Fees and Charges* for any applicable fees. Contact us for further information.

We cannot stop payment on our corporate cheque if you used the cheque to buy goods or services and you are not happy with them.

#### **Withdrawal limits and insufficient funds:**

Withdrawal limits are subject to the balance of the account. If there are two or more QBANK Corporate Cheques requested, but insufficient funds in your nominated account to draw both QBANK Corporate Cheques, the available funds may be used to draw a QBANK Corporate Cheque(s) in a manner and for an amount(s) at QBANK's discretion. We may charge an overdrawn fee. Please refer to the *Schedule of Fees and Charges* for further information.

#### **Dishonours:**

QBANK Corporate Cheques should not be regarded as being equivalent to cash. We may dishonour a QBANK Corporate Cheque if:

- the QBANK Corporate Cheque turns out to be a forgery or a counterfeit;
- the QBANK Corporate Cheque has been fraudulently or materially altered;
- a fraud or other crime has otherwise been committed in relation to the QBANK Corporate Cheque;
- QBANK has been notified that the QBANK Corporate Cheque has been lost or stolen;
- there is a court order restraining QBANK from paying on the QBANK Corporate Cheque;
- QBANK has not received from your funds, payment or reimbursement to the value of the QBANK Corporate Cheque issued; or
- a QBANK Corporate Cheque is presented by a person who is not entitled to its proceeds.

#### **Cancellation or alteration:**

If a QBANK Corporate Cheque is lost or stolen, QBANK will require supporting evidence to stop payment on the cheque. QBANK will not stop payment on a QBANK Corporate Cheque if you use the cheque to buy goods and services and are subsequently not satisfied with the goods and services purchased.

QBANK will require you to provide suitable indemnity to protect QBANK against claims for wrongfully stopping a QBANK Corporate Cheque. A fee applies to the issuing and stop payment of a QBANK Corporate Cheque. Please refer to our *Schedule of Fees and Charges*.

## **6.8 New payments platform, PayID & OSKO**

### **6.8.1 About 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.

For some account types, you can create a PayID (e.g., your mobile number, email address or ABN) to be linked to your account. Once a PayID is created, any payments which a person makes to that PayID will be directed to the account to which that PayID is linked ('the Linked Account'). For eligible accounts, refer to Table 1. Overview of QBANK Savings Accounts.

Each PayID can only be linked to one account at a time, but an account can have multiple PayIDs linked to it. For example, you can create your mobile number and email address as PayIDs and link them to the same account (in which case payments made to either PayID type will be directed to the same account), but you can't create your mobile number or email address as the PayID for more than one account at a time.

Where your account is held in joint names, each account holder can link a PayID to the account.

You are not obliged to create or use a PayID for your account. You can continue to operate your account without a PayID, in which case payments to your account will require your BSB and account number.

### **6.8.2 Your PayID**

Creating your PayID:

- a) You can create a PayID for your eligible account through a QBANK online banking service that supports PayID creation or by contacting QBANK. We will not create a PayID for you without your prior consent.
- b) In creating a PayID, you represent and warrant that:
  - (i) you own or are otherwise authorised to use the PayID;
  - (ii) the PayID is current, accurate and complete; and
  - (iii) you agree your PayID being registered in the PayID service.

- c) We can refuse your request to create a PayID where:
  - (i) we have not yet completed verifying your identity; or
  - (ii) we are not satisfied that you own or are otherwise authorised to use that PayID; or
  - (iii) we reasonably suspect that the PayID is, or has been, or will be used for a fraudulent purpose; or
  - (iv) we are required to do so by law or by the operator of the NPP; or
  - (v) the PayID is already created.
- d) Where your attempt to create a PayID fails because that PayID is already created by someone else in the PayID service, we will try to assist to resolve this by contacting the financial institution or other entity that registered that PayID, who is then required to contact the customer to which the PayID is registered to establish if that customer has the right to use the PayID. If that person cannot establish that they are the rightful owner of the PayID, their financial institution is required to close that PayID.

### 6.8.3 PayID Name

A PayID Name must be registered with your PayID. When you create your PayID, we will issue you a PayID 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.

### 6.8.4 Privacy and disclosure

- a) By creating your PayID you acknowledge that you consent to our recording of your PayID, PayID Name 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 Laws, consent to that disclosure and use.
- b) To help payers identify who they are paying, your PayID Name may be displayed alongside your PayID to any person that enters your PayID as the address for an intended payment. For example, if your mobile number is your PayID, then any person who enters your mobile number in the payee address field of their Internet Banking may see your PayID Name attached to that mobile number.
- c) Where you hold a joint account, other accountholders may be able to see messages and notifications associated with payments and other messages addressed to your PayID.

### 6.8.5 Transferring your PayID to a different account

- a) You can transfer your PayID to another account with us, or to an account with another financial institution. You can do this through one of our online channels that supports PayID maintenance or by contacting QBANK.
- b) A transfer of your PayID to another eligible QBANK account with us will generally be effective immediately.
- c) A transfer of your PayID to another financial institution is completed by that institution. You will need to follow that financial institution's PayID creation process.
- d) Until the transfer is completed, payment to your PayID will continue to be directed to your current linked 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 current Linked Account. You can try to transfer your PayID again at any time.

*Note: Transferring a PayID will cause payments under any PayTo Payment Agreement linked to that PayID to fail unless you also amend the Payment Agreement.*

### 6.8.6 Maintaining PayID details

- a) You must keep your PayID details current, accurate and complete.
- b) You must close your PayID immediately if you no longer own or have authority to use your PayID.

### 6.8.7 Locking your PayID

- a) We can lock your PayID at any time without notice if we reasonably suspect that your PayID has been used for fraudulent purposes.
- b) You will not be able to transfer your PayID or receive payments addressed to your PayID while your PayID is locked.



### 6.8.8 Closing a PayID

- a) You can close your PayID through the 'Manage PayID' function in the relevant electronic banking service or by contacting QBANK. Closing a PayID results in removal of your PayID from the PayID service.
- b) We can close your PayID where:
  - (i) we are not reasonably satisfied that you own or are otherwise authorised to use that PayID; or
  - (ii) we reasonably suspect that the PayID is or has been used for a fraudulent purpose; or
  - (iii) we are required to do so by law or by the operator of the NPP.
- c) We will automatically close your PayID if the Linked Account for that PayID is closed.

*Note: Closing a PayID will cause payments under any PayTo Payment Agreement linked to that PayID to fail unless you also amend the Payment Agreement.*

### 6.8.9 Payments to your PayID

Not all accounts and payment types support payment to a PayID. The ability for a payer to pay to your PayID depends on the payer's financial institution and on the type of payment to be made. As a result, in some cases you may need to provide your BSB and account number to the payer.

### 6.8.10 Mistaken and Misdirected Payments

Where we and the sending financial institution determine that an NPP Payment made to your account is either a mistaken internet payment or a payment made in error, 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 internet payment or payment made in error.

A payment made in error includes a fraudulent payment, an over payment, duplicate payment, payment error made by us or a misdirected payment.

Refer to the *Electronic Access Facilities Conditions of Use* section in this booklet for more information regarding handling of mistaken payments.

### 6.8.11 Making Payments to a PayID

- a) When you enter the PayID in the payee field of the relevant service, we will check to confirm that the PayID has been registered in the PayID service. Where it has, we will display to you on screen the PayID Name attached to that PayID. You must check that the name displayed matches the person that you intend to pay.

If you do not recognise the name or the name does not match who you intend to pay, you should contact your intended payee to confirm that all details are correct before proceeding to make payment.

Incorrect details could result in a payment to the wrong account and may result in loss of your funds.
- b) When you direct a payment or other message to a PayID connected to a joint account, the other account holders may be able to see the messages and notifications associated with the payment.

