

***All the little details
you need to know***

GreaterBank 

***Deposit and Credit Accounts
Terms and Conditions – Part 1***

This document is Part 1 of the Terms and Conditions. The other part is Part 2 – Schedule of Fees, Charges, Transactional Limits, Early Withdrawal Reduced Interest Rates and Contact Details.

Dated 01/07/2017.

Greater Bank was established in 1945, and formed part of a group of mutual cooperatives, which commenced operations in 1923. Greater Bank remains a mutual.

Greater Bank's mission is to help our customers achieve their financial dreams by providing the best value products and services.

Greater Bank's corporate values and objectives are to:

- remain sensitive to the changing needs of our customers and make adjustments, when necessary, to meet our customer needs
- establish and maintain cooperative working relationships both within the organisation and with our clients, suppliers and other stakeholders
- display high ethical and professional standards in all aspects of our activities and treat customers and staff fairly
- continually offer a range of Deposit Account products that meet the needs of customers
- bring the services that Greater Bank offers to as many people as possible through an extensive branch network
- make a positive contribution in the communities in which we operate by being an active corporate citizen.

Greater Bank has an extensive network of branches covering Newcastle and the Hunter Valley, North Coast, Mid North Coast, Central Coast, Sydney, South Coast, Bathurst/Orange, North West region and the Gold Coast.

This Terms and Conditions booklet is issued by:

Greater Bank Limited
ABN 88 087 651 956

Membership of Greater Bank Limited

By making an application to open an account the subject of these Terms and Conditions each account holder (including each non-signing account holder) agrees to become a member of Greater Bank Limited and to be bound by its constitution.

Each account holder (including each non-signing account holder) acknowledges that the constitution includes an undertaking by each member to contribute, in accordance with the constitution, to the property of Greater Bank an amount specified in the constitution (currently \$1.00) if Greater Bank is wound up (**Membership Guarantee**).

In consideration for allowing me to act as a Benefactor, whilst ever I am a Benefactor, I agree to comply with the Membership Guarantee on behalf of the member as though I am a member of Greater Bank.

A non-signing account holder may not vote at a meeting of Greater Bank until he/she attains the age of 18 years.

Customer Owned Banking Code of Practice Compliance

The Customer Owned Banking Code of Practice is the code of practice for Australian Credit Unions, Mutual Banks and Building Societies. Its purpose is to set standards of fair and responsible banking for Mutual Banks like us to follow when dealing with individuals and small business customers and their guarantors.

We undertake to comply with this Code in our dealings with you. Each relevant provision of the Customer Owned Banking Code of Practice applies to the products and services described in this booklet and are incorporated into these Terms and Conditions.



Important information about this document

Text in bold identifies and increases the transparency of terms that prescribe discretion to us to add, vary, limit or terminate the rights, obligations or liability of a party to this agreement.

Greater Bank Limited

This Terms and Conditions booklet is an important document. It provides you with information about our products set out below so you can decide whether or not to acquire them.

The information contained in this Terms and Conditions booklet that is not materially adverse information is subject to change from time to time and is up to date as at the date stated on the cover. If this information changes, you will be able to find the updated information by contacting us on 1300 651 400 or by accessing our website greater.com.au. A paper copy of any updated information will be given to you on request without charge and applies to the following financial products:

Deposit accounts

Access Savings	Bonus Saver
Retirement Plus	Term Investment
Business Access	Term Investment (Monthly Income)
Greater Business Optimiser	Statutory Trust Account
Little Bucks	Christmas Club
Ultimate Offset	Cash Management
Life Saver	Ultimate Access

Payment facilities

BPAY® Payment	Mobile Banking
BPAY View	Visa Card
Customer Cheque	Direct Debit
Easy pay	EFTPOS
Internet Banking	Third Party Payment Service
Phone Banking	

These Terms and Conditions consist of two parts:

Part 1 This document containing a Key Features statement and the Terms and Conditions

Part 2 A schedule containing the current fees, charges, applicable transaction limits and contact details.

By becoming the holder of a Deposit Account, Credit Account or a payment facility associated with any such Deposit Account or Credit Account you may be liable to pay fees or charges depending on the way you transact on such an account or facility. Part 2 contains the information you may need about those fees or charges. Please contact us immediately if you have not received both parts.

Important

Subject to the following paragraph, the first use of a financial product to which these Terms and Conditions apply will indicate that you understand and agree to be bound by the Terms and Conditions contained in this booklet.

If you are a non-signing account holder, the first use of your Life Saver Account after the removal of all Benefactors will indicate that you understand and agree to be bound by the Terms and Conditions contained in this booklet and agree to comply with the Membership Guarantee.

Privacy disclosure

We collect personal information about you to assess an application for any product covered by these Terms and Conditions. If your personal information is not provided we cannot open any account or provide you with any access to the products in these Terms and Conditions. In the process of delivering our services and complying with the law we may disclose your personal information to organisations to whom we outsource functions such as a mailing house ("service providers"), or in any other way or to any other person, while acting reasonably and in accordance with the Privacy Act including where other laws oblige us to provide the same. In some circumstances, to provide you with a particular product or service, we may send information to an overseas service provider. If we do we will take reasonable steps to ensure your information is protected. The countries we may send information to include New Zealand, the United States of America and/or Germany. If you do not want us to do this, we may be unable to provide you with the service or product.

We are required by Australian law to collect information about your identity. We are also required to provide details of certain cash transactions to AUSTRAC.

We may also use your personal information to tell you about other products and services offered or distributed by us or any of our related companies. To do that, we may disclose your personal information to the organisations whose products we distribute and to our service providers. If you do not want us to use or disclose your personal information for this purpose, please contact our Customer Service Centre on 1300 651 400.

In most cases, you can gain access to your personal information that we hold. Please contact us on 1300 651 400 for details.

For a copy of our Australian Privacy Principles and Credit Information Policy visit any Greater Bank branch or greater.com.au.

Key features

Using your:

Access Savings	Bonus Saver
Retirement Plus	Term Investment
Business Access	Term Investment (Monthly Income)
Greater Business Optimiser	Statutory Trust Account
Little Bucks	Christmas Club
Ultimate Offset	Cash Management
Life Saver	Ultimate Access

The benefits include that you may:

- deposit money into your account we establish for you
- earn interest (where applicable) on the money deposited into your account at current interest rates
- withdraw that money either at one of our branches or, if you have a card, using that card at ATMs in Australia
- arrange for money to be withdrawn from your account by Direct Debit or by individual payments by you through third party systems (such as BPAY)
- make purchases using your card at any EFTPOS facilities operated by merchants
- use Internet Banking or Phone Banking to deposit, withdraw and transfer funds as well as confirm previous transactions
- use other payment facilities that are available on your account. Other benefits of using a payment facility are set out in clause 6 of these Terms and Conditions.

Not all of the features are available with every type of account. You should consider what type of account suits your requirements. We also offer a range of personal, home and business loans that may be linked with some of the accounts.

If your account is a Statutory Trust Account, the account will limit usual features. Please refer to section 4.2 and section 10.

The current limits on transactions are set out in Part 2 of these Terms and Conditions.

This Terms and Conditions booklet explains the way in which these features operate.

Design features

Our deposit products have features designed for your particular requirements. Subject to the Terms and Conditions our deposit products are designed as follows:

If you have a home loan, excluding:

- a) Line of Credit, Basic/Great Rate Home Loan, Ultimate Home Loan or Mortgage Express (this product is no longer available for sale); or
- b) a qualifying personal loan approved prior to 1 July 2008 you can link it to your account*.

Account type **Design features**

Access Savings An account that offers interest and accessibility via a card, passbook, chequebook or electronic payment facilities and regular statement if card only or statement only is selected.

Ultimate Access An account that offers accessibility via a card, chequebook or electronic payment facilities and regular statement. No interest is payable on money held in the account. Rather, provided the account stays open and the Ultimate Threshold Amount (i.e. minimum monthly deposit) requirements are satisfied, we will not debit your Ultimate Access Account with the Deposit Account Transaction Fees set out in Part 2. See Part A: Meaning of Words of this Part 1 for more details on the definition of Ultimate Threshold Amount.

Retirement Plus An account that offers accessibility via a passbook, card, chequebook or electronic payment facilities for customers aged 55 years or older. Interest is paid monthly and regular statements are issued if card only or statement only is selected.

Business Access An account designed for business operators with accessibility via a card, passbook, chequebook and electronic payment facilities, having special features (such as payroll deductions, deposit and clearance of merchant paper, regular statements if card only or statement only is selected and monthly statements on request) to assist the smooth operation of your business.

Greater Business Optimiser An account designed for businesses looking to earn a higher rate of interest with access to money at call. It has accessibility via a card, passbook, chequebook or electronic payment facilities, having special features (such as payroll deductions, deposit and clearance of merchant paper, regular statements if card only or statement only is selected and monthly statements on request).

Little Bucks A passbook account for children under 18 years of age that pays interest and offers fee concessions, which converts to an Access Savings Account on the first business day of the month after the child's 18th birthday.

Christmas Club A passbook or statement account to help you budget for a stress-free Christmas. The balance of your account is transferred to a nominated Greater Bank account in time to do your Christmas shopping.

Cash Management An account that pays a higher rate of interest if the balance exceeds the nominated amount.

Bonus Saver A statement-only account that pays a higher rate of interest if at least one (1) deposit and no withdrawals are processed in a calendar month.

Life Saver An account for a customer under 25 years of age that pays a higher rate of interest if the balance (excluding interest) increases each calendar month (**Balance Condition**). You can link a Life Saver Account to an Access Savings Account in the same name. Where the Balance Condition in respect of a Life Saver Account is met in a calendar month we will not charge you any Greater Bank transaction fees in relation to your Access Savings Account. When the account holder attains the age of 25 years Greater Bank transaction fees will be charged in relation to your linked Access Savings Account irrespective of whether the Balance Condition is met.

Term Investment An account that pays a higher rate of interest for a fixed term nominated by you up to 60 months provided you start with the minimum opening balance.

Term Investment (Monthly Income) A passbook account similar to a Term Investment Account where interest is paid monthly to a nominated account.

Ultimate Offset A statement or card-only account, transaction-fee free, exclusively for Ultimate Home Loan borrowers, where interest earned on deposited funds is 100% offset against the interest charged on the outstanding loan balance of the linked variable Ultimate Home Loan.

Where you link that particular loan to your account*, you will be entitled to either an account free of Greater Bank transaction fees or an extra fee subsidy if that account is a Business Access Account or Greater Business Optimiser Account.

*Excludes Little Bucks Account, Christmas Club Account, Bonus Saver Account, Life Saver Account, Ultimate Access, Ultimate Offset Account, Term Investment Account and Term Investment (Monthly Income) Account and Statutory Trust Account.

A Loan Saver arrangement means that any interest that would otherwise be payable on your account is offset against interest charged on your loan. (This facility is no longer available. Existing Loan Saver arrangements will remain in place until terminated.) See clause 10 of these Terms and Conditions for eligibility and details.

If you have a card you can access your funds via ATMs Australia-wide (including non-Greater Bank ATMs and by EFTPOS). If you access your funds using a Westpac Group ATM you will not receive a direct charge by the owner of the Westpac Group ATM. If you have a Visa Card you can also access your funds worldwide, wherever Visa International is accepted.

If you qualify as a charity or community based organisation you are entitled to additional fee allowances as set out in Part 2 of these Terms and Conditions.

You will not pay any additional fees when opting to use Phone Banking or Internet Banking.

Risks: As with most investment products you are reliant on the ability of the issuer, in this case us, to meet our obligations to you under the terms of the particular product. Additionally interest rates may change. This means that where your product has a variable interest rate, you may experience a reduction in interest income. Investing in a Term Investment Account provides protection from falling interest rates during the term. The interest rate is fixed provided you do not withdraw funds prior to the Maturity Date. However, you forgo the opportunity to benefit from rises in rates during that term. Risks in relation to payment facilities are set out in clause 6 of these Terms and Conditions.

Current costs

The current costs of using our financial products are set out in Part 2 of these Terms and Conditions. We do not charge fees for establishing or closing your account.

Further information about payment facilities that your account can have

Your account may have the following payment facilities:

BPAY Payment	Mobile Banking
BPAY View	Visa Card
Customer Cheque	Direct Debit
Easy pay	EFTPOS
Internet Banking	Third Party Payment Service
Phone Banking	

The following table indicates what payment facilities can apply to particular accounts. You will need to inform us which payment facilities are required before they are made available to you.

Payment facility	BPAY	Easy pay	Third Party Payment Service	Visa Card	Internet Banking	Phone Banking	Mobile Banking	EFTPOS	Direct Debit	Customer Cheque
Account type										
Access Savings Account	✓	✓	✓	✓*	✓	✓	✓	✓*	✓	✓
Ultimate Access	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Retirement Plus Account	✓	✓	✓	✓*	✓	✓	✓	✓*	✓	✓
Business Access Account	✓	✓	✓	✓*	✓	✓	✓	✓*	✓	✓
Greater Business Optimiser Account	✓	✓	✓	✓*	✓	✓	✓	✓*	✓	✓
Little Bucks Account	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Christmas Club Account		*			*	*	*			
Cash Management Account	✓	✓	✓		✓	✓	✓		✓	†
Bonus Saver Account					✓	✓	✓			
Term Investment Account					~	~	~			
Term Investment (Monthly Income) Account					~	~	~			
Ultimate Offset Account	✓	✓	✓	✓*	✓	✓	✓	✓*	✓	✓
Life Saver Account					✓	✓	✓			

*: Indicates deposits can be made into these accounts using the identified facility. ~ Not available if a Passbook-Only Account is selected. ~ Indicates that the facility is available only during the 10 days following rollover. † Indicates the facility is only available on accounts with an existing Customer Cheque arrangement prior to 9 October 2006.

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Part A – Meaning of Words

In these Terms and Conditions, some words have special meanings as set out in this section. Where a word is used in these Terms and Conditions with a special meaning, we generally commence that word with a capital letter.

“Access Card” means a card issued by us other than a Visa Card the function of which is to access the Access Card holder’s account with us.

“Access Code” means:

- a) in the case of Internet Banking, the password used in conjunction with your username to access Greater Bank’s Internet Banking Site
- b) in the case of Phone Banking, the code used in conjunction with your account number to access Phone Banking
- c) in the case of transactions made using a card, the PIN issued to you or any additional authorised cardholder for use in conjunction with that card, which:
 - i. is known to the user and is intended to be known only to the user or only to the user and us
 - ii. we require the user to keep secret
 - iii. the user must provide (in any manner) through a card or electronic equipment in order to access your account; and includes any changes to or replacements of those codes.
- d) in the case of Mobile Banking:
 - i. the password used in conjunction with your username to access Mobile Banking; or
 - ii. the 4-digit user-generated code created in Mobile Banking or some other password or code to access Mobile Banking.

“Access Method” means any method we make available to users in order for users to give us authority to act on an instruction when using Electronic Equipment to debit or credit an EFT Account. An Access Method comprises one or more components including (but not limited to) cards, identifiers, access codes or a combination of these, but does not include a method that requires a manual signature with a written specimen signature, where the comparison of the manual signature with the specimen signature is the principal means of authenticating the authority to give us an instruction.

“Account” means the account or accounts we establish in your name, or in your name jointly with another person or persons for the following products:

Access Savings	Bonus Saver
Retirement Plus	Term Investment
Business Access	Term Investment (Monthly Income)
Greater Business Optimiser	Statutory Trust Account
Little Bucks	Christmas Club
Ultimate Offset	Cash Management
Life Saver	Ultimate Access

“Account Access Service” means a service for the purposes of which either or both of the following apply:

- a) The user must provide one or more Access Codes to a service provider to enable the service provider or another person to access accounts at a financial institution on behalf of the user

b) The user must record or store one or more Access Codes in a manner required by the service provider to facilitate the user, the service provider or another person acting on the user's behalf to access EFT Accounts at an account institution using that Access Code or codes.

"Additional Cardholder" means a person other than you who has Card access to your account.

"ADI" stands for authorised deposit-taking institution and has the same meaning as in the *Banking Act 1959* (Cth).

"Amount Owing on your Credit Account" has the same meaning as debit balance of your Line of Credit account in your Line of Credit contract.

"Applicable Law" means the *Property Stock and Business Agents Act 2002* (NSW) and the *Legal Profession Act 2004* (NSW) (and any regulations made under them) as amended, varied, replaced or substituted from time to time.

"ATM" means automatic teller machines or cash-dispensing units owned by us or another ATM owner.

"ATM Owner" means any bank, building society, credit union or other party that owns an ATM.

"Authorised Signatory" means you or any person authorised to operate your account.

"Balance Condition" means the condition where the account balance of the Life Saver Account at the end of the month must be higher than the account balance of the Life Saver Account at the beginning of the month in order to earn interest on that account.

"Banking Business Day" means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia which is not a Saturday, a Sunday or any public or bank holiday.

"BECS" means the system known as Bulk Electronic Clearing System that has the role of managing the conduct of the exchange and settlement of bulk electronic low value transactions in Australia.

"Benefactor" means a natural person authorised to operate a Life Saver Account on behalf of a non-signing account holder as if he/she were an Authorised Signatory subject to specific conditions provided for elsewhere in this document (for example, clause 19A).

"Beneficial Owner" means any person who ultimately controls an account, directly or indirectly, and as defined by the Anti-Money Laundering and Counter-Terrorism Financing Rules at Part 1.2.

"Biller" means an organisation that issues bills to you, which can be paid at your request through the BPAY Scheme.

"BPAY Biller Facility" means the facility we provide to enable you to gain access and use of the BPAY Scheme.

"BPAY Payments" means payments that you have instructed us to pay to Billers through the BPAY Scheme.

"BPAY Scheme" means the electronic payment scheme operated by BPAY Pty Ltd (ACN 074 137 318) through which you instruct us to make payments to Billers who can accept payments made to them through this scheme.

"BPAY View" means the facility used via our internet Banking Service that allows you to access an electronic summary of regular bills issued by participating billers.

"Business Account" means a Business Access Account, Greater Business Optimiser Account and Business Line of Credit Account.

"Business Day" means a day we are open for business, but does not include Saturday, Sunday or any public holiday.

"Card" means any Access Card or Visa Card we issue to you or an Additional Cardholder for use on your account.

"Chargeback" means a request by you for a reversal of a transaction where a dispute exists between you and a merchant over that transaction in accordance with the Visa Card scheme rules.

"Cheque Express Deposit" is a facility to enable individual and business customers to quickly deposit cheques.

"Cleared Funds" means the balance of your account or the available balance of your Line of Credit Account (where that account operates as a debit facility only), less the sum of:

- the minimum balance (if applicable)
- cheques deposited to that account that have not been cleared
- any other deposits made to that account that have not been cleared
- any applicable fees or charges charged by us to that account and Government Charges charged to that account.

"COBCOP" means the Customer Owned Banking Code of Practice.

"Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments" means the agreement between Centrelink and financial service providers that ensures consumers receiving income support payments have access to a reasonable amount of money to live on, even when they are indebted to us.

"Credit Account" means either a Line of Credit, or Mortgage Express Account (Mortgage Express is no longer available for sale) or credit card for the purposes of a Line of Credit, Mortgage Express Loan or credit card contract you have with us except to the extent that terms and conditions for credit cards are dealt with in the Credit Card Conditions of Use.

"Credit Limit" has the same meaning as that term in the Line of Credit contract we have with you.

"Customer" means you.

"Customer Cheque" means a business or personal cheque that we issue to you for your use as the drawer of that cheque.

"Cut-Off Time" means the time specified in clause 74 of these Terms and Conditions.

"Daily Transaction Limit" means the limit referred to in clause 4 of these Terms and Conditions.

"DDR" means a Direct Debit Request you must provide to your customers in accordance with the BECS rules.

"DDR Service Agreement" means a Direct Debit Request Service Agreement you must enter into with your customers in accordance with the BECS rules.

"Direct Debit" means a payment facility through which regular periodic payments are made from your account (other than Christmas Club, Bonus Saver, Life Saver and Term Investment Accounts) or your Credit Account to any Greater Bank or other financial institution account.

“Easypay” means a payment facility offered by us for payments to be made from your account (other than Christmas Club, Bonus Saver, Life Saver and Term Investment Accounts) or your Credit Account to any Greater Bank or other financial institution account. It includes regular periodic or one-off future-dated payments.

“EFT Account” means an account from or to which you can transfer funds through Electronic Equipment by use of an Access Method.

“EFTPOS” means a point of sale electronic banking facility available at retail or wholesale outlets.

“EFT System” means the network of electronic systems used for the transmission of EFT Transactions.

“EFT Transactions” means a transfer of funds initiated by giving an instruction to us through Electronic Equipment using an Access Method to debit or credit an EFT Account. An EFT transaction includes, without limitation, a transaction undertaken using a card and an Access Code via EFTPOS or ATM or a transaction undertaken using Internet or Phone Banking.

“Electronic Equipment” includes electronic terminal, computer, telephone and Mobile Device.

“ePayments Code” means the Code of Conduct that we have signed up to follow and which sets out rules about how electronic funds transfers should work.

“Excess Amount” has the same meaning as that term in the loan contract for a Mortgage Express loan.

“Exclusive Benefit Trust Account” is a type of trust controlling an account held by a Licensee for the exclusive benefit of one client or for the exclusive benefit of both vendor and purchaser in a sale transaction. In Queensland this is called a “special trust account”.

“Express Deposit Slip” means the deposit slip that forms part of the Cheque Express Deposit envelope.

“Financial Institution Cheque” (F.I. Cheque) is a cheque that is issued by us and drawn on us. It has similar status to a bank cheque.

“Foreign Cheque” means a cheque or other negotiable instrument issued by or drawn on a financial institution other than an ADI, or a cheque or other negotiable instrument drawn other than in Australian currency.

“Government Charges” means income tax, all additional government stamp and other duties, fees and charges that may apply to the account or Credit Account whether or not you are primarily liable to pay these charges.

“Greater Bank Direct Debit User Facility” means the facility we provide to enable you to gain access and use of BECS.

“Greater Bank’s Internet Banking Site” means the internet site designated as greater.com.au.

“GST” means any tax imposed on the supply of any goods or services, real or personal property or other similar things or similar tax.

“Internet Banking” means any service we offer through the internet to enable you to receive information from us and to transmit instructions to us electronically, in relation to an account, Credit Account or other matter we specify.

“Licensee” means an entity authorised to open and operate a Statutory Trust Account under the applicable law.

“Linked Account” means:

- a) with respect to Bonus Saver Accounts, the nominated Deposit Account, with the exception of Christmas Club and Term Investment Accounts, held by us in the same name or names as the Bonus Saver Account in which the funds from the Bonus Saver Account are transferred into
- b) with respect to Life Saver Accounts, the nominated Access Savings Account held in the same name as the Life Saver Account.

“Loan Saver” means a home loan or personal loan you hold with us where the interest charged on that home loan or personal loan is offset with interest earned on an Access Savings Account you hold with us. The interest is credited against the relevant loan account on Access Savings Account balances over \$1.00 at the Loan Saver Rate. This is calculated daily on the whole balance. (This facility is no longer available. Existing Loan Saver arrangements will remain in place until terminated.)

“Loan Saver Rate” means the interest rate specified by us, and can be obtained by visiting any Greater Bank branch, phoning our Customer Service Centre on 1300 651 400 or by accessing our website www.greater.com.au.

“Maturity Date” in respect of a Term Investment Account means the date until which the interest rate applicable to that Term Investment Account remains fixed (assuming there is no withdrawal of funds before that date).

“Merchant” means a supplier of goods or services purchased using your card.

“Merchant EFTPOS Facility” means EFTPOS terminals and the combination of hardware, software, communication lines and operational procedures that facilitate the authorisation and reconciliation of EFTPOS transactions.

“Mobile Banking” means any service we offer as an extension of Internet Banking that enables you to receive information from us and to transmit instructions to us electronically, in relation to an account, Credit Account or another matter we specify, using a Mobile Device capable of accessing the internet.

“Mobile Device” means a computing device, typically having a display screen with touch input and/or a miniature keyboard and which generally are compact enough to fit into a pocket like a smart mobile phone to provide the convenience of certain aspects of a conventional computer, in environments where carrying one would not be practical.

“Monthly Fee Allowance” means the fee allowance set out in Part 2 of these Terms and Conditions.

“Nominated Amount” means the amount you select to generate an SMS and/or Email Alert, excluding alerts for the purposes of Customer Cheques. The alert will be sent if the amount of the transaction is greater than or equal to the amount you have selected.

“Non-signing Account Holder” means a natural person who is an account holder in respect of a Life Saver Account without operating privileges.

“Other Greater Deposit Accounts” means all deposit products (other than your applicable Ultimate Access Account) held by you from time to time with us whether on your own or jointly with any other person or entity.

“Password” means, in the case of Internet Banking, the codes used in conjunction with your username to access Greater Bank’s Internet Banking Site. In the case of Mobile Banking, this is your 4-digit code or other code or password we provide to you.

“Payment” includes a payment in connection with a Payment Service.

“Payment Cut-Off Time” means the time specified in clause 68.2 “Processing Payments”.

“Payment Date” means the date on which you instruct us to make a payment.

“Payment Facility” means each of the following services offered by us:

BPAY Payment	Mobile Banking
BPAY View	Visa Card
Customer Cheque	Direct Debit
Easypay	EFTPOS
Internet Banking	Third Party Payment Service
Phone Banking	

“Payment Service” means a single or periodic payment we make on your behalf from your account or Credit Account to:

- another account you or a third party hold with us
- a Credit Account or other loan account you or a third party hold with us
- another financial institution.

“Phone Banking” means any service we offer through the telephone to enable you to receive information from us and to transmit instructions to us through the telephone, in relation to an account, Credit Account or other matter we specify.

“PIN” means your personal identification number we give you definition conjunction with your Card.

“Recognised Sanctions” means any sanction imposed by the United Nations Security Council or Australia.

“Reduced Interest Rate” means the interest rate applicable to your Term Investment Account following you requesting your funds or any part of them before the applicable Maturity Date. The Reduced Interest Rate is the applicable percentage rate per annum (p.a.) The Reduced Interest Rate rate applicable at any given time is available on Greater Bank’s website.

“Statutory Trust Account” means a general trust account opened by you in accordance with the applicable law.

“Term Investment Account” means any Term Investment or Term Investment (Monthly Income).

“Terminal” means an electronic device (including an ATM, point of sale terminal or any other electronic funds transfer device) in which your card may be used to operate on an account or Credit Account, but does not include Internet Banking or Phone Banking.

“Terms and Conditions” means this document apart from the Key Features Statement.

“Third Party Accounts” means an account the holder of which is a person other than you.

“Third Party Cheque” means a cheque for which the named payee differs from the name of the account to which the cheque is being deposited.

“Third Party Payment Service” means a payment facility offered by us for single payments to be made from your account or your Credit Account to another financial institution account.

“Ultimate Offset Account Rate” means the equivalent interest rate from time to time applicable to your variable Ultimate Home Loan.

“Ultimate Home Loan” means a particular loan product offered by us.

“Ultimate Threshold Amount” means in respect of your Ultimate Access Account the total sum of two thousand dollars (\$2,000.00) regardless of whether its one or several deposits.

“User” means you and (where permitted by us) any person you authorise to use an Access Method to give instructions to debit or credit an account or Credit Account.

“Username” means the customer number we give you to use in conjunction with your password to access Greater Bank’s Internet Banking Site and includes any changes to or replacement of that number.

“Visa Card” means a card branded as a Visa Debit or Visa Credit Card a function of which is to access the Visa Card holder’s account or Credit Account with us.

“We”, “us” and “our” means Greater Bank Limited and our successors and assigns.

“Westpac Group ATM” means an ATM owned or operated by Westpac Banking Corporation, St George Bank Limited, Bank of Melbourne and Bank SA, which is connected to the Westpac ATM Network. Westpac Group ATM excludes ATMs located in BP Service Stations branded St George or Bank SA.

“Westpac ATM Network” means the system owned or operated by Westpac Banking Corporation to enable the exchange, authorisation, reconciliation and settlement of an EFT Transaction carried out using a Westpac Group ATM.

“You” and “your” means the account holder of the account or Credit Account subject to these Terms and Conditions or if there is more than one of you then all of you jointly and each of you severally. You includes your successors and assigns.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it
- law means common law, principal of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them and consolidation, amendments, re-enactments or replacement of them)
- any thing includes the whole and each part of it
- times in these Terms and Conditions are based on Eastern Standard Time or Eastern Daylight Saving Time when in operation.

Part B – General Terms and Conditions

These Terms and Conditions apply to any account and any payment facility that we provide to you.