### 6.8.12 How we process future dated payments to a PayID

- a) We may attempt to make the payment at any time on the scheduled payment date. As a result, you should ensure that you have sufficient funds available throughout the day to satisfy the withdrawal. We may decline to process the payment if, at the time we try to make the payment you don't have sufficient funds in your account.
- b) On the scheduled payment day, before we try to make the payment, we will check the PayID service to confirm whether the PayID is still registered and whether there has been a change in the name attached to the PayID since the time you set the payment up.
- c) We won't be able to process the payment if the PayID is no longer registered or is locked, and we won't process the payment if the name attached to the PayID has changed.
- d) You should check the payment status at the end of the day that the payment was scheduled to be made to confirm whether it has gone through.

## Osko

### 6.8.13 About Osko

- a) We subscribe to Osko under the BPAY Scheme. Osko is the payment service provided by BPAY Pty Ltd.
- b) All eligible accounts can receive Osko payments.
- c) However, you will need to use an online banking channel in order to view full remittance details or other data that is sent with an Osko payment to your account. For eligible accounts, refer to Table 1. Overview of QBANK Savings Accounts.

### 6.8.14 Payments

- a) You can make Osko payments through our online banking channels that support Osko Payments.
- b) You can make Osko payments to a PayID or to a BSB and account number, provided that the account that you are paying is able to receive Osko payments. Some payees might not be able to receive Osko payments or NPP Payments, depending on their account type and their financial institution.
- c) If the PayID or account that you entered does not accept Osko payments but is capable of accepting other types of NPP Payments, we may send the payment as another NPP Payment type. In this case, we will still send the payment in near real-time but the timing of making the funds available to the payee is at the discretion of the receiving bank.
- d) You should ensure that all information you provide in relation to any Osko payment or other NPP Payment is correct as we will not be able to cancel an Osko payment or other NPP Payment once it has been processed.

### 6.8.15 Transaction Limits

We may impose limits on the value of any Osko payment, or the aggregate value of Osko payments or other NPP Payments permitted over a particular period. These limits may be different from limits that apply to other payment types. Refer to the *Overview of QBANK Savings Accounts* for more information.

### 6.8.16 Suspension and termination

- a) We may suspend your ability to make Osko payments or other NPP Payments at any time where we believe on reasonable grounds that it is necessary to do so to prevent loss to QBANK or you, including where we suspect that the service is being used or will be used for fraud. We will give you notice as soon as practicable after doing so.
- b) We may also make the service temporarily unavailable for the purpose of performing system maintenance or upgrades.
- c) We will be required to terminate the Osko service if our Membership of BPAY or our participation in Osko is suspended, ceases or is cancelled. We will provide you with notice in accordance with section 5.8 Notifying Changes.

### 6.8.17 Privacy and confidentiality

- a) In order to provide you with services under Osko, we may need to disclose your personal information to BPAY Pty Ltd and/or its service providers. If we do not disclose your Personal Information to BPAY Pty Ltd or its Service Providers, we will not be able to provide you with services under Osko.
- b) Accordingly, you agree to our disclosing to BPAY, its service providers and such other participants involved in Osko such Personal Information relating to you as is necessary to facilitate the provision of Osko to you.

## 6.9 Digital Wallets

### 6.9.1 When this Clause 6.9 applies

This Clause 6.9 applies when you, or an additional card holder, add an Eligible Card to a Digital Wallet on a Supported Device. This Clause applies in addition to the terms and conditions that apply to the Account and Eligible Card.

Information about using Digital Wallets with our Eligible Cards, including how to add and remove Eligible Cards from Supported Devices, is available from our website.

### 6.9.2 Digital Wallet Services

Each Digital Wallet is a service provided by the Digital Wallet provider, and not by us. The Digital Wallet provider is



responsible for the functionality and operation of the Digital Wallet. We are not liable to you for any loss or damage you suffer as a result of any malfunction, failure or unavailability of a Digital Wallet, or the failure or refusal of any merchant to process payments using a Digital Wallet.

### 6.9.3 Your Security Obligations

You, and each additional card holder, must take reasonable steps to secure the Supported Device and any PIN or other passcode registered to the Supported Device in the same way as you would your Eligible Card and PIN or other passcode.

The provisions in the *"Electronic Access Facilities Conditions of Use"* in this booklet relating to protecting cards, devices, PINs or other passcodes, and liability for unauthorised transactions, apply equally to your Supported Device and any PIN or other passcode registered to it, subject to this clause.

Important information about protecting yourself from unauthorised use is included in the *"Electronic Access Facilities Conditions of Use"*.

### 6.9.4 Device Security

You, and each additional card holder, must:

- ensure that only your, or the additional card holder's, fingerprint, facial image or other biometric identifier (referred together as "Biometric Identifier") is registered on the Supported Device;
- not allow any other person's Biometric Identifier to remain, or be, registered on the Supported Device;
- not share any PIN or other passcode registered to the Supported Device with any person;
- not leave the Supported Device unattended, and must lock it when not in use; and
- before disposing of a Supported Device, remove or unlink the Eligible Card from it.

If you, or an additional card holder:

- allow another person's Biometric Identifier to remain, or be, registered on the Supported Device; or
- share any PIN or other passcode registered to the Supported Device with any person, then you are taken to have authorised that person to carry out transactions using the Supported Device and you will be responsible for their use of the Eligible Card.

### 6.9.5 Lost or Stolen Devices or Unauthorised Use

You should immediately notify us if:

- a Supported Device is lost or stolen;
- you suspect that any PIN, passcode or other security credential registered to a Supported Device has become known to someone else; or
- you suspect that someone else has used or could use a Supported Device to carry out a transaction on your Account without permission.

**You may become liable for any unauthorised transactions if you unreasonably delay notifying us.**

If your Supported Device is lost or stolen, you should immediately remove or unlink your Eligible Card from the Digital Wallet where possible.

### 6.9.6 Privacy

We may share and exchange with the Digital Wallet provider Personal Information about you in relation to your set up and use of the Digital Wallet, to allow you to use the Eligible Card in the Digital Wallet. We may also share personal information with card scheme networks for the purpose of operating and generally improving their services. Each party's data collection and handling practices will be done so in accordance with their respective privacy policy (available at their respective websites).

### 6.9.7 Changes to this Section

We may change these *Digital Wallet* Terms and Conditions at any time and notify you of the changes in accordance with the terms and conditions applying to the account. You agree to us providing notification electronically of such changes, where we are permitted to do so by law.

### 6.9.8 Termination

We may suspend or terminate the use of an Eligible Card in a Digital Wallet without notice at any time, including if:

- you, or an additional card holder, breach these Digital Wallet Terms and Conditions;
- we reasonably suspect an unauthorised transaction has occurred or for other security reasons; or
- we are required or directed to by a regulatory or government body.

### 6.9.9 Definitions

The following definitions apply to this Section 6.9:

**Account** means your account with us to which an Eligible Card is linked.

**Additional Cardholder** means a person you authorise us to issue an Eligible Card to in relation to your Account.

**Digital Wallet** means any digital wallet service provided by a third party including without limitation Apple Pay as provided by Apple Inc., Google Pay as provided by Google Inc, Samsung Pay as provided by Samsung Electronics Co Ltd, Fitbit Pay as provided by Fitbit LLC and Garmin Pay as provided by Garmin Ltd.

**Eligible Card** means a debit or credit card issued by us that can be added to a Digital Wallet.

**PIN** means the secret personal identification number related to an Eligible Card.

**Supported Device** means any device or equipment that can be used to access your Account using a Digital Wallet, which is not provided to you by us e.g., mobile phone, smart watch.

## 6.10 Stop payment of electronic payments

If you want to stop or alter any funds transfer, contact us as soon as possible and give full details so we can locate the transfer and where possible we will take action. We may charge a fee for this. Details of all fees and charges are set out in our *Schedule of Fees and Charges*. A copy is available by visiting our website or contacting us.

Except where we are liable under an applicable law, we are not liable to you if you ask us to stop a transfer, which we have already debited to any of your accounts.

## 6.11 SMS OTC (one time code) authentication

To increase protection of your accounts you may have SMS OTC authentication functionality activated by us for certain transaction types or for making certain changes to your account, such as (but not limited to):

- Payments to new/non-saved payees or recipients
- Amending an existing saved payee or biller
- Changing your Internet Banking password
- Updating your details, such as phone number or address
- Changing the PIN on your card
- Creating a PayID
- Creating a new account
- Accessing our Online Banking services

If SMS OTC authentication functionality is activated an SMS OTC will be generated and sent to the mobile phone associated with your account (or landline where a mobile phone is not held - this is dependent on your telco provider making this service available) and it must then be entered, as a second form of identification, in your Internet Banking or mobile banking device to proceed with the transaction or other process.

We may for security reasons and at our discretion reduce or remove the daily transaction limit on the account if you ask us to remove SMS OTC, or you do not have the ability to receive an SMS OTC, and we approve your request. If you ask us to re-establish or increase the daily transaction limit on the account we may, before doing so, enforce activation of SMS OTC authentication functionality.

All other terms and conditions which apply to the use and security of passcodes and passwords apply to SMS OTCs, modified to the extent necessary to reflect the ways in which SMS OTCs are obtained, generated and used.

To the extent that this clause 6.11 is inconsistent with any other applicable term or constitution, this clause prevails.

# 7. Electronic access facilities conditions of use

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## Section 1. Information about our ePayment facilities

You should follow the guidelines below to protect against unauthorised use of the access card and passcode/s (e.g., PIN, password). These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised payments. Liability for such transactions will be determined in accordance with these *Electronic Access Facilities Conditions of Use* and the *ePayments Code*.

### Important Information About Protecting Your Access Cards, Devices and Passcodes

- Sign the access card as soon as you receive it.
- Familiarise yourself with your obligations to keep the access card and passcodes secure.
- Familiarise yourself with the steps you have to take to report loss or theft of the access card or to report unauthorised use of the access card, BPAY®, PayTo or Internet Banking.
- Immediately report loss, theft or unauthorised use.
- If you change a passcode, do not select a passcode which represents your birth date or a recognisable part of your name.
- Never write the passcode on the access card.
- Never write the passcode on anything which is kept with or near the access card.
- Never lend the access card to anybody.
- Never tell or show the passcode to another person.
- Use care to prevent anyone seeing the passcode being entered on a device.
- Keep a record of card cancellation telephone numbers with your usual list of emergency telephone numbers.
- Check your statements regularly for any unauthorised use.
- Immediately notify us when you change your address.
- Always access the Internet Banking service only using the published URL (website) addresses.
- If accessing Internet Banking on someone else's PC, laptop, tablet or mobile phone, ALWAYS DELETE your browsing history.
- ALWAYS REJECT any request to provide or confirm details of your passcode. We will NEVER ask you to provide us with these details.
- Avoid using shared computers such as those at Internet cafes for online banking;
- Always type our full address, [www.qbank.com.au](http://www.qbank.com.au) to access QBANK Internet Banking;
- We recommend you keep your computer updated, with up-to-date antivirus protection and adware software, and remember that viruses can be hidden in emails, downloads and software programs;
- Run regular system scans to detect and remove any computer threats;
- Never leave your computer unattended when you are logged on to QBANK Internet Banking;
- Remember that QBANK will never contact you via email, telephone or SMS and ask for your Internet Banking password or your PIN;
- Never allow untrusted parties to gain remote access to your computer and internet banking;
- If accessing Internet Banking from a mobile phone ensure the mobile phone is in compliance with the manufacturer's security settings and on an official version of the operating system, as provided by the manufacturer. It is recommended to regularly update your device with the latest security patches and software updates;
- Remember that QBANK will never ask you via email to download software or provide personal information using "links" to our website; and
- Review your transactions with us regularly and notify us immediately if there are any discrepancies.

**If you fail to ensure the security of the access card, access facility and passcodes, you may increase your liability for unauthorised transactions.**

These *Electronic Access Facilities Conditions of Use* govern all electronic transactions made using any one of our access cards or facilities, listed below:

Internet Banking  
Visa Debit Card  
BPAY®  
New Payments Platform Osko®  
PayTo

You can use any of these electronic access facilities to access an account, as listed in *Table 1. Overview of QBANK Savings Accounts*.

### **Visa Debit Card**

Visa Debit Card allows you to:

- make payments at any retailer displaying the Visa Debit Card logo, anywhere in the world
- withdraw cash from your account, anywhere in the world, using an ATM displaying the Visa Debit Card logo
- use the Visa Debit Card to transfer or arrange the transfer of funds from your Card Account to another account.

We will provide you with a PIN to:

- withdraw cash from your account
- deposit cash or cheques into your account (at selected Australia Post outlets only).

We may choose not to give you a Visa Debit Card if, in our reasonable opinion, your banking history with us is not satisfactory or if you do not meet the minimum age requirement of 13

### **Important Information about Chargebacks for Visa Debit Card**

If you believe a Visa Debit Card transaction was:

- for goods or services and the merchant did not deliver them; or
- for goods and services which did not match the description provided by the merchant, then you can ask us to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. You must do this in writing by providing us with the information we require for the type of chargeback transaction request being lodged. Please contact us during business hours to discuss information requirements. Please note there are time limits on making a chargeback application – transactions older than 115 days may not be charged back.

You are not able to reverse a transaction authenticated using 3DSecure unless we are liable as provided in the *Electronic Access Facilities Conditions of Use*.

It is important that you review your statements regularly and notify QBANK if any of the above events occur as soon as possible. QBANK will then investigate the matter and seek to resolve the matter on your behalf.

## **Section 2. Definitions of terms used in the electronic access facilities and ePayments conditions of use**

- (a) access card means an ATM card, debit card or credit card and includes our Visa Debit Card
- (b) AFCA means the Australian Financial Complaints Authority
- (c) ATM means automatic teller machine
- (d) BECS Procedures means the Bulk Electronic Clearing System Procedures as existing from time to time
- (e) business day means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned
- (f) direct debit means a "Direct Debit Request" as defined in the BECS Procedures
- (g) EFTPOS means electronic funds transfer at the point of sale—a network for facilitating transactions at point of sale
- (h) facility means an arrangement through which you can perform transactions
- (i) identifier means information that a user:
  - (i) knows but is not required to keep secret, and

(ii) must provide to perform a transaction.

Examples include an account number, customer number or PayID. An identifier also includes a token generated from information that would otherwise be an identifier.

- (j) Mandate Management Service means the central, secure databased operated by NPP Australia Limited of Payment Agreements
- (k) manual signature means a handwritten signature, including a signature written on paper and a signature written on an electronic tablet
- (l) Migrated DDR Mandate has the meaning given in Section 28 "Migration of Direct Debit arrangements"
- (m) passcode means a password or code that the user must keep secret, that may be required to authenticate a transaction or user. A passcode may consist of numbers, letters, a combination of both, or a phrase. Examples include:
  - (i) personal identification number (PIN)
  - (ii) Internet Banking password
  - (iii) code generated by a physical security token
  - (iv) SMS OTC

A passcode does not include a number printed on a device (e.g., a security number printed on a credit or debit card)

*Note: a passcode includes single-use passwords or codes, as well as passwords or codes that are used more than once.*

- a) pay anyone banking facility means a facility where a user can make a payment from one bank account to a third party's bank account by entering, selecting or using a Bank/State/Branch (BSB) and account number, PayID or other identifier, but does not include BPAY® or PayTo payments
- b) 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. Other than in Section 24 "Creating a PayTo Payment Agreement", it includes a Migrated DDR Mandate
- c) 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
- d) 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
- e) regular payment arrangement means either a recurring or an instalment payment agreement between you (the cardholder) and a merchant in which you have preauthorised the merchant to bill your account using your debit card or credit card details at predetermined intervals (e.g., monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.
- f) Transfer ID means a unique identification number generated by the Mandate Management Service in connection with a request to transfer one or more Payment Agreements
- g) transaction means a transaction to which these *Electronic Access Facilities Conditions of Use* apply, as set out in Section 7
- h) unauthorised transaction means a transaction that is not authorised by a user. It does not include any transaction that is performed by you or another user, or by anyone who performs a transaction with the knowledge and consent of you or another user
- i) user means you or an individual you have authorised to perform transactions on your account, including:
  - (i) a third party signatory or authorised person to your account
  - (ii) a person you authorise us to issue an additional card to.