1. Opening an Account

- 1.1. You must provide us with any information that we reasonably require to open any account or provide any payment facility.
- 1.2. **We may, acting reasonably and in accordance with any applicable law, refuse to open an account or provide a payment facility.**

Important

In addition to our rights under section 24.12, we may refuse to open an account or Credit Account or close an existing account or Credit Account without providing a reason, where in our reasonable opinion, you, your Authorised Signatory, a Benefactor, your agent or any Beneficial Owner:

- a) is knowingly involved or associated with a criminal or anti-social activity that may be detrimental to us, our property, profitability or reputation
 - b) is subject to a Recognised Sanction
 - c) transgresses or seeks to transgress requirements under the *Anti-Money Laundering Counter-Terrorism Act 2006* or any other Australian law
 - d) has breached a term or condition of a product associated with or related to an account or Credit Account.
- 1.3. To open a Little Bucks Account you must be under 18 years of age. **Notwithstanding we may, in our absolute discretion, determine that the person under 18 years of age is unable to understand these Terms and Conditions and may refuse to open the account.** A Little Bucks Account may be opened as a trust account for a child by a trustee where the beneficiary is under 18 years of age. A Little Bucks Account automatically converts to an Access Savings Account on the first business day of the month after the child's 18th birthday.
 - 1.4. To open a Retirement Plus Account with us you must be over the age of 55.
 - 1.5. To open a Christmas Club Account you must be a natural person and nominate another account other than a Bonus Saver or Term Investment Account into which your money will be automatically transferred on 1 November next following. Your Christmas Club Account will remain open for each following year provided \$1.00 has been deposited to that account by 30 June the following year.
 - 1.6. To open a Bonus Saver Account you must be a natural person. Accounts will be opened in individual or joint names only. Trust Account types are not available for this product.
 - 1.7. To open an Ultimate Access Account you must be a natural person. Accounts will be opened in individual or joint names only. Trust Account types and sole trader type are not available for this product.
 - 1.8. To open a Statutory Trust Account you must be a Licensee.

- 1.9. To open a Statutory Trust Account, you must have with us either a Greater Business Optimiser or Business Access Account in the name of the Licensee linked to the same ("the linked business account"). The name in which a Statutory Trust Account is opened must comply with any requirements under the applicable law.
- 1.10. To open a Life Saver Account you must be a natural person under 25 years of age. If we, in our absolute discretion, determine that a person under 18 years of age is unable to understand these Terms and Conditions, we may refuse to open the account unless a Benefactor is appointed. A Life Saver Account can be opened in a natural person's name only.
- 1.11. To open an Ultimate Access Account you must be a natural person 14 years of age or over. Accounts will be opened in Individual or Joint Name only. Trust Account types and sole trader types are not available for this product.
- 1.12. If your account is linked to your Ultimate Home Loan your account must be in the name of at least one of the borrowers on the Ultimate Home Loan.
- 1.13. Where you have an existing Access Savings Account you can convert the same to an Ultimate Access Account at any time.
- 1.14. You can on request convert an existing account to an Access Savings Account when the terms and conditions governing those accounts will take effect.

2. Opening Balance

- 2.1. In order to open an account a minimum amount as follows is required:

Account	Minimum Opening Balance
Access Savings Account	\$1.00
Ultimate Access	\$1.00
Retirement Plus Account	\$1.00
Business Access Account	\$1.00
Greater Business Optimiser Account	\$1.00
Little Bucks Account	\$1.00
Christmas Club Account	\$1.00
Cash Management Account	\$1.00
Bonus Saver Account	\$1.00
Term Investment Account	\$1,000.00
Term Investment (Monthly Income) Account	\$1,000.00
Statutory Trust Account	\$0.00
Ultimate Offset Account	\$1.00
Life Saver Account	\$1.00

3. Minimum Balance

- 3.1. You must ensure that the balance of your account is never less than the amount we call the minimum balance or, where a minimum opening balance applies, that the opening balance of your account is not less than that amount.
- 3.2. The minimum balance for accounts (other than Term Investment Accounts and Statutory Trust Accounts) is \$1.00. The minimum balance for Term Investment Accounts is the minimum opening balance.
- 3.3. **We may, acting reasonably and in accordance with any applicable law, change the minimum balance or the minimum opening balance, at any time, at our absolute discretion.**
- 3.4. **Where the balance of your account falls below the minimum opening balance we may close your account or remove any payment facility.**

4. Deposits and Withdrawals

- 4.1. You may make deposits to and withdrawals from your account at any Greater Bank branch. If your account can be accessed by a card, withdrawals may be made from an ATM or via EFTPOS.
- 4.2. If your account is a Statutory Trust Account you can make deposits at any Greater Bank branch, by transferring funds using Internet Banking or arranging an electronic funds transfer from another institution. You can only make withdrawals from your Statutory Trust Account in the following ways (subject to any requirements of the applicable law):
- cheque withdrawals
 - Internet Banking transfers
 - electronic funds transfers to another Greater Bank account or an account at another financial institution.
- A Statutory Trust Account will not be issued with a card and funds in the same cannot be withdrawn in cash.
- 4.3. You cannot draw against any cheque deposited into your account until it has cleared. **We may acting reasonably refuse to accept any cheque for deposit at our absolute discretion.**
- 4.4. You can withdraw money or obtain credit under your Credit Account from any of our branches or if you have an account or Credit Account that can be accessed by a card. Withdrawals may be made from an ATM or via an EFTPOS facility.
- 4.5. **We can, at our absolute discretion, acting reasonably impose daily withdrawal limits on amounts you can withdraw:**
- from your account at any Greater Bank branch**
 - to obtain credit under your Credit Account at any Greater Bank branch**
 - from an ATM or through EFTPOS.**
- We may vary the amount of these limits at any time, at our absolute discretion. You will be notified of these changes in accordance with clause 20 of these Terms and Conditions.
- 4.6. We may require proof of your identity that is satisfactory to us before paying any withdrawal from your account or Credit Account.

- 4.7. **To the extent permitted by law we reserve the right to recover, at any time, from your account the amount of any deposit made to your account when we are made aware of any of the following:**
- that the deposit was made in error, including any error with respect to the amount of the deposit**
 - you were not the intended recipient of the proceeds of the deposit.**
- 4.8. If your account is a Bonus Saver:
- withdrawals can only be made by way of transfer to your Linked Account (by Internet Banking, Phone Banking or branch transaction) or by closing the account at any Greater Bank branch.
- 4.9. When depositing cheques into your account you must ensure that they are made payable to you, "cash", or signed over to you. We may not accept cheques that are not correctly signed over.
- 4.10. You cannot draw against any cheque deposited with us into your account (including a Financial Institution Cheque or bank cheque) until it has cleared. We will usually credit your account with the cheque funds within 3 business days; however, it may take longer. **Notwithstanding the preceding if for any reason we allow you to draw on any cheque before it has cleared, you will be liable for the amount of the cheque if it is subsequently dishonoured.**
- 4.11. Notwithstanding clause 4.10 if we have credited your account with any cheque deposited before it has cleared, to the extent permitted by law we reserve the right to, (and you authorise us to), debit your account for the amount of that cheque if it does not clear. Please note this may lead to deposits not meeting the Ultimate Threshold Amount and so make you liable to the Deposit Account Transactions Fees identified in Part 2 of these Terms and Conditions. To the extent permitted by law we reserve the right to recover, at any time, from your account the amount of any cheque deposit made to your account when we are made aware of any of the following:
- that the deposit was made in, or included an error with respect to the amount of the cheque
 - the cheque is considered counterfeit or otherwise fraudulent
 - you were not the intended recipient of the proceeds of the cheque.
- 4.12. Where a Foreign Cheque is deposited into your account, we may either credit the proceeds to your account or send the Foreign Cheque for collection. Where the Foreign Cheque is credited to your account we may take up to 40 Business Days to clear the Foreign Cheque. Where the Foreign Cheque is sent for collection the foreign currency amount of your cheque will be credited to your account at the Australian dollar amount. It may take up to six weeks for us to receive value for any Foreign Cheque sent for collection and for your account to be credited with the Australian dollar amount. **If your Foreign Cheque subsequently dishonours we reserve the right to recover from your account the Australian dollar amount to the value of the Foreign Cheque at the time of dishonour. This amount may differ to the Australian dollar amount initially credited to your account.**

4.13. **If your cheque (or Foreign Cheque) is dishonoured we reserve the right to recover the Australian dollar amount of the cheque and any fees incurred by us or any other financial institution when we process these items.** For details on our current fees see Part 2 of these Terms and Conditions.

- 4.14. You can arrange to deposit funds to your account at any ANZ branch. Where deposits are made in this manner:
- funds will be deposited to your account on the next business day
 - there will be a three (3) business day period before the funds have cleared, regardless of the amount of the deposit or whether it was made by cash or cheque
 - you will be provided with a deposit book to deposit the funds. All deposit books remain the property of us and ANZ. **Subject to any rights that cannot be excluded by law we are not liable for any loss or damage suffered by you or any other person arising either directly or indirectly from depositing funds in accordance with this clause as a result of errors, inaccuracies, omissions or delays.**

We reserve the right to terminate the deposit facility at any time. When exercising this discretion we will do so acting reasonably and in accordance with any applicable law.

Nothing in this clause affects any right of recovery we may have against you arising from the Terms and Conditions contained within this document.

- 4.15. Third Party Cheques and Foreign Cheques will not be accepted by Cheque Express Deposit.
- 4.16. To utilise the Cheque Express Deposit facility cheques must be deposited in the Cheque Express envelope, with a fully completed Express Deposit Slip into a receptacle box. Both the Cheque Express envelopes and receptacle boxes are available within selected branches.

5. SMS and Email Alerts

- 5.1. You may elect to receive SMS or email alerts for information regarding:
- Account balances daily, weekly, fortnightly, monthly or when the balance reaches a Nominated Amount
 - All deposits, or deposits for a Nominated Amount made to your account
 - All withdrawals, or withdrawals for a Nominated Amount debited from your account, including direct debits
 - All direct credits, or direct credits for a Nominated Amount made to your account.
- 5.2. Transactions that generate an alert message and occur after 11.00pm and before 8.00am will be sent at 8.00am the next day. Due to the delay in these messages being sent by us and received by you, information contained in these alerts is only accurate at the time of the nominated transaction and should only be relied upon as a reflection of your account status at that time. Balance alerts will be sent at approximately 8.00am. **To the extent permitted by law, we will not be liable for alerts or emails sent by us to the contact details provided and not received by you.**
- 5.3. You may select a start and/or end date for this service. If you do not select an end date, the service will continue until you notify us.

- 5.4. Fees and charges apply to this service. Our current fees and charges are contained in Part 2 of these Terms and Conditions.
- 5.5. Full SMS and email alert services are available on Access Savings, Ultimate Access, Retirement Plus, Ultimate Offset, Business Access, Greater Business Optimiser, Cash Management and Bonus Saver Accounts. Mortgage Express Accounts are excluded from all balance alerts. Line of Credit Account balance alerts will be based on the available balance.

6. Payment Facilities

- 6.1. If you opt to utilise one of our payment facilities the benefits include:
- being able to make payments outside business hours
 - possibly reducing the risks associated with loss or theft of cash
 - access to dispute resolution procedures that provide for allocating loss for unauthorised transactions as more fully set out in parts of these Terms and Conditions following
 - providing a more cost efficient way for you to make payments when compared with cash (subject to the way you use a payment facility).
- 6.2. If you opt to utilise one of our payment facilities any associated risk will depend in part on the way you use them. Those risks include:
- unauthorised use of a payment facility by a third party, which may occur if your means of access to the payment facility is lost or stolen
 - technical errors affecting the system used for processing payments which may, among other matters, prevent the timely and accurate completion of payments.

To reduce these risks, you should ensure that you take appropriate steps to protect the security of the payment facilities offered with your account and carefully check your statements and notify us of any errors. Some payment facilities have specific rules that affect what you must do to reduce risks arising from your use of payment facilities or the extent of your liability arising from those risks.

7. Easypay Payments, Third Party Payment Services and Other Payments

- 7.1. This clause applies if you arrange for us to make payments, other than using BPAY or EFT from your account or Credit Account to any account or Credit Account held by us, or an account held by you or a third party with another financial institution. This clause does not apply to BPAY or EFT transactions.
- 7.2. You must give us the information we require to enable us to make a payment. This information may include the BSB, account numbers, and account name of the accounts from and to which payments are to be made.

Important

You must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check and are not responsible for checking that any information you give us is correct, including (but not limited to) checking that the BSB and account numbers correspond to the account name of which you advise us. You are liable for any payment we carry out in accordance with those instructions.

Important

- 7.3. If you mistakenly make an internet payment to a third party and:
- you report the mistaken payment to us within 10 days
 - we are satisfied that a mistaken payment has occurred
 - there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken payment) the receiving ADI is satisfied that a mistaken internet payment has occurred
- the funds will be returned to you as soon as practicable without requiring consent from the unintended recipient.

- 7.4. If you mistakenly make an internet payment to a third party and both the sending ADI (us) and the receiving ADI are satisfied that a mistaken internet payment has occurred but sufficient credit funds are not available in the account of the unintended recipient you may be liable for any portion of the amount unable to be recovered by the receiving ADI.
- 7.5. You must ensure that you have sufficient Cleared Funds available in your account and/or sufficient available Credit Limit or Excess Amount on your Credit Account, from which a payment will be made, to enable that payment to be made.
- 7.6. **If the payment date falls on a day other than a business day, those funds must be available by 10.00am on the preceding business day.** For example, if your payment falls due on a Saturday, Sunday or a public holiday, the payment will be sent on the business day before.

Important

If you arrange electronic deposits to your Bonus Saver or Life Saver Account you should consider the timing of these deposits. Pre-arranged electronic deposits close to the start or the end of a month may not be received in your account within the calendar month due to weekends, public holidays or processing delays, and as a result interest may not be payable. Also see important box below clause 10.14.