## Section 3. Transactions

3.1 These Electronic Access Facilities Conditions of Use apply to payment, funds transfer and cash withdrawal transactions that are:

- (a) initiated using electronic equipment, and
- (b) not intended to be authenticated by comparing a manual signature with a specimen signature.

### 3.2 These Electronic Access Facilities Conditions of Use apply to the following transactions:

- (a) electronic card transactions, including ATM, EFTPOS, credit card and debit card transactions that are not intended to be authenticated by comparing a manual signature with a specimen signature
- (b) bill payment transactions
- (c) pay anyone banking facility transactions
- (d) online transactions performed using a card number
- (e) and expiry date
- (f) online bill payments (including BPAY®)
- (g) direct debits
- (h) transactions using mobile devices
- (i) PayTo payments.

## Section 4. When you are not liable for loss

- 4.1 You are not liable for losses arising from an unauthorised transaction if the cause of the loss is any of the following:
  - (a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent
  - (b) a device, identifier or passcode which is forged, faulty, expired or cancelled
  - (c) a transaction requiring the use of a device and/or passcode that occurred before the user received the device and/or passcode (including a reissued device and/or passcode)
  - (d) a transaction being incorrectly debited more than once to the same facility
  - (e) an unauthorised transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached.
- 4.2 You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a passcode or device. Where a transaction can be made using a device, or a device and an identifier, but does not require a passcode, you are liable only if the user unreasonably delays reporting the loss or theft of the device.
- 4.3 You are not liable for loss arising from an unauthorised transaction where it is clear that a user has not contributed to the loss.
- 4.4 In a dispute about whether a user received a device or passcode:
  - (a) there is a presumption that the user did not receive it, unless we can prove that the user did receive it
  - (b) we can prove that a user received a device or passcode by obtaining an acknowledgement of receipt from the user
  - (c) we may not rely on proof of delivery to a user's correct mailing or electronic address as proof that the user received the device or passcode.

## Section 5. When you are liable for loss

- 5.1 If Section 4 does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this Section 5.
- 5.2 Where we can prove on the balance of probability that a user contributed to a loss through fraud, or breaching the passcode security requirements in Section 6:
  - (a) you are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of passcode security is reported to us

- (b) you are not liable for the portion of losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit
  - (iii) that exceeds the balance on the facility, including any pre-arranged credit
- (iv) incurred on any facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the transaction.

### 5.3 Where:

- (a) more than one passcode is required to perform a transaction; and
- (b) we prove that a user breached the passcode security requirements in Section 6 for one or more of the required passcodes, but not all of the required passcodes.

You are liable under clause 5.2 only if we also prove on the balance of probability that the breach of the passcode security requirements under Section 6 was more than 50% responsible for the losses, when assessed together with all the contributing causes.

### 5.4 You are liable for losses arising from unauthorised transactions that occur because a user contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

*Note: Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a user to swipe and then remove a card in order to commence a transaction*

### 5.5 Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a device, or that the security of all passcodes has been breached, you:

- (a) are liable for the actual losses that occur between:
  - (i) when the user became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen device, and
  - (ii) when the security compromise was reported to us
- (b) are not liable for any portion of the losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit
  - (iii) that exceeds the balance on the facility, including any pre-arranged credit
  - (iv) incurred on any facility that we and you had not agreed could be accessed using the device and/ or passcode used to perform the transaction.

*Note: You may be liable under clause 5.5 if you were the user who contributed to the loss, or if a different user contributed to the loss.*

### 5.6 Where a passcode was required to perform an unauthorised transaction, and clauses 5.2 – 5.5 do not apply, you are liable for the least of:

- (a) \$150, or a lower figure determined by us
- (b) the balance of the facility or facilities which we and you have agreed can be accessed using the device and/or passcode, including any prearranged credit
- (c) the actual loss at the time that the misuse, loss or theft of a device or breach of passcode security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

### 5.7 In deciding whether on the balance of probabilities we have proved that a user has contributed to losses under clauses 5.2 – 5.5:

- (a) we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring
- (b) (the fact that a facility has been accessed with the correct device and/or passcode, while significant, does not, of itself, constitute proof on the balance of probability that a user contributed to losses through fraud or a breach of the passcode security requirements in Section 6



- (c) the use or security of any information required to perform a transaction that is not required to be kept secret by users (e.g., the number and expiry date of a device) is not relevant to a user's liability.

5.8 If a user reports an unauthorised transaction on a credit card account, debit card account or charge card account, we will not hold you liable for losses under Section 5 for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the scheme (e.g., charge-back rights).

This clause does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this clause for a greater amount than would apply if we had exercised those rights.

## Section 6. Passcode security requirements

6.1 Section 6 applies where one or more passcodes are needed to perform a transaction.

6.2 A user must not:

- (a) voluntarily disclose one or more passcodes to anyone, including a family member or friend
- (b) where a device is also needed to perform a transaction, write or record passcode(s) on a device, or keep a record of the passcode(s) on anything:
  - (i) carried with a device
  - (ii) liable to loss or theft simultaneously with a device unless the user makes a reasonable attempt to protect the security of the passcode
- (c) where a device is not needed to perform a transaction, keep a written record of all passcodes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the passcode(s).

*Note: If you or another user breaches these passcode security requirements, we may not be required to indemnify you for loss arising from that breach. See Section 5.*

6.3 For the purpose of clauses 6.2(b)–6.2(c), a reasonable attempt to protect the security of a passcode record includes making any reasonable attempt to disguise the passcode within the record, or prevent unauthorised access to the passcode record, including by:

- (a) hiding or disguising the passcode record among other records
- (b) hiding or disguising the passcode record in a place where a passcode record would not be expected to be found
- (c) keeping a record of the passcode record in a securely locked container
- (d) preventing unauthorised access to an electronically stored record of the passcode record.

This list is not exhaustive.

6.4 A user must not act with extreme carelessness in failing to protect the security of all passcodes where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

*Note 1: An example of extreme carelessness is storing a username and passcode for Internet Banking in a diary, computer or other personal electronic device that is not password protected under the heading 'Internet Banking codes'.*

*Note 2: For the obligations applying to the selection of a passcode by a user, see clause 6.5.*

6.5 A user must not select a numeric passcode that represents their birth date, or an alphabetical passcode that is a recognisable part of their name, if we have:

- (a) specifically instructed the user not to do so
- (b) warned the user of the consequences of doing so.

6.6 The onus is on us to prove, on the balance of probability, that we have complied with clause 6.5



- 6.7 Where we expressly authorise particular conduct by a user, either generally or subject to conditions, a user who engages in the conduct, complying with any conditions, does not breach the passcode security requirements in Section 6.
- 6.8 Where we expressly or implicitly promote, endorse or authorise the use of a service for accessing a facility (for example, by hosting an access service on our electronic address), a user who discloses, records or stores a passcode that is required or recommended for the purpose of using the service does not breach the passcode security requirements in Section 6.
- 6.9 For the purposes of clause 6.7, we are not taken to have promoted, endorsed or authorised a user's use of a particular service merely because we have chosen to use the service for our own purposes or have not actively prevented the user from accessing a service.

## **Section 7. Liability for loss caused by system or equipment malfunction**

- 7.1 You are not liable for losses caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with a user's instructions.
- 7.2 Despite clause 7.1, where a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
- (a) correcting any errors
  - (b) refunding any fees or charges imposed on the user.

## **Section 8. Network arrangements**

- 8.1 We must not avoid any obligation owed to you on the basis that:
- (a) we are a party to a shared electronic payments network;
  - (b) another party to the network caused the failure to meet the obligation.
- 8.2 We must not require you to:
- (a) raise a complaint or dispute about the processing of a transaction with any other party to a shared electronic payments network
  - (b) have a complaint or dispute investigated by any other party to a shared electronic payments network.

## **Section 9. Mistaken internet payments**

- 9.1 In this Section 9:
- (a) mistaken internet payment means a payment by a user through a pay anyone banking facility and processed by an ADI (authorised deposit-taking institution) where funds are paid into the account of an unintended recipient because the user enters or selects a Bank/ State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient as a result of:
    - (i) the user's error, or
    - (ii) the user being advised of the wrong BSB number and/or identifier.