- 7.7. Subject to these conditions, when you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB and account numbers you advise us. If you instruct us to make a single payment:
- to an account held with another financial institution, sufficient cleared funds must be available in your

account at the time the payment is made. If the payment is made during business hours the payment will be processed that day

- which is a future-dated payment to an account at another financial institution, sufficient cleared funds must be available by 10.00am that day.
- 7.8. **To the extent permitted by law, we are not liable for any loss or damage you suffer as a result of using the Payment Service or any delay, omission or failure in respect of any payment.** Without limitations, this includes, if you request us to make a payment to an account held with a third party financial institution:
- any delay or failure to make a payment that results from a technical failure in the system we use to make a payment from your account with us to any third party financial institution
 - any omission, delay or failure on the part of the third party financial institution in processing that payment
 - in the case of a Bonus Saver Account, any interest not paid as a result of a delay or failure to deposit funds to the account within the calendar month.
- 7.9. Business payrolls can be processed using the following methods:
- Batch Pay via Internet Banking
 - manual payrolls processed at any Greater Bank branch (by prior arrangement)
 - manual payrolls processed at our Head Office (by prior arrangement). There are no fees involved in processing payrolls using any of these methods.

To process manual payments at any Greater Bank branch or Head Office you must sign a notice agreeing you will be bound by the Terms and Conditions contained within this booklet, even where you do not hold an account with us. Manual payrolls are required to be received with payment prior to 4.00pm on the day processing of the payroll is required. Non payment of payroll (including dishonoured cheques or insufficient funds) will result in either the reversal of the payroll or action being taken to recover the funds. For details on the transferring payrolls via Batch Pay on Internet Banking see clauses 37, 38 and 39 of these Terms and Conditions. **We may, at our absolute discretion, acting reasonably terminate this payment facility at any time or refuse to manually process a business payroll.**

- 7.10. You are encouraged to maintain a record of any regular Payment Service you elect to enter into with a merchant.

8. Altering or Stopping a Payment Service

- 8.1. We may remove the Payment Service at any time without notice including, without limitation, where:
- it is not or will not be possible for us to access the system we use to make payments
 - there are insufficient Cleared Funds in your account and/or a sufficient Credit Limit or Excess Amount on your Credit Account to make a payment or that account is closed
 - where the account to which payment is to be made is an account you hold with us and that account is closed (or in the case of a loan account the balance has been repaid)

- d) we are advised by the recipient of the payment that the payment is no longer required.
- 8.2. If you have arranged a Payment Service such as an Easypay or Direct Debit with us you can alter, stop or cancel this service at any time by giving us written notice.
- 8.3. A Direct Debit you have arranged with someone other than us can be cancelled or stopped by contacting either us or that person.
- 8.4. If you have arranged a Direct Debit with someone other than us you must contact that person to make any alterations to that payment.
- 8.5. **We may at our absolute discretion, cancel or stop a Payment Service at any time. When exercising this discretion we will do so reasonably and notify you in writing.**
- 8.6. To either alter or cancel any Payment Service you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the Payment Service we must accept the merchant's transaction. If possible you should retain a copy of your change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute the transaction.
- 8.7. Should your card number be changed, i.e. as a result of a lost or stolen card, you must request the merchant to change the details of your existing Payment Service to ensure arrangements continue. If you fail to undertake this activity your Payment Service may not be honoured by us or the merchant may stop providing the goods and/or services.
- 8.8. Should you elect to close your account or your account is closed by us you should contact the merchant to revise your Payment Service as the merchant may stop providing the goods and/or services.

9. Processing the Payment

- 9.1. If when we attempt to process your payment and there are insufficient Cleared Funds in your account or Line of Credit Account (if it operates as a debit facility only) or if the Credit Limit or Excess Amount applying to your Credit Account, as the case may be, would be exceeded if we processed your payment, the payment will be dishonoured and a fee will be charged. See Part 2 of these Terms and Conditions for details of our current fees.
- 9.2. **If more than one payment is to be made on any day we can, at our absolute discretion, decide the order in which those payments will be processed.**

10. Interest

- 10.1. Subject to these Terms and Conditions we pay interest on credit balances of accounts. No interest is paid on any balance in your Ultimate Access Account.
- 10.2. Where you convert an existing Access Savings Account to an Ultimate Access Account any accrued interest owing in that Access Savings Account is payable prior to it converting to an Ultimate Access Account but may be credited on a day not later than the first business day of the following calendar month.
- 10.3. The amount of interest earned on a Statutory Trust Account is calculated in the manner provided for by the applicable law.

All interest will be transferred to the relevant statutory fund as required by the applicable law regulating that Licensee.

- 10.4. Interest is calculated depending on the account by applying either the daily percentage rate to the credit balance of the account at the end of each day or by applying the monthly percentage rate on balances. Interest will be calculated and credited to your account monthly, quarterly, six monthly or on the anniversary date depending on the type of account. The daily percentage rate is the applicable percentage interest rate per annum divided by 365. The monthly percentage rate is the applicable percentage rate per annum divided by 12.
- 10.5. Under no circumstances whatsoever, will an interest rate paid under any account be fixed for a period of more than 5 years.
- 10.6. We may, at our absolute discretion, advise you in writing prior to the Maturity Date of your Term Investment Account of the current interest rates and terms available. Details of these interest rates and terms are available at any Greater Bank branch, by contacting our Customer Service Centre on 1300 651 400, or by visiting our Internet Banking Site.
- 10.7. In the event a Line of Credit Account or Business Line of Credit Account has a credit balance, interest will be earned on the amount in credit at the then current rate of interest for the Access Savings or Business Access Account respectively. Interest will be calculated on the applicable tiered balance, on a daily basis, and paid to the account monthly.
- 10.8. A Loan Saver arrangement requires your Access Savings Account and your loan account to be in the same surname. If your loan is in joint names, you can link your Access Savings Account if it is in one of the surnames only. However, a loan account in one name cannot be linked to an Access Savings Account in joint names. **We may at our absolute discretion:**
- link multiple Access Savings Accounts to that qualifying loan account; or
 - if you have more than one loan and more than one Access Savings Account we may also allow you to link those accounts.
- No new requests for a Loan Saver arrangement will be approved. Existing Loan Saver arrangements will remain in place until terminated.**
- 10.9. A Loan Saver arrangement facilitates an offset benefit on your loan account. That is, the benefit is determined daily by calculating a notional interest amount on your Access Savings Account. Each month this notional interest is set off against your loan account interest so that the net amount of interest is charged to the loan account. If the balance of your Loan Saver arrangement exceeds the balance of the loan account no offset benefit will be obtained for the portion of your Loan Saver arrangement that exceeds the loan balance.
- 10.10. Notwithstanding anything in these Terms and Conditions, if an Access Savings Account is subject to a Loan Saver arrangement accepted by us:
- we will not pay interest on that Access Savings Account
 - any interest that would otherwise be payable on your Access Savings Account is offset against your relevant home, business or personal loan

- c) it ends on the earlier of:
 - i. discharge of your relevant home, business or personal loan
 - ii. closure of your Access Savings Account
 - iii. the exercise of our absolute discretion to end the arrangement, subject to providing you with at least 30 days' written notice.
- 10.11. An Ultimate Offset Account facilitates an offset benefit available with your variable Ultimate Home Loan. That is, the benefit is determined daily by calculating a notional interest amount, the Ultimate Offset Account Rate, on your Ultimate Offset Account. Each month this notional interest amount is set off against your variable Ultimate Home Loan so that only the net amount of interest is charged to your variable Ultimate Home Loan. If the balance of your Ultimate Offset Account exceeds the balance of the variable Ultimate Home Loan, no interest is payable for the portion of your Ultimate Offset Account that exceeds the loan balance.
- 10.12. Upon closure of an Ultimate Offset Account or linked Ultimate variable Rate Home Loan, accrued interest that would otherwise be offset against the Ultimate Home Loan will be credited to the deposit account.
- 10.13. The Ultimate Offset Account must be in the name of at least one of the borrowers on the linked variable Ultimate Home Loan. If your variable Ultimate Home loan is in joint names you can link it to your Ultimate Offset Account if it is in one of the names on the variable Ultimate Home Loan only. However, a variable Ultimate Home Loan in one borrower's name cannot be linked to an Ultimate Offset Account in joint names.

Important

- 10.14. **We will not pay interest on your Ultimate Offset Account on that portion of your Ultimate Offset Account balance that is greater than your Ultimate Home Loan outstanding balance.**
- 10.15. Where your account falls below the minimum opening balance the interest rate we pay will be reduced and may be nil.
- 10.16. Interest on accounts is paid to that account except in respect to Cash Management Accounts, Greater Business Optimiser Accounts and Term Investment Accounts, where if you request and we consent interest may be credited to another account with us.

Important

For Bonus Saver Accounts interest will only be paid if at least one (1) deposit and no withdrawals are processed during the calendar month. If no deposits or any number of withdrawals are made no interest will be paid for that month.

Important

For Life Saver Accounts interest will only be paid if the account balance (excluding interest) at the end of the calendar month is higher than the account balance at the start of the calendar month. If the account balance (excluding interest) does not increase no interest will be paid for that month. **Also see Important box below clause 7.6**

Important

If you arrange electronic deposits to your Bonus Saver or Life Saver Account you should consider the timing of these deposits. Pre-arranged electronic deposits close to the start or the end of a month may not be received in your account within the calendar month due to weekends, public holidays or processing delays. As a result interest may not be payable.

- 10.17. If you do not provide us with instructions on your Term Investment Account prior to the Maturity Date we will set a new interest rate to apply to the funds accumulated in your Term Investment Account for the same, or if not available, a similar term (as determined by us) as the term for which the interest rate that applied prior to the Maturity Date was fixed. We will use the applicable rate of interest available at the time. You will be notified of such action. This is known as a rollover. We may agree to vary the Term Investment Account during the first 10 days following rollover but if you close that account within those 10 days the Reduced Interest Rate will apply.

Important

- 10.18. **If you withdraw funds invested in a Term Investment Account prior to the Maturity Date you will not be entitled to interest at the rate that was fixed and applied prior to the Maturity Date. You will only be entitled to interest at the Reduced Interest Rate from the Maturity Date or lodgement date first preceding your withdrawal of funds. If an amount of interest for that period has already been credited to you, we may deduct the difference between the amount so credited and the reduced interest from the account balance. For example, if your account is a Term Investment (Monthly Income), you are, in effect, receiving the interest in advance before the Maturity date. If you withdraw before the Maturity Date, you will need to pay back the portion of interest earned that has been overpaid. As the interest is paid into another account, we will take the portion that has been overpaid to you from the principal amount invested.** Also see the section on Taxation – Withholding Tax in these Terms and Conditions.

11. Fees and Charges

- 11.1. The current fees and charges applicable to each of the accounts and the payment facilities are set out in Part 2 of these Terms and Conditions. You authorise us to debit these fees and charges to your account in the circumstances set out in Part 2 of these Terms and Conditions. **Subject to clause 11.6 we may change our fees and charges from time to time (including introducing new fees and charges and changing the way in which we calculate our fees and charges and debit them to your account).** When exercising discretion to debit, change or introduce fees and charges we will do so acting reasonably and if any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. There is no maximum limit on the amount of fees we may charge.
- 11.2. **We may also deduct from your account all and any Government Charges applicable to your account from time to time.**

Important

- 11.3. By becoming the holder of an Ultimate Access Account, provided you make deposits totalling the Ultimate Threshold Amount of \$2,000.00 or more into your Ultimate Access Account during each whole calendar month and your account remains open for the whole calendar month, the Deposit Account Transaction Fees identified in Part 2 applicable to that whole calendar month in relation to that account will not be debited to your Ultimate Access Account or charged to any Other Greater Bank Deposit Account. However, the other provisions (other types of charges, fees and withdrawal limits) in Part 2 will apply. Note Business Account Transaction fees will not apply because the Ultimate Access Account is not available to sole traders, companies, associations, trusts or other non-natural person entities or structures. Fees and charges related to other Greater Bank Deposit Accounts are payable in relation to that account even if you have a separate Ultimate Access Account.
- 11.4. If your Ultimate Access Account is linked to your Ultimate Home Loan the Ultimate Threshold Amount does not apply. Only one (1) account per Ultimate Home Loan package will be exempt from the application of the Ultimate Threshold Amount.
- 11.5. Where the Deposit Account Transactions Fees identified in Part 2 of these Terms and Conditions are to be debited to your account or to be sought from you those fees will be debited or sought from you on the first day of the month following the calendar month during which such fees were incurred and otherwise would have been payable. This applies unless you are closing your account where clause 11.7 applies.
- 11.6. Transfers from any other Greater Bank Deposit Account that you are an account holder on will not count towards the Ultimate Threshold Amount (unless converting an Access Savings Account). So for example if you have a Bonus Saver Account in your name or in the name of yourself and another person or entity, transfers from that Bonus Saver Account into your Ultimate Access Account will not count toward the Ultimate Threshold Amount.
- 11.7. Where you convert an existing Access Savings Account to an Ultimate Access Account you agree that any Deposit Account Transactions Fees identified in Part 2 of these Terms and Conditions applicable up until that conversion date on the Access Savings Account and payment facilities are still due and payable to us and that we may debit them from your account pursuant to the Terms and Conditions of the pre-existing Access Savings Account.
- 11.8. If you close your Ultimate Access Account during any month the Deposit Account Transactions Fees identified in Part 2 of these Terms and Conditions applicable to your account and associated payment facilities during that month apply, are payable and you authorise us to debit them from your account at the time of closure as if clauses 11.3 and 11.5 never applied. So for example if you close your account during any one month the Deposit Account Transaction Fees applicable during that month will be debited from your Ultimate Access Account on closure.
- 11.9. If you chose to convert your Ultimate Access Account to an Access Savings Account at any time you agree that clauses 11.3 through to 11.7 do not apply, from the first day of the month in which the account is converted. So for example if you convert during any one month the Deposit Account Transaction Fees applicable during that month will be debited from your Access Account (whether you have deposited the Ultimate Threshold Amount or not) but you receive any applicable fee allowance or rebate applicable under the relevant terms and conditions for that whole month.
- 11.10. Fees and charges incurred in operating a Statutory Trust Account will be debited from your "linked business account" and you give us the authority to deduct fees and charges from that account.
- 11.11. **Any failure by us to charge a fee or charge shall not constitute a waiver of that fee or charge or the right to charge that fee or charge in the future.**
- 11.12. **We may, at our absolute discretion, give you a fee allowance, fee rebate, loan link subsidy arrangement or any combination of these. We can, acting reasonably and in accordance with any applicable law, change the amount of the fee allowance, fee rebate or loan link subsidy arrangement at any time.** The methods by which we currently allocate fee allowances and rebates are set out in Part 2 of these Terms and Conditions. Loan link subsidy details are set out in clause 21.
- 11.13. **If you are a charity or community based organisation, your account (other than a Little Bucks and Christmas Club) may, at our absolute discretion, receive an additional fee allowance as set out in Part 2 of these Terms and Conditions.**
- 11.14. Notwithstanding clause 11.1, we are not entitled to introduce entry fees, exit fees, fees or charges for the management of the funds, fees for the issue of a passbook (or any replacement passbook) and fees for the entry of particulars into a passbook.
- ## 12. Overdrawn Accounts
- 12.1. **If your account becomes overdrawn your account is in breach of these Terms and Conditions. Following any breach:**
- we may debit the overdrawn amount to your account**
 - we may impose a fee or charge on your account (see Part 2 of these Terms and Conditions for our current fees and charges)**
 - we may calculate interest on the overdrawn amount on a daily basis and charge it to your account on a monthly basis (see Part 2 of these Terms and Conditions)**
 - you must repay the overdrawn amount immediately.**
- 12.2. **Any interest rate and fees or charges for overdrawn accounts may change from time to time at our absolute discretion. When exercising discretion to change interest rates, fees or charges we will do so acting reasonably** and if any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law. You can find out the current interest rate at any time by visiting any Greater Bank branch, phoning our Customer Service Centre on 1300 651 400 or viewing our Internet Banking Site.

- 12.3. **We do not agree to provide you with credit merely because we debit an amount to your account that causes it to be overdrawn.**

13. Statement of Account

- 13.1. We will send or make available to you by means permitted by law, a periodic statement of account recording transactions on your account unless:
- there have been no transactions effected by you on the account in the past six months
 - your account is a passbook account
 - the law says that we do not have to.
- 13.2. The reporting period for each statement will be:
- six (6) monthly; or
 - more frequently if requested.
- 13.3. **We may impose a fee for providing the statement.** Our current fees and charges are set out in Part 2 of these Terms and Conditions.
- 13.4. You should check your statement of account and inform us of any errors or possible unauthorised transactions on your statement.
- 13.5. You may obtain confirmation of transactions involving your account by presenting your passbook for updating at any Greater Bank branch or by means of our Internet Banking and Phone Banking services or requesting information about your account at any Greater Bank branch. You agree that confirmation of transactions involving your account may be provided by means of:
- your passbook
 - Internet Banking if you have access to that service
 - Phone Banking (last 10 transactions), if you have access to that service
 - over the counter at any Greater Bank branch
 - given by any other means permitted by law or electronically.

14. Joint Accounts

Important

The clauses in this section apply if an account is held in two or more names jointly. It is important that you read all provisions in this section so that you fully understand the responsibilities and liabilities of having a joint account. A Life Saver Account cannot be held in two or more names jointly.

- 14.1. **The Terms and Conditions bind each of you separately as well as together.**
- 14.2. If you have made a choice, in writing, as your method of operation, any one of the joint account holders to operate the account, you do not require the authority of any other account holder to make a transaction or carry out most actions. However, if you have chosen as your method of operation more than one person to operate your account we require the number chosen by you to jointly make transactions or carry out an action. In our absolute discretion, we may require all joint account holders to give us instruction to carry out an action (for example adding or removing an account holder).

- 14.3. **We are not required to make any inquiries in relation to any instructions you give us with respect to the operation of your account. You are jointly and severally liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.**

- 14.4. Subject to clause 14.2 instructions given to us by an account holder may be varied by that account holder only.

Important

- 14.5. In the event of the death of an account holder(s), the account will be treated as the account of the surviving account holder(s) only.
- 14.6. Subject to any restriction in place under clause 14.8 you agree that each of you may have access to information about the account without the consent of the other account holder(s).
- 14.7. **If an account is overdrawn, each person who is a joint account holder of the account is liable both on their own and together for immediate payment of all or any of the amount overdrawn.**
- 14.8. Each of you may use the account or give us instructions, subject to our discretion in clause 14.2, on any matter relating to the account without the consent of the others. However, if the account is not one that can be accessed by a card, you may ask us, by notice in writing signed by all of you, to restrict the account so that it can only be operated by all of you, or some of you jointly.
- 14.9. Periodic statements and notices will be addressed to you jointly. You agree that each of you may have access to information about the account without the consent of the others. However, if the account is not one that can be accessed by a card, and you have asked us, by notice in writing signed by all of you, to restrict the account so that it can only be operated by all or some of you jointly, then you agree that access to information about the account will only be allowed in the same manner.
- 14.10. If there is a dispute between any of the joint account holders in relation to the account:
- any one of you can give us notice in writing of the dispute
 - when we receive that written notice we may in our absolute discretion** restrict access to the account in any way including:
 - electronically; or**
 - such other action we consider reasonably appropriate in the circumstances.**
 - any restriction imposed by us may only be removed by us after receiving a notice in writing signed by all of you authorising one, some, or all of you to access the account
 - subject to these Terms and Conditions and any rights we may have at law or otherwise, if we do not receive written notice of the dispute from you or any of you, we will not restrict access to the account.
- 14.11. If there is a dispute between any of the joint Credit Account holders in relation to that Credit Account:

- a) we will not restrict access to the Credit Account unless we receive:
 - i. a Court Order advising us to do so; or
 - ii. consent in writing signed by all of you authorising the restriction.
- b) **when we receive the documentation referred to in a) above we may restrict access to the Credit Account in any way including:**
 - i. **electronically; or**
 - ii. **in any other way, acting reasonably.**
- c) any restriction imposed by us may only be removed by us after receiving:
 - i. a Court Order advising us to do so; or
 - ii. consent in writing signed by all of you authorising the removal of the restrictions and advising us of the method of operation on the Credit Account.

15. Combining Accounts

- 15.1. **We reserve the right to combine all your accounts (including, without limitation, closed accounts and written-off accounts) in your name with us at any time without prior notice to you.** However, we will inform you subsequently if we do this. In the event of any inconsistency between this clause and a contract regulated by the National Credit Code, the contract regulated by the National Credit Code will prevail to the extent of the inconsistency. If we exercise our right to combine your accounts, we will do so reasonably and in compliance with any requirements of the Code of Operation for Centrelink Direct Credit Payments.

16. Change of Account Type

- 16.1. **We may, at our absolute discretion, change the type of account you hold with us.** When exercising discretion to make this change, we will do so acting reasonably and, if any law regulates that change, we will only make the change to the extent permitted by and subject to the requirements of that law. If we invoke this clause, we will provide you with 30 days' notice in writing.
- 16.2. Notwithstanding clause 16.1 above, we will, on notification of the death of the holder of a Retirement Plus Account, convert the account to an Access Savings Account. This clause does not apply if the Retirement Plus Account was held jointly and the surviving account holder continues to meet the criteria for a Retirement Plus Account.

17. Closure of Account by You or Us

You may close your account only if it is in credit.

- 17.1. You can close the account:
- a) where you have a passbook-only or statement-only account, by completing the requisite withdrawal form
 - b) by returning to us all cards issued to you or an Additional Cardholder
 - c) by returning to us all unused cheques.
- 17.2. An account cannot be closed via Internet Banking.
- 17.3. **We may close your account at any time by giving you 14 days' notice; however, in some exceptional circumstances, which may include fraud or criminal activity, or in our absolute discretion no prior notice may be given.**

When exercising discretion to close your account we will do so acting reasonably and in accordance with any applicable law. Where we close your account we will reimburse you for any amount your account is in credit less any Government Charges, fees and our current fees and charges, as set out in Part 2 of these Terms and Conditions.

17.4. If you or an Additional Cardholder breaches any of these Terms and Conditions, we may close the account.

- 17.5. If your account is closed pursuant to clause 17.1 or 17.3:
- a) we may cancel any card linked to that account, cancel any cheque facility linked to that account and disable your access to other payment facilities
 - b) you must return to us all cards and all unused cheques linked to that account
 - c) you will be liable for any transactions that were not processed, or that occur, on the account (including but not limited to outstanding merchant purchases, cash advances and cheques presented) at the time the account is closed
 - d) if you do not hand in the cards and/or unused cheques attached to the account when you close the account, you also agree that you will be liable for any transactions that occur on the account by use of these outstanding payment instruments after the closure date
 - e) you must pay us on demand all unpaid Government Charges, fees and charges (our current fees and charges are set out in Part 2 of these Terms and Conditions), and other costs arising from the operation or maintenance of the account prior to closure of the account.

18. Change of Name and/or Contact Details

- 18.1. You must notify us without delay of any change to your account details such as your name, address, email address, phone number, if you change your citizenship, residency including for taxation purposes or tax information, any other contact details or anything that may affect your capacity to operate your account.

19. Authorised Signatories and Benefactors

- 19.1. You may ask us by notice, in writing, to authorise one or more other people to operate your account or Credit Account. If we do agree to your request, we can impose conditions.
- 19.2. A person who is authorised to operate your account is called an Authorised Signatory. You can arrange to have this authority revoked at any time. If you want to revoke the authority of an Authorised Signatory, you must notify us in writing (i.e. completing our prescribed form) and return to us any card or chequebook that we have issued to that person.

Important

- 19.3. These Terms and Conditions apply to the Authorised Signatory in the same way that they apply to you. You should ensure that any additional signatory has read these Terms and Conditions and complies with them. **If the Authorised Signatory does not comply with the Terms and Conditions, you will be liable.**

- 19.4. **With the exception of changing the type of account, closing an account, changing the address on an account, changing the name of an account (clause 18) or changing the authority on an account, when an Authorised Signatory instructs us to carry out an action, or makes a transaction, we will act on the instructions of that person. You are responsible for all such actions and transactions.**
- 19.5. **We are not required to make any inquiries in relation to any instructions received by or from an Authorised Signatory in relation to the operation of your account. You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.**
- 19.6. A Benefactor is not permitted to add an Authorised Signatory to a Life Saver Account.
- 19.7. **A non-signing account holder cannot remove a Benefactor, appoint an Authorised Signatory or make changes to a Life Saver Account.**

Important

19.8 These Terms and Conditions apply to a Benefactor in the same way as they apply to you. You and each Benefactor should read these Terms and Conditions and must comply with them. **If a Benefactor does not comply with these Terms and Conditions, you will be liable. We are not required to make any inquiries in relation to any instructions received by or from a Benefactor in relation to the operation of your account. You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions.**

- 19.9 If there are two or more Benefactors in respect of a Life Saver Account, the obligations on the part of a Benefactor under these Terms and Conditions (including in relation to the performance of the Membership Guarantee), binds them separately and together.
- 19.10 A Benefactor can appoint additional Benefactors.

19A Life Saver Accounts

- 19A.1 On the first business day after the account holder's 18th birthday, any Benefactors will automatically be removed from your Life Saver Account and you will be entitled to operate your Life Saver Account exclusively.
- 19A.2 In the event of the death of all Benefactors, operation of your Life Saver Account will be transmitted to a substitute Benefactor agreed to by us acting reasonably, (generally the next of kin or guardian of the non-signing account holder) until such time as the non-signing account holder attains 18 years of age. Where there are two or more Benefactors, in the event of the death of one Benefactor, the remaining Benefactor/s will continue to be authorised to operate your Life Saver Account.
- 19A.3 If a Benefactor wishes to retire as a Benefactor or cannot continue to act as a Benefactor, he or she may, in our absolute discretion, appoint a substitute Benefactor.
- 19A.4 A Benefactor is able to close a Life Saver Account.

20. Changes to these Terms and Conditions

- 20.1. **We may change these Terms and Conditions at our absolute discretion at any time.** When exercising discretion to make changes we will do so acting reasonably and if any law regulates that change, we will only make the change to the extent permitted by, and subject to the requirements of that law. When changes relate to interest rates, we agree to update these on our website greater.com.au. If your account does not receive statements, you agree to visit our website at least once every three months to establish the rate applicable to your account.
- 20.2. You agree that we can give notice of changes to these Terms and Conditions, any material change, or any significant event that affects any of the matters specified in these Terms and Conditions in writing, electronically, by an advertisement in a major daily newspaper circulated in the region where your account is maintained or in any other way permitted by law. When changes relate to interest rates, we agree to update these on our website greater.com.au. If your account does not receive statements, you agree to visit our website at least once every three months to establish the rate applicable to your account.
- 20.3. The table below sets out how and when we will notify you of changes.

Type of change	Minimum number of days' notice	Manner of giving notice
Impose or increase a fee or charge.	30	In writing or any other way permitted by law.
Increase your liability for losses relating to EFT transactions.	20	In writing or any other way permitted by law.
Impose, remove or adjust the transaction limits applying to the use of an Access Method.	20	In writing or any other way permitted by law.
Change to the EFT Conditions or BPAY Conditions (that is not caught by the above).	Changes to EFT Conditions – See Part E of these Terms and Conditions. Changes to BPAY Conditions – See Part F of these Terms and Conditions.	Changes to EFT Conditions – See Part E of these Terms and Conditions. Changes to BPAY Conditions – See Part F of these Terms and Conditions.
Any other changes including a change to any other Term or Condition (that is not caught by the above) that may have an adverse effect on your interests.	Before the change takes effect, or as soon as practicable after, but not more than 3 months after.	In writing, electronically, by press advertisement in the mode identified elsewhere in clause 20.2, or in any other way permitted by law.
Any other changes including a change to any other Term or Condition (that is not caught by the above) that will not have an adverse effect on your interests.	Before the change takes effect, or as soon as practicable after, but not more than 12 months after.	In writing, electronically, by press advertisement in the mode identified elsewhere in clause 20.2, or in any other way permitted by law.
Changes to interest paid to you.		Available on our website greater.com.au

21. Loan Link Exemption or Subsidy Arrangements

- 21.1. You can apply for an exemption on your Access Savings, Retirement Plus or Cash Management Account by linking that account to your home loan (excludes Line of Credit, Basic/Great Rate Home Loan, Mortgage Express or a qualifying personal loan approved from 1 July 2008).
- 21.2. You can apply for a subsidy on your Business Access Account or Greater Business Optimiser Account by linking that account to that qualifying loan.
- 21.3. When you link any account in clause 21.1 to that qualifying loan you will receive a full exemption from Greater Bank transaction fees.
- 21.4. If you link your Business Access Account or Greater Business Optimiser Account to that qualifying loan you will receive a subsidy (as opposed to an exemption), which will increase your monthly fee allowance. The current amount of the subsidy is set out in Part 2 of these Terms and Conditions.
- 21.5. To receive your exemption or subsidy your account in 21.1 and your loan account should be in the same surname. If your loan is in joint names, you can only link your account in 21.1 if it is held in one of the surnames.
- 21.6. For the avoidance of doubt all Terms and Conditions that apply to your linked account in 21.1 also apply to your loan link arrangement.