*Note: this definition of mistaken internet payment is intended to relate to typographical errors when inputting an identifier or selecting the incorrect identifier from a list. It is not intended to cover situations in which the user transfers funds to the recipient as a result of a scam.*

- (b) receiving ADI means an ADI whose customer has received an internet payment
- (c) unintended recipient means the recipient of funds as a result of a mistaken internet payment

- 9.2 When you report a mistaken internet payment, we must investigate whether a mistaken internet payment has occurred.
- 9.3 If we are satisfied that a mistaken internet payment has occurred, we must, as soon as reasonably possible and by no later than 5 business days from the time of the user's report of a mistaken internet payment, send the receiving ADI a request for the return of the funds
- Note: Under the ePayments Code, the receiving ADI must within 5 business days of receiving our request:*
- (i) acknowledge the request for the return of funds, and
  - (ii) advise us whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.
- 9.4 If we are not satisfied that a mistaken internet payment has occurred, we will not take any further action.
- 9.5 We must inform you of the outcome of the reported mistaken internet payment in writing and within 30 business days of the day on which the report is made.
- 9.6 You may complain to us about how the report is dealt with, including that we:
- (a) are not satisfied that a mistaken internet payment has occurred
  - (b) have not complied with the processes and timeframes set out in clauses 9.2 – 9.5, or as described below in the *Information about a receiving ADI's obligations after we request return of funds* section.
- 9.7 When we receive a complaint under clause 9.6, we must:
- (a) deal with the complaint under our internal dispute resolution procedures
  - (b) not require you to complain to the receiving ADI.
- 9.8 If you are not satisfied with the outcome of a complaint, you are able to complain to AFCA.
- 9.9 If you receive a mistaken internet payment into your account and we are required under the ePayments Code as receiving ADI to return the funds to the payer's ADI then we will, without seeking your consent, transfer the funds from your account. If there are insufficient funds in your account, you must co-operate with us to facilitate repayment of the funds.

## **Information about a receiving ADI's obligations after we request return of funds**

The information set out below is to explain the process for retrieving mistaken internet payments under the ePayments Code, setting out what the processes are, and what you are entitled to do.

**This information does not give you any contractual entitlement to recover the mistaken internet payment from us or to recover the mistaken internet payment from the receiving ADI.**

- **Process where sufficient funds are available and report is made within 10 business days**
  - If satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI if practicable or such longer period as is reasonably necessary, up to a maximum of 10 business days.
  - If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
  - The sending ADI must return the funds to the holder as soon as practicable.
- **Process where sufficient funds are available and report is made between 10 business days and 7 months**
  - The receiving ADI must complete its investigation into the reported mistaken internet payment within 10 business days of receiving the request.
  - If satisfied that a mistaken internet payment has occurred, the receiving ADI must:
    - (a) prevent the unintended recipient from withdrawing the funds for 10 further business days, and

(b) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.

- If the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account.
- If the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder.
- The sending ADI must return the funds to the holder as soon as practicable.

- **Process where sufficient funds are available and report is made after 7 months**

- If the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the user.
- If not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder.
- If the unintended recipient consents to the return of the funds:
  - (a) the receiving ADI must return the funds to the sending ADI, and
  - (b) the sending ADI must return the funds to the holder as soon as practicable.

- **Process where sufficient funds are not available**

- Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must exercise discretion, after appropriate weighing of interests of the sending consumer and unintended recipient and information reasonably available to it about the circumstances of the mistake and the unintended recipient, in deciding whether it should pursue return of the total value of the mistaken internet payment, pursue the return of a partial amount of the mistaken internet payment, or not pursue any return of funds.
- The above process where sufficient funds are available will also apply where insufficient funds are available, but only in relation to the value of the insufficient funds available.

## **Section 10. Using Internet Banking**

10.1 We do not warrant that:

- (a) the information available to you about your accounts through our self-service banking channels is always up to date;
- (b) you will have 24 hours a day, 7 days per week, access to Internet Banking; and
- (c) data you transmit via Internet Banking is totally secure.

## **Section 11. How to report loss, theft or unauthorised use of the access card or passcode**

11.1 If you believe the access card has been misused, lost or stolen or the passcode has become known to someone else, you must immediately contact us during business hours or otherwise phone the access card number which is available 24 hours a day, 7 days a week.

*Please refer to the How to Contact Us section for contact details.*

11.2 You must report the loss, theft or unauthorised use of the card as soon as possible or you may be liable for unauthorised transactions.

- 11.3 If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you must notify Visa's Global Customer Assistance Service on +1 303 967 1090 and you must also then confirm the loss, theft or misuse of the card with us by email or telephone as soon as possible.

If your Visa Debit Card is reported as lost or stolen, QBANK will issue you with a replacement Visa Debit Card. You must give QBANK a reasonable time to arrange cancellation and the issue of a replacement Visa Debit Card. Refer to the *Schedule of Fees and Charges* for details of any fees that may apply.

## **Section 12. How to report unauthorised use of Internet Banking**

- 12.1 If you believe that your passcodes for Internet Banking transactions have been misused, lost or stolen, or, where relevant, your passcode has become known to someone else, you must contact us immediately. If this occurs out of hours, please complete the 'General Enquiry' email form available on our website in the Contact section.
- 12.2 If you believe an unauthorised transaction has been made and your access method uses a passcode, you should change that passcode immediately.

## **Section 13. Using the access card**

- 13.1 You agree to sign the access card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the access card. You must ensure that any other cardholder you authorise also signs their access card immediately upon receipt and before using it.
- 13.2 We will advise you from time to time:
- what transactions may be performed using the access card
  - what ATMs of other financial institutions may be used
  - what the daily cash withdrawal limits are.

*Please refer to Table 1. Overview of QBANK Savings Accounts for details of current transaction limits*

- 13.3 You may only use the access card to perform transactions on those accounts we permit. We will advise you of the accounts which you may use the access card to access.
- 13.4 The access card always remains our property.

## **Section 14. Using Visa outside Australia**

- 14.1 You agree to reimburse us for any reasonable costs, fees or charges of any nature arising out of your failure to comply with any exchange control requirements.
- 14.2 All transactions made overseas on the Visa Debit Card will be converted into Australian currency by Visa, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which Visa processes the transaction).
- 14.3 All transactions made in a foreign currency on the Visa Debit Card are subject to a conversion transaction fee.
- Please refer to the Schedule of Fees and Charges brochure for the current international transaction fee.*
- 14.4 Some overseas merchants and ATMs charge a surcharge for making a transaction using a Visa Debit Card. Once you have confirmed that transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

- 14.5 International ATM usage fees will generally appear on your statement at the end of the applicable month. Please refer to the Schedule of Fees and Charges brochure for international ATM and cash advance fees.

## **Section 15. Additional access card**

- 15.1 You may authorise us, if we agree, to issue an additional access card to an additional cardholder provided this person is over the age of 13 (unless we agree to a younger age).
- 15.2 You will be liable for all transactions carried out by this cardholder.
- 15.3 We will give each additional cardholder a separate passcode.
- 15.4 You must ensure that any additional cardholders protect their access card and passcode in the same way as these ePayment Conditions of Use require you to protect your access card and passcode.
- 15.5 To cancel the additional access card you must notify us by telephone, in person at any branch or in writing (including electronically).
- 15.6 You will not be liable for the continued use of the additional access card after its cancellation.

## **Section 16. Use after cancellation or expiry of access card**

- 16.1 You must not use your access card:
- a) after the expiration date shown on the face of access card, or
  - b) after the access card has been cancelled.
- 16.2 You will continue to be liable to reimburse us for any incurred debt through such use whether or not you have closed your account.

## **Section 17. Exclusions of access card warranties and representations**

- 17.1 We do not warrant that merchants or ATMs displaying access card signs or promotional material will accept your access card.
- 17.2 We do not accept any responsibility should a merchant, bank or other institution displaying access card signs or promotional material, refuse to accept or honour your access card.
- 17.3 We are not responsible for any defects in the goods and services you acquire through the use of the access card. You acknowledge and accept that all disputes about these goods and services must be addressed to the supplier or merchant of those goods and services.