22. Dispute Resolution Procedures

A dispute arises where you find our response to a complaint raised by you unsatisfactory. When we receive a request for the resolution of a dispute we will, subject to Part F of these Terms and Conditions in respect of EFT transactions, and subject to Part G of these Terms and Conditions in respect of BPAY transactions:

- a) acknowledge receipt of that request promptly
- b) investigate the dispute
- c) decide upon the appropriate action
- d) respond in writing to you within 45 days and where practical earlier advising the outcome of the dispute.

If we are unable to resolve the dispute within 45 days, we will notify you of this fact in writing, inform you of the reasons for the delay and specify a date by which a decision can reasonably be expected.

If the dispute has not been resolved in a manner acceptable to you, we will provide you with a written statement of reasons for the decision, and inform you of any recourse available to you, including any avenue of appeal against our decision to an independent external dispute resolution scheme. We are a member of the following external dispute resolution scheme:

Credit & Investments Ombudsman Limited
PO Box A252 SYDNEY SOUTH NSW 1235

Phone: 1800 138 422
between 9am and 5pm Monday to Friday

Internet: www.cio.org.au

This service is provided free of charge.

If you believe we have breached the COBCOP, you can complain to us. If we are not able to resolve the complaint to your satisfaction and the complaint involves a claim that you have suffered loss or detriment, you may refer the matter to the External Dispute Resolution scheme to which we belong. If the complaint does not involve loss or detriment, further details can be found by obtaining a copy of the COBOP, which is available at greater.com.au.

23. Taxation – Withholding Tax

- 23.1. If you have not quoted a tax file number (TFN), or for a Business Access Account or Greater Business Optimiser Account, an Australian Business Number (ABN), or a TFN exemption in respect of your account or you are a non-resident, we may be required by law to deduct withholding tax from interest earned from your account, calculated at the maximum marginal tax rate plus the Medicare Levy.
- 23.2. Notwithstanding anything in these Terms and Conditions we will not pay any interest to your:
 - Ultimate Offset Account as such interest is either offset against your relevant Ultimate Home Loan (see clause 10.10) or not payable (see clause 10.12)
 - Access Saving Account (that is subject to a Loan Saver Arrangement) as such interest will be offset against your relevant home, business or personal loan (see further clause 10.8).

Consequently any interest, which would otherwise be paid on your Ultimate Offset Account or your Access Saving Account (that is subject to a Loan Saver Arrangement) is not subject to income tax.

- 23.3. The personal circumstances of each customer may be different and we encourage you to seek independent taxation advice.
- 23A. For the purposes of Division 396 of the *Taxation Administration Act 1953* you warrant that should you direct us to record on any of your accounts a "hold mail", or "care of" address that you are an Australian resident for taxation purposes.

24. Miscellaneous

- 24.1. **If we do not exercise a right or remedy fully, or at a given time, we reserve the right to exercise it later.**
- 24.2. You agree that we can give any guarantor of your obligations under these Terms and Conditions, copies of any formal demand sent to you or the latest relevant statements of account provided to you.
- 24.3. Notices and other communications for us may be:
 - a) given personally to one of our employees at any branch, or sent by post or facsimile to our registered office
 - b) given by any other means permitted by law.
- 24.4. Subject to the requirements of any law, communications for you may be:
 - a) given to you personally or left at:
 - i. any address specified by you
 - ii. (if you are an individual) your residential or business address last known to us
 - iii. (if you are a body corporate) your registered office

- b) sent by prepaid post to any of these places
 - c) sent by facsimile to your residential or business facsimile number last known to us
 - d) given electronically
 - e) given by any other means permitted by law.
- 24.5. You must give us any information or documents we require to identify you or any person authorised to operate your account. Subject to the requirements of any law, you authorise us to check the authenticity of any such information or documents that you give to us.
- 24.6. You warrant that all information (including any documents) that you have given us in connection with opening the account is true, up-to-date, correct and not misleading.
- 24.7. Nothing in this agreement has the effect of excluding, restricting or modifying rights in the *Competition and Consumer Act 2010*, which cannot be excluded, restricted or modified by agreement. **If your account is of a kind not ordinarily acquired for personal, domestic or household use or consumption, our liability is restricted to re-supplying the services or the cost of re-supplying the services to you.**
- 24.8. We warrant that we will comply with the requirements of the ePayments Code.
- 24.9. If any part of these Terms and Conditions is illegal, invalid or unenforceable at law, the rest of these Terms and Conditions are to be read so as to exclude any such part and will remain enforceable to their fullest extent.
- 24.10. If:
- a) the National Credit Code would make a provision of these Terms and Conditions illegal, void or unenforceable; or
 - b) as a consequence of a provision of these Terms and Conditions, a provision of any other agreement would otherwise contravene a requirement of that Code or impose an obligation or liability prohibited by that Code; these Terms and Conditions are to be read as if that provision were varied or omitted to the extent necessary for them or any other agreement to comply with that Code.
- 24.11. **You authorise us to debit to your account, any amount that these Terms and Conditions identify:**
- a) **you are liable for**
 - b) **we are entitled to debit your account**
 - c) **you have to pay us.**
- 24.12. **Financial Crimes Monitoring – In order for Greater Bank to meet its regulatory and compliance obligations relating to anti-money laundering and counter financing terrorism, we are required to have in place certain Risk Management Controls.**
- You should be aware that as a result we may:**
- **delay, block or refuse some transactions where we have reasonable grounds to believe that they breach Australian law**
 - **from time to time require additional information from you to assist us in the above compliance process**
 - **disclose information gathered to regulatory and/or law enforcement agencies.**

You must not initiate or conduct a transaction that may be in breach of Australian law.

- 24.13. Regulations under the *Corporations Act 2001* require us to make reference to the Financial Claims Scheme in this document. You may be entitled to payment under this scheme if, as an account holder, your ADI is subject to the applicable declaration by the government departments or officials required. Payments under this scheme are subject to a limit for each depositor. Further information about the scheme can be obtained from the APRA website <http://www.apra.gov.au> and the APRA hotline 1300 13 10 60.
- 24.14. If you open and operate a Statutory Trust Account you must ensure that your use of it complies with your obligations under the applicable law.
- 24.15. You agree we may delay, stop or refuse to make a payment or allow you to operate on a Statutory Trust Account if required by a court order or any applicable law or any notice or direction given or issued to us under any applicable law.

Part C – Terms and Conditions for Customer or Financial Institution Cheque Facility

This part applies if you have a Customer Cheque Facility or use a Financial Institution Cheque.

25. Issuing and Writing Customer Cheques

- 25.1. You must be 18 years of age or over to apply for a Customer Cheque facility.
- 25.2. You may only write Customer Cheques on the forms we supply or forms we approve. These cheques are crossed not negotiable.
- 25.3. All Customer Cheques that you write must be completed clearly and signed by you or an Authorised Signatory. You should only sign a cheque after it has been filled out.
- 25.4. You must prevent fraud occurring in relation to your Customer Cheque facility.
- 25.5. If you write a cheque and the amount stated on the cheque in words is different from the amount stated on the cheque in figures, we will pay the lesser of those two amounts.
- 25.6. If all Customer Cheques written by you have not been presented, you must not write a Customer Cheque or withdraw an amount of money or obtain an amount of credit that:
- a) exceeds the Cleared Funds less the amount of any un-presented Customer Cheque/s
 - b) would result in the amount owing on your Line of Credit Account plus Customer Cheques deposited to your Line of Credit Account that have not been cleared, any applicable charges and any un-presented Customer Cheques exceeding the Credit Limit under your Line of Credit contract

- c) together with cheques deposited to your Mortgage Express Account that have not been cleared, any applicable charges and any unpresented Customer Cheques, would result in there being no Excess Amount.
- 25.7. When filling out a cheque you should always write the amount of the cheque in words as well as figures, as words are more difficult to alter. You should:
- a) try not to leave any gaps between words or figures
 - b) begin the amount in words with a capital letter as close as possible to the words "The sum of" and draw a line from the end of the amount in words to the printed \$
 - c) begin the amount in figures as close as possible to the printed \$
 - d) add the word "only" after the amount in words.
- 25.8. You must not write on a cheque with pencil or erasable ink.
- 25.9. A Customer Cheque facility is not available on Little Bucks, Christmas Club, Bonus Saver, Term Investment Account or Cash Management Accounts that do not have an existing Customer Cheque facility prior to 9 October 2006.
- 25.10. a) What is the effect of crossing a cheque?
- i. Crossing a cheque means drawing two transverse parallel lines from top to bottom on the face of the cheque. When you cross a cheque, you are telling the ADI that the cheque must be paid into an account with a financial institution and not cashed.
- b) What is the meaning of "not negotiable"?
- i. The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.
 - ii. For example, if your cheque has been stolen and passed by a thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief has no rights to the cheque and therefore has passed no rights to the innocent person.
- c) What is the meaning of "account payee only"?
- i. These words on a cheque are a warning to an ADI with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.
- d) What is the significance of deleting "or bearer"?
- i. The words "or bearer" mean that (except in the case where the cheque is crossed and must therefore be collected by an ADI) the ADI on which the cheque is drawn has authority to pay it to any person in possession of it even if that person found it or sold it unless the ADI has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an "order" cheque.
 - ii. If a cheque is an "order" cheque then (except in cases where the cheque is crossed and must therefore be collected by an ADI) the ADI on which the cheque is drawn should only pay it to the named payee or to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

26. Stopping Your Cheque

- 26.1. Subject to this clause you may request payment to be stopped on a Customer Cheque or Financial Institution Cheque that has not yet been presented for payment as long as you pay any charges we impose for this service. Our current fees and charges are set out in Part 2 of these Terms and Conditions.
- 26.2. To stop a Customer Cheque you must contact a Greater Bank branch or our Customer Service Centre on 1300 651 400 and complete a "Request for Stop Payment" form. You will need to identify the cheque clearly by telling us the name of the account, the amount of the cheque, the number and date of the cheque and the name of the payee.
- 26.3. You can only stop a Financial Institution Cheque if it has been lost or stolen. You cannot stop a Financial Institution Cheque in any other way including when you have a dispute with the payee. To stop the Financial Institution Cheque you must:
- a) contact any Greater Bank branch to request the stop payment
 - b) complete a "Notice of Stop Payment" form
 - c) for amounts of \$1,000.00 or more, provide us with a letter from the payee stating they have not received the cheque.
If the payee is a business, company or other entity other than a natural person, the letter must be on the entity's letterhead. The letter must be provided before a replacement Financial Institution Cheque is drawn made payable to the original payee
 - d) for amounts less than \$1,000.00 a letter is not required from the payee.
- 26.4. **Where a Financial Institution Cheque is stopped in accordance with this clause we may, at our absolute discretion, re-credit funds previously debited to your account.**
- ## 27. Dishonouring Customer Cheques
- 27.1. **We may acting reasonably, in our absolute discretion, dishonour a Customer Cheque if:**
- a) **Customer Cheques presented for payment exceed the available balance of your account or the Excess Amount on your Credit Account**
 - b) **any Customer Cheque has not been completed correctly or is incomplete** (including but not limited to a Customer Cheque that is unsigned, undated, post dated, stale or has no payee stated)
 - c) **any Customer Cheque attached to Credit Accounts presented for payment would result in the Credit Limit being exceeded or there being no Excess Amount on your Credit Account**
 - d) **you have instructed us to stop payment on the Customer Cheque**
 - e) **we have received notice of your mental incapacity, bankruptcy, insolvency, external administration or death.**

- 27.2. **If your account or Credit Account is closed or your Customer Cheque facility is cancelled we may dishonour any Customer Cheque presented after closure or cancellation, unless you make other arrangements with us.**
- 27.3. **Our right to take actions to recover money you owe us will not be prejudiced by any decision we make to meet payment on any Customer Cheque. We do not agree to provide you with credit merely because we meet payment on a Customer Cheque that causes your account to become overdrawn.**
- 27.4. We will charge a fee, (our current fees and charges are set out in Part 2 of these Terms and Conditions), when any Customer Cheque is dishonoured.
- 27.5. You may elect to be notified if your account requires funds for us to honour a cheque that may otherwise be dishonoured by us due to insufficient funds. Notification may be via:
- a cheque honour SMS alert
 - a telephone call from a Customer Service Consultant. We will charge a fee to use this notification service. Our current fees and charges are set out in Part 2 of these Terms and Conditions. Should this service be provided and you do not deposit funds to cover the presenting cheque/s, a dishonour fee will be applied to your account in place of the corresponding notification fee. **To the extent permitted by law, we will not be liable for alerts sent by us to the contact numbers provided and not received by you.**

28. **Lost or Stolen Customer Cheques and Customer Chequebooks**

- 28.1. Your Customer Chequebook should be kept in a safe storage place at all times as it allows access to your account or Credit Account. This will help reduce the risk of theft.
- 28.2. You must keep your Customer Chequebook separate from any plastic cards or other material that bears your signature. Under no circumstances should you leave signed blank cheques in your chequebook.
- 28.3. If any Customer Cheque or your Customer Chequebook is lost, stolen or misused you must notify us as soon as possible by contacting our Customer Service Centre on 1300 651 400 or visiting any Greater Bank branch.
- 28.4. If you delay unreasonably in advising us that a Customer Cheque or Customer Chequebook is lost, stolen or misused, other people may be able to withdraw money from your account or Credit Account without your permission.

29. **Cancelling Your Customer Cheque Facility**

- 29.1. **We may acting reasonably, at our absolute discretion, cancel your Customer Cheque facility at any time by giving you notice that is reasonable in all circumstances.**
- 29.2. If we cancel your Customer Cheque facility you must return all unused cheques to us immediately after you receive notice of the cancellation.
- 29.3. **If you do not hand in unused Customer Cheques attached to the account when you close the account, you also agree that you will be liable for any transactions that occur on the account by use of these outstanding payment instruments after the closure date.**

- 29.4. You can cancel the Customer Cheque facility at any time by giving us notice in writing and returning to us all unused Customer Cheques.
- 29.5. If your account is closed for any reason you must return all unused Customer Cheques attached to that account to us immediately.

30. **Responsibility for Customer Cheque Facilities**

- 30.1. **To the extent permitted by law we shall not be held responsible or liable for:**
- a) **any arrangement or transaction that is conducted or processed by us on your behalf**
 - b) **the dishonour or failure to dishonour any Customer Cheque drawn by you**
 - c) **any delay or failure in processing a transaction on your behalf**
 - d) **any other action taken or not taken in relation to your Customer Cheque facility**
 - e) **any discretion we exercise in determining the order in which payments are processed.**

Part D – Terms and Conditions for Passbooks

This part applies if you have a passbook attached to your account.

Passbooks are issued for Little Bucks, Christmas Club, Cash Management and Term Investment Accounts. For new Access Savings Accounts, you can opt for either a passbook or a card to be attached to your account. You can opt for either a passbook or a card to be attached to your Retirement Plus, Business Access or Greater Business Optimiser Accounts.

31. **Your Passbook**

- 31.1. **Each passbook we issue always belongs to us. We may retain or require you to return your passbook at any time. If we ask you to return your passbook, you must do so immediately. If we issue a replacement passbook you must not use the passbook it replaces and you remain liable for any use of the replacement passbook.**
- 31.2. Under no circumstances should you keep a visible record of your signature with your passbook. This includes signed withdrawal forms or cards.
- 31.3. **Your passbook is a record of your account and must be kept in a safe place. If you do not comply with this condition and someone uses your passbook to withdraw money from your account we are not liable.**
- 31.4. You agree that:
- a) you can present your passbook for updating at any Greater Bank branch
 - b) it is your responsibility to have your passbook updated at regular intervals
 - c) the ability to have your passbook updated at one of our branches is the facility through which confirmations of transactions on your account are provided to you.
- 31.5. We will not charge you a fee for the issue of a passbook (or any replacement passbook) or the entry of particulars into your passbook.

32. Lost or Stolen Passbooks

- 32.1. You must notify us immediately by phoning our Customer Service Centre on 1300 651 400 or by contacting us at any Greater Bank branch by telephone or in person if your passbook is lost, stolen or destroyed. If you do not, other people might be able to withdraw money from your account without your permission. **If you do not comply with this condition and someone uses your passbook to withdraw money from your account we are not liable. If you lose your passbook, we may charge you a fee** (see Part 2 of these Terms and Conditions for details).
- 32.2. **If an unauthorised EFT transaction is made on your passbook account, without your knowledge or consent, liability for that transaction will be determined in accordance with Part F of these Terms and Conditions. Otherwise we are not liable for any amount withdrawn from your account until you tell us that your passbook has been stolen or lost.**

Part E – Terms and Conditions for Cards and Electronic Banking

Section 1: Cards

This section of this Part E applies if we issue a card for your account.

33. Your Access Card

- 33.1. You must sign your Access Card as soon as you receive it and ensure that any Additional Cardholder also immediately signs their Access Card. An Access Card may not be accepted unless it has been signed.
- 33.2. Each Access Card we issue always belongs to us. We may retain or require you to return your Access Card at any time. If we ask you to return an Access Card, you must do so immediately. **If we issue a replacement Access Card to you, you must not use the Access Card it replaces and you remain liable for any use of the replaced Access Card.**
- 33.3. You must not use your Access Card after the expiry date printed on it.
- 33.4. You authorise us to give information to other persons for the purpose of authorising your transactions.
- 33.5. You can use your Access Card, subject to the withdrawal limits to:
- deposit or withdraw cash at any Greater Bank branch
 - withdraw cash and/or obtain a balance at any ATM within Australia
 - use EFTPOS to:
 - if the merchant agrees, withdraw cash from an account or Credit Account linked to your Access Card; and
 - purchase goods and/or services.
- 33.6. **We can impose limits on the amount you can withdraw in cash from your account from an ATM or EFTPOS facility. We may change the amount of this limit from time to time.** When exercising discretion to impose or change withdrawal limits we will do so reasonably and if any law regulates such a change, we will only make the change to the extent permitted by, and subject to the requirements of that law.

You will be notified of these changes in accordance with Part F clause 60 of these Terms and Conditions. The current limits are set out in Part 2 of these Terms and Conditions.

33.7. We can refuse to authorise a proposed transaction if:

- the transaction exceeds the Cleared Funds
 - your Access Card has been reported lost or stolen
 - we have any other good reason to do so
 - you have a Line of Credit Account that has a Credit Limit and the transaction would result in the amount owing on your Line of Credit Account plus cheques deposited to your Line of Credit Account that have not been cleared and any applicable charges exceeding that Credit Limit
 - the transaction plus cheques deposited to your Mortgage Express Account that have not been cleared and any applicable charges would result in there being no Excess Amount.
- 33.8. If you are an account holder or Authorised Signatory we will allow you to collect an Access Card on behalf of another account holder or Authorised Signatory. You will be required to provide primary identification and ensure that the Access Card is signed by the Access Card holder as soon as possible after collection.
- 33.9. We can debit your account with the amount of any purchases or cash advances and any other transactions made using your Access Card or any additional Access Card.
- 33.10. You can ask us to link your card, or other Access Method to an account or Credit Account.
- 33.11. **We do not guarantee that any merchant will accept your Access Card or allow you to purchase using their EFTPOS facility. All disputes must be settled directly with the retailer. We are not responsible for the following, unless the law says we are:**
- any goods or services that you have obtained from a merchant using your Access Card
 - any refund by a merchant.
- 33.12. Access Cards are not available with respect to Little Bucks, Christmas Club, Cash Management, Bonus Saver or Term Investment Accounts.
- #### 34. Cancellation of Your Access Card
- 34.1. You may cancel an Access Card at any time. You can do this by contacting any Greater Bank branch or by phoning our Customer Service Centre on 1300 651 400.
- 34.2. **We may cancel your Access Card at our absolute discretion at any time.** If we exercise discretion to cancel your Access Card we will do so acting reasonably and give you the notice that we consider reasonably necessary (including notice after the fact in preference to prior notice).
- 34.3. If an Access Card is cancelled:
- you must return the Access Card (cut in half) to us immediately
 - you must still comply with these Terms and Conditions.
- 34.4. No cards will be issued in respect of a Life Saver Account.

35. Additional Access Card

- 35.1. You may apply to have another person authorised to access and operate your account with an Access Card. If we do agree to your request, we can impose conditions. A person who is authorised to access and operate your account with an Access Card is called an Additional Cardholder. If we accept your application:
- a) we will issue to that person an Access Card linked to your account ("additional Access Card")
 - b) **your account will be debited with all transactions made using the additional Access Card and you will be responsible and liable for these transactions as if you had made them yourself**
 - c) these Terms and Conditions apply to any additional Access Card in the same way that they apply to your Access Card. You should ensure that any Additional Cardholder has read these Terms and Conditions and complies with them. **If the Additional Cardholder does not comply with the Terms and Conditions, you will be held liable.**
- 35.2. You can arrange to have the authority to access and operate on your account revoked at any time. If you want to revoke the authority of an Additional Cardholder to operate your account, you must notify us in writing and return any Access Card (cut in half) we have issued to that person. **To remove any doubt concerning authority to access or operate your account you may instruct us to close the account or we may acting reasonably, in our absolute discretion, choose to close the account of our own volition.**
- 35.3. You consent to us giving a person with an additional Access Card information about your account when:
- a) your Access Card or Access Methods have been reported lost or stolen or compromised
 - b) we have any other good reason to do so.
- 35.4. No additional cards will be issued in respect of a Life Saver Account.

36. Visa Card

The following Terms and Conditions apply if you have a Visa Card.

- 36.1. Unless the context of clauses in this clause 36 specify otherwise all of the Terms and Conditions applying for an Access Card apply to your Visa Card.
- 36.2. Unless a Visa Card is linked to a Credit Account, the Visa Card option is not a credit facility. It is a debit card only and allows you greater access to your savings. The issue of a Visa Card does not in any way involve the provision of any credit by us to you.
- 36.3. If you use your Visa Card overseas, foreign currency amounts charged or refunded to your account or Credit Account are converted at Visa International's choice:
- a) directly into Australian currency at the exchange rate Visa International decides; or
 - b) into United States currency and then into Australian currency at the exchange rates Visa International decides.
- 36.4. The Australian currency amount and any applicable currency conversion charges are then debited or credited to your account or Credit Account.

- 36.5. You cannot make deposits in person outside Australia. Deposits in Australia can be made in person at any Greater Bank branch.
- 36.6. You can arrange for an emergency replacement card, if required, at the time of reporting your Visa Card lost or stolen by contacting Visa International directly. **We may acting reasonably impose a fee for providing a replacement card** (see Part 2 of these Terms and Conditions for details of our current fees and charges).
- 36.7. **We can impose daily withdrawal limits on transactions you carry out at ATM and EFTPOS facilities in Australia or overseas using your Visa Card. We can change the amount of these limits at any time, subject to our notification obligations in clause 20, at our absolute discretion.** When exercising discretion to impose or change withdrawal limits we will do so acting reasonably. The current daily limits are set out in Part 2 of these Terms and Conditions.
- 36.8. Visa Cards are not available with respect to Little Bucks, Christmas Club, Cash Management, Bonus Saver or Term Investment Accounts.
- 36.9. If you have a dispute with a merchant about a transaction and if the Visa Card scheme rules apply, you may be entitled to a reversal of that transaction. If you believe that you are entitled to a Chargeback, you must notify us immediately as the operating rules of the card scheme impose time limits for Chargebacks. For most transactions, Chargeback rights are limited to a maximum timeframe of 120 days from the transaction date. Once time limits have expired, any Chargeback rights may be lost. Where the ePayments Code applies to the transaction, its time limits may apply and not those of the card scheme. If you notify us in time, and we are satisfied that you are entitled to a Chargeback, we will credit your account for the amount initially debited for the transaction. However, you should note that the merchant also has rights to have the transaction further investigated and re-debited if appropriate. The Visa Card scheme rules are available from the Visa website at www.visa.com.au.

Section 2: Internet Banking, Phone Banking and Mobile Banking

37. General Conditions for Internet Banking, Mobile Banking and Phone Banking

- 37.1. This clause applies in relation to both Internet Banking, Mobile Banking and Phone Banking unless otherwise specified.
- 37.2. The Terms and Conditions for Internet Banking, Mobile Banking and Phone Banking operate subject to the Terms and Conditions applicable to the account(s) or Credit Account(s) in relation to which they operate.
- 37.3. **Approval of an application to access Internet Banking, Mobile Banking or Phone Banking is at our discretion.** If we approve your application, you will have access via Internet Banking, Mobile Banking and/or Phone Banking to the funds in your account(s) and information about your account(s).

We may from time to time and without notice to you change the software, system or equipment required to access Internet Banking, Mobile Banking or Phone Banking. It is your responsibility to obtain and maintain any Electronic Equipment that you require to use our Internet Banking, Mobile Banking or Phone Banking. When exercising discretion to grant access or make changes to the Internet Banking, Mobile Banking or Phone Banking system we will do so acting reasonably and in accordance with any applicable law.

37.4. If any Authorised Signatory has access to your nominated account(s) or Credit Account(s) through Internet Banking, Mobile Banking or Phone Banking you may request to cancel the authority at any time by attending any Greater Bank branch, writing to us or phoning our Customer Service Centre on 1300 651 400.

37.5. **We may acting reasonably, in our absolute discretion and without notice to you:**

- a) **refuse to give effect to any instructions received from you in relation to Internet Banking, Mobile Banking or Phone Banking**
- b) **temporarily suspend access to your Internet Banking, Mobile Banking or Phone Banking arrangements.**

37.6. **We may, acting reasonably and in accordance with any applicable law, cancel your access to Internet Banking, Mobile Banking and Phone Banking at any time without notice. However, we will notify you as soon as possible after that cancellation.**

37.7. We are under no obligation to process any transactions on the day on which that transaction is made. However, we will endeavour to process each transaction:

- a) made before 5.00pm AEST or AEDST when in operation on any business day on that day
- b) made after 5.00pm AEST or AEDST when in operation on the next business day
- c) made on any day other than a business day on the next business day.

37.8. We will provide you with a transaction receipt number every time you make a transaction using Internet Banking, Mobile Banking or Phone Banking. You should record the transaction receipt number and it should be quoted if you have any queries in relation to that transaction.

37.9. You agree that any request for a balance or information using Internet Banking, Mobile Banking, Phone Banking or by any other means, you make in relation to any account or Credit Account that is regulated by the National Credit Code ("the Code") is not a request for a statement in relation to any balance, credits, debits, overdue amounts or amounts payable in respect of that regulated account.

38. Internet Banking

Clause 38 to 43 of this section 2 of Part E applies in relation to access to Internet Banking. **The range of services we make available through Internet Banking will be determined by us at our absolute discretion from time to time. We may, acting reasonably, extend or reduce this range of services at any time without notice to you.**

38.1. When you register for our Internet Banking we will give you a username and a password.

38.2. You authorise us to act upon all instructions in relation to Internet Banking by using your username and password.

38.3. Your username and passwords are the Access Methods for Internet Banking. You can use Internet Banking to initiate EFT Transactions on your account or Credit Account with us including and without limitation to:

- a) transfer funds between Greater Bank accounts held in your name
- b) transfer funds between Greater Bank accounts and accounts at other financial institutions
- c) transfer funds to Third Party Accounts
- d) utilise the "batch payment" option for bulk payrolls to Greater Bank and Third Party Accounts
- e) make BPAY Payments
- f) view or pay selected bills via BPAY View
- g) view transaction details
- h) activate new and replacement cards
- i) online statements.

38.4. Transactions may only be processed via Internet Banking with respect to Term Investment Accounts during the 10 days following rollover from the Maturity Date.

38.5. You can only deposit (and not withdraw or transfer) via Internet Banking with respect to your Christmas Club Account with the exception of withdrawals conducted between 1 November and 31 December each year.

38.6. You can only deposit or transfer (and not withdraw) via Internet Banking with respect to your Bonus Saver Account.

39. Availability of Internet Banking

39.1. We will make reasonable efforts to ensure the availability of our Internet Banking during the hours we have specified in clauses 37.7, 38.4 and subject to your obligations in clause 37.3.

40. Transaction Processing and Limits for Internet Banking

40.1. We will issue a transaction receipt number for a transaction conducted using Internet Banking at the time of the transaction. However, a transaction may not be processed by another financial institution until their next batch processing day. A session summary can be printed when you have finished conducting your transaction(s).

40.2. **We may acting reasonably apply a limit per customer on specified transactions using Internet Banking on any one day** (as set out in Part 2 of these Terms and Conditions).