## **Section 18. Cancellation of access card or of access to Internet Banking service or BPAY®**

- 18.1 You may cancel your access card, your access to Internet Banking or BPAY® at any time by contacting us.
- 18.2 We may, acting reasonably, immediately cancel or suspend your access card or your access to Internet Banking or BPAY® at any time for security reasons or if you breach these ePayments Code. In the case of an access card, we may cancel the access card by capture of the access card at any ATM.

- 18.3 We may cancel the access card without notice if it has not been activated within 3 months of issuance.
- 18.4 We may cancel your access card or your access to Internet Banking or BPAY® for any reason by giving you 30 days' notice.
- 18.5 In the case of an access card, you will be liable for any transactions you make using your access card before the access card is cancelled but which are not posted to your account until after cancellation of the access card.
- 18.6 In the case of Internet Banking or BPAY®, if, despite the cancellation of your access to Internet Banking or BPAY®, you carry out a transaction using the relevant access method, you will remain liable for that transaction.
- 18.7 Your access card or your access to Internet Banking or BPAY® will be terminated when:
- a) we notify you that we have cancelled your access card or your access method to the account with us
  - b) you close the last of your accounts with us to which the access card applies or which has Internet Banking or BPAY® access
  - c) you cease to be our Member, or
  - d) you alter the authorities governing the use of your account or accounts to which the access card applies or which has Internet Banking or BPAY® access (unless we agree otherwise).
- 18.8 In the case of an access card, we may demand the return or destruction of any cancelled access card.

## **Section 19. Using BPAY®**

- 19.1 You can use BPAY® to pay bills bearing the BPAY® logo from those accounts that have the BPAY® facility.
- 19.2 When you tell us to make a BPAY® payment you must tell us the biller's code number (found on your bill), your Customer Reference Number (e.g., your account number with the biller), the amount to be paid and the account from which the amount is to be paid.
- 19.3 We cannot carry out your BPAY® instructions if you do not give us all the specified information or if you give us inaccurate information.
- Please note that, legally, the receipt by a biller of a mistaken or erroneous payment does not necessarily discharge, wholly or in part, the underlying debt you owe that biller.*

## **Section 20. Processing BPAY® payments**

- 20.1 We will attempt to make sure that your BPAY® payments are processed promptly by participants in BPAY®, and you must tell us promptly if:
- a) you become aware of any delays or mistakes in processing your BPAY® payment
  - b) you did not authorise a BPAY® payment that has been made from your account
  - c) you think that you have been fraudulently induced to make a BPAY® payment.
- Please keep a record of the BPAY® receipt numbers.*
- 20.2 A BPAY® payment instruction is irrevocable.
- 20.3 Except for future-dated payments you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.
- 20.4 We will treat your BPAY® payment instruction as valid if, when you give it to us, you use the correct access method.

20.5 You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay. See section 20.9).

20.6 A BPAY® payment is treated as received by the biller to whom it is directed:

- a) on the date you direct us to make it, if we receive your direction by 2pm on a banking business day (that is, a day when banks in Sydney or Melbourne can affect settlements through the Reserve Bank of Australia), and
- b) otherwise, on the next banking business day after you direct us to make it.

*Please note that the BPAY® payment may take longer to be credited to a biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY® does not process a BPAY® payment as soon as they receive its details.*

20.7 Notwithstanding this, a delay may occur processing a BPAY® payment if:

- a) there is a public or bank holiday on the day after you instruct us to make the BPAY® payment
- b) you tell us to make a BPAY® payment on a day which is not a banking business day or after the 2pm AEST on a banking business day, or
- c) a biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations

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

- a) advise you of this
- b) credit your account with the amount of the BPAY® payment, and
- c) take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

20.9 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:

- a) 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
- b) (b) 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.

20.10 If you are responsible for a mistaken BPAY® payment and we cannot recover the amount from the person who received it within 20 banking business days of us attempting to do so, you will be liable for that payment.

## **Section 21. Future-dated BPAY® payments**

21.1 You may arrange BPAY® payments in advance of the time for payment. If you use this option, you should be aware of the following:

- a) You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY® payments (and any other drawings) 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.
- b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY® payment will not be made and you may be charged a dishonour fee.
- c) You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.
- d) You should contact us if there are any problems with your future-dated payment.
- e) If you wish to cancel a future- dated payment after you have given the direction but before the date for payment you can do so by Internet Banking or by contacting us. You cannot stop the BPAY® payment on or after that date.



## **Section 22. Consequential damage for BPAY® payments**

- 22.1 This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- 22.2 We are not liable for any consequential loss or damage you suffer as a result of using BPAY®, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

## **Section 23. Regular payment arrangements**

- 23.1 You should maintain a record of any regular payment arrangement that you have entered into with a merchant.
- 23.2 To change or cancel any regular payment arrangement you should contact the merchant. If possible, you should retain a copy of this change/cancellation request.
- 23.3 Should your card details be changed (e.g., if your Visa Debit Card was lost, stolen or expired and has been replaced) then you must request the merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the merchant may stop providing the goods and/ or services.
- 23.4 Should a Visa Debit Card or your accounts with us be closed for any reason, you should immediately contact the merchant to change or cancel your regular payment arrangement, as the merchant may stop providing the goods and/or services.

## **Section 24. Creating a PayTo Payment Agreement**

- 24.1 PayTo allows you to establish and authorise Payment Agreements with merchants or Payment Initiators who offer PayTo as a payment option.
- 24.2 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 your personal information including your BSB and account number, or your PayID. You are responsible for ensuring the information you provide is correct. Any personal information or data you provide to the merchant or Payment Initiator will be subject to their own privacy policy and terms and conditions.
- 24.3 Payment Agreements must be recorded in the Mandate Management Service before NPP Payments can 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 Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your account or PayID details. We will notify you of the creation of a Payment Agreement, and provide details of the merchant or Payment Initiator, the payment amount and payment frequency (if these are provided) to seek your confirmation of the Payment Agreement. You may confirm or decline any Payment Agreement presented for your approval. If you confirm, we will record your confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be effective. If you decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.
- 24.4 We will only process payment instructions in connection with a Payment Agreement once you have



confirmed the Payment Agreement and it is effective. Once the Payment Agreement is effective, we will process payment instructions received from the merchant's or Payment Initiator's financial institution. We are not liable for any loss you or any other person may suffer as a result of our processing a payment instruction submitted under a Payment Agreement that you have confirmed.

**Payment instructions may be submitted to us for processing immediately after you have confirmed the Payment Agreement so you must take care to ensure the details of the Payment Agreement are correct before you confirm them.**

- 24.5 If a Payment Agreement requires your confirmation within a timeframe stipulated by the merchant or Payment Initiator, and you do not provide confirmation within that timeframe, the Payment Agreement may be withdrawn by the merchant or Payment Initiator.
- 24.6 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.
- 24.7 This Section 24 does not apply to Migrated DDR Mandates.

## **Section 25. Amending a Payment Agreement**

- 25.1 Your Payment Agreement may be amended by the merchant or Payment Initiator from time to time.
- 25.2 We will notify you of proposed amendments to a Payment Agreement requested by the merchant or Payment Initiator. Such amendments may include variation of the payment amount (if a fixed amount) or payment frequency. You may confirm or decline any amendment request presented for your approval. If you confirm, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be effective. If you decline, the amendment will not be made and the Payment Agreement will continue on existing terms.
- 25.3 If you do not confirm or decline an amendment request within 5 calendar days of it being sent to you, then the amendment request will be deemed to be declined.
- 25.4 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.
- 25.5 Once an amendment request has been confirmed by you, we will promptly update the Mandate Management Service with this information.
- 25.6 Once a Payment Agreement has been established, we cannot amend your name or transfer the Payment Agreement to another account you hold with us. You may not request us to amend the details of the merchant or Payment Initiator, or another party.

## **Section 26. Pausing your Payment Agreement**

- 26.1 You may instruct us via Internet Banking to pause and resume your Payment Agreement. We will act on your instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or Payment Initiator's financial institution or payment processor of the pause or resumption. While the Payment Agreement is paused, we will not process payment instructions in connection with it. We are not liable for any loss that you or any other person may suffer as a result of you pausing a Payment Agreement.

**Before pausing a Payment Agreement you should ensure this will not breach, or result in a breach of, any contract you have with the merchant or Payment Initiator.**

- 26.2 A merchant or Payment Initiator may pause and resume a Payment Agreement to which you are a party, in which case we will promptly notify you of that pause or subsequent resumption. We are not 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.

## **Section 27. Cancelling your Payment Agreement**

- 27.1 You may instruct us via internet banking to cancel a Payment Agreement on your behalf. We will act on your instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the merchant's or Payment Initiator's financial institution or payment processor of the cancellation. We are not liable for any loss that you or any other person may suffer as a result of cancelling a Payment Agreement.

**You may remain liable to the merchant or Payment Initiator for payments that would otherwise have been paid under the Payment Agreement, including for any cancellation fees.**

- 27.2 A merchant or Payment Initiator may cancel a Payment Agreement to which you are a party, in which case we will promptly notify you of that cancellation. We are not liable for any loss that you or any other person may suffer as a result of cancellation of your Payment Agreement by the merchant or Payment Initiator.

## **Section 28. Migration of Direct Debit arrangements**

- 28.1 A merchant or Payment Initiator who has an existing direct debit arrangement with you, may migrate it to a Payment Agreement, as a Migrated DDR Mandate. We are not obliged to notify you of a Migrated DDR Mandate. We will process instructions received from a merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

**A Migrated DDR Mandate takes effect without your confirmation. If you do not consent to the migration of a direct debit arrangement you should contact the merchant or Payment Initiator.**

- 28.2 A Migrated DDR Mandate has effect as a Payment Agreement. You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, and will receive notice of amendment, pause or resumption, or cancellation initiated by the merchant or Payment Initiator of your Migrated DDR Mandates, in the same manner as for other Payment Agreements.

## **Section 29. General PayTo provisions**

- 29.1 A Payment Agreement can only be linked to an account that has the PayTo facility.
- 29.2 You must carefully consider any Payment Agreement creation request, or amendment request made in respect of a Payment Agreement, and promptly respond to such requests. We are not 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.
- 29.3 You must notify us promptly if you no longer hold or have authority to operate the account from which a payment under a Payment Agreement has been or will be made.
- 29.4 You must promptly respond to any notification that you receive from us regarding the pausing or cancellation of a Payment Agreement for misuse, fraud or for any other reason. We are not responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- 29.5 You are responsible for complying with the terms of any agreement that you have with a merchant or

Payment Initiator, including any termination notice periods. You are responsible for any loss that you suffer in connection with you cancelling or pausing a Payment Agreement, including for a breach of any agreement that you have with that merchant or Payment Initiator.

- 29.6 You are responsible for ensuring that you have sufficient funds in your account to meet the requirements of all your Payment Agreements. We are not responsible for any loss that you suffer as a result of your account having insufficient funds to meet a payment instruction under a Payment Agreement. See the "Overdrawing an Account" section in this booklet for our rights if there are insufficient funds in your account.
- 29.7 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.
- 29.8 From time to time we may ask you to confirm that your Payment Agreements are accurate and up to date. You must promptly respond to any such request. Failure to respond may result in us pausing the Payment Agreements.
- 29.9 We recommend that you allow notifications from QBANK to your smartphone to ensure that you're able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.
- 29.10 You are responsible for ensuring that:
- (a) all data you provide to us or to any merchant or Payment Initiator that subscribes to PayTo is accurate and up to date;
  - (b) you do not use PayTo to send threatening, harassing or offensive messages to the merchant, Payment Initiator or any other person; and
  - (c) any passwords/PINs needed to access the facilities we provide are kept confidential and are not disclosed to any other person.
- 29.11 All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with these terms and conditions.
- 29.12 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;
  - (ii) use of any item in combination with any hardware, software or other products or services in a manner that causes the infringement and where such combination was not within the reasonable contemplation of the parties given the intended use of the item;
  - (iii) your failure to use corrections or enhancements to Our Intellectual Property that are made available to you (except where the use of corrections or enhancements would have caused a defect in PayTo or would have had the effect of removing functionality or adversely affecting the performance of PayTo); and
  - (iv) your failure to use Our Intellectual Property in accordance with this agreement.
- 29.13 We may cancel or suspend your use of PayTo in accordance with our rights under Section 18 "CANCELLATION OF ACCESS CARD OR OF ACCESS TO INTERNET BANKING SERVICES OR BPAY®".
- 29.14 We may amend the terms and condition relating to PayTo in accordance with our rights under "Notifying Changes" section in this booklet. If you do not accept our amendments, you may cease using PayTo.
- 29.15 You must comply with all applicable laws in connection with your use of PayTo.

- 29.16 We will accurately reflect all information you provide to us in connection with a Payment Agreement in the Mandate Management Service.
- 29.17 We may monitor your Payment Agreements for misuse, fraud and security reasons. You acknowledge and consent to us cancelling PayTo facility if we reasonably suspect misuse, fraud or security issues. We will promptly notify you of any such action.
- 29.18 If you become aware of a payment being made from your account, that is not permitted under the terms of your Payment Agreement or that was not authorised by you, contact us promptly and submit a claim. We will promptly respond to all claims and if the claim is founded, we will refund your account. We are not liable to you for any payment made that was in fact authorised by the terms of your Payment Agreement.
- 29.19 We may impose daily, or other periodic, limits on the value of payments that can be made using PayTo. These limits are set out in the Table 1. Overview of QBANK Savings Accounts. We may reject any payment instructions from a merchant or Payment Initiator that will cause you to exceed any such limit. We are not liable for any loss that you or any other person may suffer as a result of us rejecting a payment instruction under this clause.
- 29.20 If your Payment Agreement is linked to a PayID:
- (a) transferring your PayID to another account (whether with us or another financial institution) will not automatically transfer the Payment Agreement to that account, and payments under the linked Payment Agreement will fail (subject to clause 29.21);
  - (b) closing your PayID will cause payments under the linked Payment Agreement to fail (subject to clause 29.21).
- 29.21 To ensure payments under a linked Payment Agreement continue after transferring or closing the PayID you will also need to either link the Payment Agreement to an account with us (see Section 25 "AMENDING A PAYMENT AGREEMENT").

## **Section 30. Privacy and PayTo**

- 30.1 By confirming a Payment Agreement 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 personal information and the details of your Payment Agreement or Migrated DDR Mandate in the Mandate Management Service, 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.

## **Section 31. Authority for PayTo instructions**

- 31.1 Your instructions in relation to a Payment Agreement must be provided in accordance with the account operating instructions for the account that is, or is intended to be, linked to the Payment Agreement. This includes instructions to confirm or decline a Payment Agreement or the merchant's or Payment Initiator's amendments to a Payment Agreement, or to amend, pause, resume, cancel or transfer a Payment Agreement. You are responsible for informing any additional account holders that a Payment Agreement requires their authorisation. For example, instructions to confirm a Payment Agreement linked to a joint account operated on an 'all to sign' basis must be provided by all the joint holders.

# 8. About the Customer Owned Banking Code of Practice

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Customer owned banking delivers customer-focused, competitive services. Customer-owned financial institutions are committed to putting their customers first.

The 2022 Customer Owned Banking Code of Practice, the code of practice for customer owned financial institutions, is an important public expression of the value we place on improving the financial wellbeing of our individual customers and their communities.

## **Our Key Promises to you are**

1. We will deliver banking services in the interests of our customers
2. We will obey the law
3. We will not mislead or deceive
4. We will act honestly and fairly
5. We will offer products and services that are fit for general purpose
6. We will deliver services with reasonable care and skill
7. We will contribute to our community

You can download a copy of the 2022 Customer Owned Banking Code of Practice at [www.customerownedbanking.asn.au](http://www.customerownedbanking.asn.au)

If you have a complaint about our compliance with the Customer Owned Banking Code of Practice you can contact the:

Customer Owned Banking Code Compliance Committee  
PO Box 14240  
Melbourne VIC 8001  
Phone: 1800 931 678  
[info@codecompliance.org.au](mailto:info@codecompliance.org.au)  
[www.cobccc.org.au](http://www.cobccc.org.au)

The Code Compliance Committee (CCC) is an independent committee, established in accordance with the Customer Owned Banking Code of Practice to ensure that subscribers to the Code are meeting the standards of good practice that they promised to achieve when they signed up to the Code. The CCC investigates complaints that the Code has been breached and monitors compliance with the Code through mystery shopping, surveys, compliance visits and complaint handling.

Please be aware that the CCC is not a dispute resolution body. To make a claim for financial compensation, we recommend you contact us first. You can contact our external dispute resolution provider, the Australian Financial Complaints Authority (AFCA) directly, however, they will refer the complaint back to us to see if we can resolve it directly with you before involving them.

**Table 1. Overview of QBANK Savings Accounts**

|   | On Call (S1)                    | Everyday Plus (S6)  | Christmas Club (S8) | Pension Plus (S12) | Mortgage Offset (S14) | NetLink Direct (S20) |              |
|---|---------------------------------|---------------------|---------------------|--------------------|-----------------------|----------------------|--------------|
| <b>Account Details</b>                    |                                 |                     |                     |                    |                       |                      |              |
| Minimum Balance                           | Nil                             | Nil                 | Nil                 | Nil                | Nil                   | Nil                  |              |
| Fixed Term                                | No                              | No                  | No                  | No                 | No                    | No                   |              |
| Interest Paid                             | Annually 30 June                | Annually 30 June    | Annually 31 October | Monthly            | N/A                   | Monthly              |              |
| <b>Account Access and Payment Methods</b> |                                 |                     |                     |                    |                       |                      |              |
| Withdrawals/Payments                      | Visa Debit Card <sup>#</sup>    | Yes                 | Yes                 | Yes                | Yes                   | Yes                  | No           |
|   | BPAY®                           | Yes                 | Yes                 | Yes                | Yes                   | Yes                  | Yes          |
|   | Counter – QBANK                 | Yes                 | Yes                 | Yes                | Yes                   | Yes                  | No           |
|   | Counter – Bank@Post             | Yes, with Visa Card | Yes, with Visa Card | No                 | No                    | Yes, with Visa Card  | No           |
|   | Direct Debits                   | Yes                 | Yes                 | No                 | Yes                   | Yes                  | No           |
|   | Member Cheques <sup>^</sup>     | Yes                 | No                  | No                 | Yes                   | Yes                  | No           |
|   | EFTPOS                          | Yes                 | Yes                 | No                 | Yes                   | Yes                  | No Visa      |
|   | PayWave                         | Yes                 | Yes                 | No                 | Yes                   | Yes                  | No           |
| International ATM                         | Yes                             | Yes                 | No                  | Yes                | Yes                   | No                   |              |
| Deposits                                  | Direct Credits                  | Yes                 | Yes                 | Yes                | Yes                   | Yes                  | Yes          |
|   | Counter – QBANK                 | Yes                 | Yes                 | Yes                | Yes                   | Yes                  | Cheques Only |
|   | Counter – Bank@Post             | Yes, with Visa Card | Yes, with Visa Card | No                 | Yes, with Visa Card   | Yes, with Visa Card  | No           |
| Transfer/ Other                           | Internet Banking <sup>**</sup>  | Yes                 | Yes                 | Yes                | Yes                   | Yes                  | Yes          |
|   | Periodical Payments             | Yes                 | Yes                 | Yes                | Yes                   | Yes                  | Internet     |
|   | NPP, PayID & Osko <sup>**</sup> | Yes                 | Yes                 | Yes                | Yes                   | Yes                  | Yes          |
|   | Sweep Facility                  | Yes                 | Yes                 | No                 | Yes                   | Yes                  | Yes          |

For information on interest rates and how interest is calculated on any of these accounts, please refer to QBANK's current Deposit Rates Schedule or contact us. For information on fees and charges associated with these accounts, including transaction fees, please refer to QBANK's current Schedule of Fees and Charges brochure or contact us.

\* ATM withdrawals using QBANK Visa Debit Cards are limited to \$2,000 AUD per card per day. Please note that some ATM owners and merchants may apply direct machine limits.

\*\* Transactions using Internet Banking, NPP and Osko are limited to \$5,000 AUD per account per day. Contact us if you require a temporary limit increase.

# Debit card transactions are limited to the available balance of your account.

<sup>^</sup> Personal cheque facilities are no longer offered. Cheque facilities remain available to existing cheque book holders only

**Table 1. Overview of QBANK Savings Accounts (cont.)**

|   | <b>Bonus Saver (S70)</b><br>(One per Member) | <b>Junior Saver (S7)</b> | <b>Teen On Call (S17)</b> | <b>Teen NetLink Direct (S18)</b><br>(One per Member) | <b>Offset Account (S16)</b><br>(No longer available) | <b>Term Deposits</b>            |     |
|---|--|--------------------------|---------------------------|--|--|---------------------------------|-----|
| <b>Account Details</b>                    |  |                          |                           |  |  |                                 |     |
| Minimum Balance                           | Nil  | Nil                      | Nil                       | Nil  | Nil  | \$2,000                         |     |
| Fixed Term                                | No   | No                       | No                        | No   | No   | Yes                             |     |
| Interest Paid                             | Monthly                                      | Monthly                  | Annually<br>30 June       | Monthly  | N/A  | Refer to Deposit Rates Schedule |     |
| <b>Account Access and Payment Methods</b> |  |                          |                           |  |  |                                 |     |
| <b>Withdrawals/Payments</b>               | Visa Debit Card <sup>#*</sup>                | No                       | No                        | Yes  | No   | No                              | No  |
|   | BPAY®  | Yes                      | Yes                       | Yes  | Yes  | Yes                             | No  |
|   | Counter – QBANK                              | Yes                      | Yes                       | Yes  | No   | No                              | Yes |
|   | Counter – Bank@Post                          | No                       | No                        | Yes  | No   | No                              | No  |
|   | Direct Debits                                | No                       | No                        | Yes  | No   | No                              | No  |
|   | Member Cheques <sup>^</sup>                  | No                       | No                        | No   | No   | No                              | No  |
|   | EFTPOS                                       | No                       | No                        | Yes  | No   | No                              | No  |
|   | Visa PayWave                                 | No                       | No                        | Yes  | No   | No                              | No  |
|   | International ATM                            | No                       | No                        | Yes  | No   | No                              | No  |
| <b>Deposits</b>                           | Direct Credits                               | Yes                      | Yes                       | Yes  | Yes  | No                              | No  |
|   | Counter – QBANK                              | Yes                      | Yes                       | Yes  | Cheques Only   | No                              | Yes |
|   | Counter – Bank@Post                          | No                       | No                        | Yes, with Visa Card                                  | No   | Yes, with Visa Card             | No  |
| <b>Transfer/ Other</b>                    | Internet Banking <sup>**</sup>               | Yes                      | Yes                       | Yes  | Yes  | Yes                             | No  |
|   | Periodical Payments                          | Yes                      | Yes                       | Yes  | Internet   | Yes                             | No  |
|   | NPP, PayID & Osko <sup>**</sup>              | Yes                      | Yes                       | Yes  | Yes  | Yes                             | No  |
|   | Sweep Facility                               | No                       | No                        | Yes  | No   | Yes                             | No  |

For information on interest rates and how interest is calculated on any of these accounts, please refer to QBANK's current *Deposit Rates Schedule* or contact us. For information on fees and charges associated with these accounts, including transaction fees, please refer to QBANK's current *Schedule of Fees and Charges* brochure or contact us.

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# Debit card transactions are limited to the available balance of your account.

^ Personal cheque facilities are no longer offered. Cheque facilities remain available to existing cheque book holders only



**QBANK North Quay**  
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**QBANK.COM.AU**

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