40.3. If you are seeking Internet Banking access to an account that requires two or more to sign, access to debit the account electronically will only be given if each of you are individually registered. To complete any transaction each of you are required to enter your password.

40.4. If your account requires two or more to sign, the transaction may be authorised from Electronic Equipment at separate locations. This requires the authorised signatory to log on and enter their individual Access Method.

41. Confirmation of Internet Banking Transactions

41.1. Information about transactions and balances on any account or Credit Account that is available through our Internet Banking may not reflect the current position on that account or Credit Account.

42. Liability for Internet Banking

- 42.1. **Subject to any rights that cannot be excluded by law** (including rights under the *Australian Securities and Investment Commission Act (2001)* and the *Competition and Consumer Act (2010)* (Cth) **and to Part F of these Terms and Conditions in the case of EFT Transactions and to Part G of these Terms and Conditions in the case of BPAY Payments, we are not liable for any loss or damage suffered by you or any other person arising directly or indirectly from, or in connection with your use of Internet Banking.** This includes, but is not limited to, loss or damage that may arise as a result of:
- inaccuracies, errors, omissions or delays in relation to the Internet Banking
 - the loss, modification, damage or destruction of hardware or software caused by computer viruses or program bugs or similar causes
 - your Internet Banking being unavailable at any particular time or inaccessible from any particular location.

If you use Internet Banking other than for private or domestic use, our liability is restricted subject to Part F of these Terms and Conditions in the case of EFT Transactions and subject to Part G of these Terms and Conditions in the case of BPAY Payment, in accordance with Section 64A of the Competition and Consumer Act to:

- in the case of goods, the replacement or repair of the goods or the cost of replacing or repairing the goods**
- in the case of services, re-supplying the services or the cost of re-supplying the services.**

43. Internet Banking General

- 43.1. You must check your account records carefully and promptly. If you believe that there has been a mistake in any transaction using Internet Banking, or an unauthorised transaction, you must notify us immediately.

44. Mobile Banking

- 44.1 **Mobile Banking is an extension of the facilities offered by Internet Banking. It is not a standalone product. Clauses 37 to 43 of the Terms and Conditions Part 1 apply to the use of Mobile Banking.**

45. Access to Mobile Banking

- 45.1 Mobile Banking is only available to registered users of Internet Banking. No other steps are required to be undertaken to register for Mobile Banking.
- 45.2 You will use your username and password for Internet Banking to log in and access Mobile Banking.
- 45.3 Not all Mobile Devices are capable of accessing and supporting Mobile Banking. It is your responsibility to ensure any Mobile Device you use to access Mobile Banking is compatible and capable of supporting Mobile Banking. We will not be responsible for any damage or loss to a Mobile Device as a result of your access or use or attempted access or use of Mobile Banking.

46. Availability of Mobile Banking

- 46.1 All conditions of use and charges relating to a Mobile Device you use to access Mobile Banking are your

responsibility. We are not liable for any costs you incur to access Mobile Banking using a Mobile Device.

- 46.2 You should check with the telecommunication provider for your Mobile Device whether you are able to access Mobile Banking if you travel outside Australia. We are not liable for any additional costs you may incur to access Mobile Banking outside Australia.

47. Use of Mobile Banking

- 47.1 Not all functions and features of Internet Banking are available for Mobile Banking.
- 47.2 You can use Mobile Banking to access and initiate EFT Transactions on your account or Credit Account including to:
- view a list of accounts or Credit Accounts including balances
 - transfer funds between accounts held in your name
 - transfer funds between accounts and other accounts held at other ADIs
 - make BPAY Payments to billers.

48. Protecting Your Access Method

- 48.1 Your Mobile Device is an Access Code for the purposes of accessing your Mobile Banking facility. In addition to your obligations under clause 55 of these Terms and Conditions you must:
- not keep or store your 4-digit code or username and password to Mobile Banking in your Mobile Device
 - lock your Mobile Device and take any reasonable steps necessary to prevent unauthorised use of Mobile Banking on your Mobile Device
 - not leave your Mobile Device unattended while logged in to Mobile Banking
 - not allow any other person use your Mobile Device to perform transactions using Mobile Banking
 - notify us immediately if your Mobile Device is lost or stolen
 - only install approved applications on your Mobile Device and do not override the software lockdown (i.e. jailbreak your Mobile Device).

49. Phone Banking

Clauses 49 to 53 of this section 2 of Part E applies if you register for access to our Phone Banking. **The range of services we make available through our Phone Banking will be determined by us at our absolute discretion, from time to time. We may, acting reasonably, extend or reduce this range of services at any time without notice to you.**

- 49.1. When you registered for our Phone Banking you will be given an Access Code to use in conjunction with your Account Number.
- 49.2. You authorise us to act upon all instructions in relation to Phone Banking by using your Account Number and Access Code.
- 49.3. Your Account Number and Access Code are the Access Methods for Phone Banking. You can use Phone Banking to initiate EFT Transactions on your Account or Credit Account with us including, without limitation to:

- a) ascertain account balances
 - b) check the last ten transactions
 - c) transfer funds between your Greater Bank accounts
 - d) make BPAY Payments.
- 49.4. Transactions can be processed via Phone Banking:
- a) with respect to your Term Investment Accounts within 10 days following rollover from the Maturity Date
 - b) with respect to your Christmas Club Account by making deposits only.
- 49.5. To protect the account security Phone Banking transaction access to an account that requires two or more to sign is not available. Any account holder wishing to obtain an account or Credit Account balance (as opposed to conducting a transaction) can contact our Customer Service Centre on 1300 651 400.

50. Availability of Phone Banking

- 50.1. We will make reasonable efforts to ensure the availability of our Phone Banking during the hours we have specified and ensure that the information we make available to you through our Phone Banking is correct.

51. Transaction Processing and Limits for Phone Banking

- 51.1. We will issue a transaction receipt number for a transaction conducted using Phone Banking at the time of the transaction. However, a transaction may not be processed by another financial institution until their next batch processing day.

52. Confirmation of Phone Banking Transaction

- 52.1. Information about transactions and balances on any account that is available through our Phone Banking may not reflect the current position on that account or Credit Account.

53. Liability for Phone Banking

- 53.1. **Subject to any rights that cannot be excluded by law** (including rights under the *Australian Securities and Investment Commission Act (2001)* and the *Competition and Consumers Act (2010)* (Cth) **and to Part F of these Terms and Conditions in the case of EFT Transactions and to Part G of these Terms and Conditions in the case of BPAY Payments, we are not liable for any loss or damage suffered by you or any other person arising directly or indirectly from, or in connection with your use of Phone Banking.** This includes, but is not limited to, loss or damage that may arise as a result of:

- a) inaccuracies, errors, omissions or delays in relation to Phone Banking
- b) the loss, modification, damage or destruction of phone systems caused by line faults or breakages, power failure or similar causes
- c) our Phone Banking being unavailable at any particular time or inaccessible from any particular location.

If you use our Phone Banking other than for private or domestic use, our liability is restricted, in accordance with Section 64A of the *Competition and Consumer Act* to:

- a) **in the case of goods, replacement or repair of the goods or the cost of replacing or repairing the goods; or**

- b) **in the case of services, re-supplying the services or the cost of re-supplying the services.**

54. Phone Banking General

- 54.1. You must check your account records carefully and promptly. If you believe that there has been a mistake in any transaction using Phone Banking, or an unauthorised transaction, you must notify us immediately.

Section 3: Security of your Card and Access Method

55. Protecting Your Access Method

- 55.1. Your Access Method is confidential and we will rely on it as constituting your electronic signature. Your Access Method allows anybody using it to access and transact on your account or Credit Account and we are authorised by you to permit such access and transactions conducted. Because of this you must take special care to protect your Access Method.
- 55.2. You must ensure that your Access Method is kept secure and not disclosed to anyone except us in the course of transacting on your account or Credit Account. Where you have an Additional Cardholder or Authorised Signatory they will be advised of their Access Method separately. You must ensure that any Additional Cardholder or Authorised Signatory does not disclose their Access Method to anyone except us in the course of transacting on your account or Credit Account.
- 55.3. To protect your Access Method you and any Additional Cardholders or Authorised Signatories must:
- a) attempt to memorise your Access Method
 - b) destroy any documentation we issue to you containing your Access Method
 - c) not keep a record of your Access Method near or stored with any item that allows you to access your account or Credit Account with the Access Method (e.g. card, your telephone or computer)
 - d) not disclose your Access Method to any person (including a family member or friend)
 - e) not allow any unauthorised person to observe or hear your Access Method
 - f) not leave your computer or telephone or Mobile Device (as the case may be) unattended when you are using Internet Banking, Phone Banking or Mobile Banking
 - g) not keep or store your password or access code to Mobile Banking in your Mobile Device.

Important

You must not select an Access Method that is easily identified or associated with you (e.g. your date of birth, telephone number, your name or part of it, or drivers licence number etc).

- 55.4. If you make a record of your Access Method you must take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable

attempt to prevent unauthorised access or to disguise your Access Method if you:

- a) store the record of your Access Method with, or close to any item that allows you to access your account or Credit Account with the Access Method (e.g. a card, your telephone or computer)
- b) record the Access Method in reverse order
- c) record it as a series of numbers with any of them marked to indicate the Access Method
- d) record the Access Method as a telephone number with the Access Method in its correct sequence within the number
- e) record the Access Method as a telephone number where no other telephone numbers are recorded
- f) disguise the Access Method as a date or as an amount. There may be other forms of preventing unauthorised access or disguising your Access Method that may also be considered unsuitable because of the ease with which the Access Method can be found.

55.5. If you suspect the security of your Access Method has been compromised you must ensure you change your Access Method as soon as possible, and that you notify us of the suspected compromise of your Access Method immediately.

55.6. **If you do not comply with the provisions of this clause, another person may be able to access your account or Credit Account and you may be liable for any losses incurred.**

56. Protecting Your Card

56.1. If we have issued you with a card for your account or Credit Account you must keep your card secure. You must:

- a) sign your card as soon as you receive it
- b) not give your card to anyone else or let anyone else use it
- c) keep your card with you whenever you can
- d) check regularly that you still have your card.

56.2. You must keep your Access Code secret. Accordingly you must:

- a) memorise your Access Code
- b) destroy our letter advising you of your Access Code as soon as possible
- c) not tell anyone your Access Code, even your family, friends or our staff
- d) not keep a record of your Access Code on or with your card
- e) ensure that no one sees your Access Code when you are using it.

56.3. We do not promote, endorse or authorise the use of an Account Access Service or aggregation service. Any use by a user of an Account Access Service or aggregation service in relation to any account you have with us is at your own risk and subject to these Terms and Conditions.

57. Reporting Your Card or Access Method Lost or Stolen

57.1. You must notify us immediately if:

- a) an Access Method or Card is lost or stolen

- b) you become aware or suspect another person knows your Access Method or has used your Access Method without your authority; or
- c) any record you may have of your Access Method is lost or stolen.

57.2. To notify us in accordance with this clause you may do so by:

- a) calling into any Greater Bank branch
- b) phoning 1300 731 144 available 24 hours, 7 days a week
- c) if the card is a Visa Card and it is lost or stolen outside Australia, phoning Visa Global Customer Assistance Service (GCAS).

57.3. When you notify us of your loss, you will be given a notification number. This should be retained as evidence of the date and time of your report.

57.4. **Any unreasonable delay in notifying us may mean you are liable for some or all of the loss incurred as a result of unauthorised access or transactions made using your Access Method** (see Part F of these Terms and Conditions in the case of EFT Transactions).

57.5. We will not be liable for any losses resulting from you leaving your card in an ATM except where the ePayments Code states otherwise.

Part F – Terms and Conditions for EFT Transactions

The Terms and Conditions set out in this part apply to all EFT Transactions.

58. Warranty of Compliance with the ePayments Code

The ePayments Code is an important code of practice that protects you when using electronic funds transfers. You can view a copy of the ePayments Code on the Australian Securities and Investment Commission website at www.asic.gov.au.

58.1. We warrant that we will comply with the requirements of the ePayments Code.

58.2. If both the Terms and Conditions in this Part F and other Terms and Conditions apply to a transaction and there is any conflict or any inconsistency between them, the conditions in Part F apply to the extent of the inconsistency.

59. Liability for Unauthorised Transactions

59.1. This clause does not apply to any transactions carried out by you or by anyone performing a transaction with the user's knowledge and consent.

59.2. **You WILL NOT be liable for losses arising out of:**

- a) unauthorised transactions where it is clear that the user did not contribute to the loss
- b) the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents or employees
- c) any component of an Access Method that is forged, faulty, expired or cancelled

- d) unauthorised transactions occurring after you have notified us that your card was misused, lost or stolen, or that the security of Access Codes have been breached
- e) transactions that require the use of a card or Access Code forming part of your Access Method that occurred before you have received that Access Code (including a reissued device or Access Code)
- f) the same transaction being incorrectly debited more than once to the same account or Credit Account.

59.3. You WILL BE liable where we can establish on the balance of probability that the user has contributed to the losses in any of the following ways:

- a) through your fraud
- b) voluntarily disclosing one or more Access Codes or Access Methods to anyone, including a family member or friend
- c) indicating one or more of the Access Codes on the outside of the card
- d) keeping a record of one or more of the Access Codes (without making any reasonable attempt to protect the security of the Access Code) on the one article, or on several articles, carried with your card so that they are liable to loss or theft simultaneously with the card
- e) keeping a record of the Access Code or codes that can be used together without a card on anything the user carries with a card or any article that is liable to be lost or stolen with a card without making any reasonable attempt to disguise the security of the Access Code
- f) selecting or changing an Access Code to an Access Code that represents you after we have instructed the user not to
- g) otherwise acting with extreme carelessness in failing to protect the security of all your Access Codes and Access Methods
- h) where the ePayments Code requires, that the recording or voluntary disclosure of one or more but not all of the Access Codes forming part of the Access Method was the dominant contributing cause of the loss.

59.4. In these cases, you WILL BE liable for the actual losses that happen before you or the user notified us that the card had been misused, lost or stolen or that the security of the Access Code forming part of the Access Method has been breached, but WILL NOT be liable for any of the following amounts:

- a) that portion of the losses incurred on any one day that exceeds the daily transaction limit
- b) that portion of the losses incurred in a period that exceeds any other periodic transaction limit(s) applicable to that period
- c) the portion of the total losses incurred that exceeds the balance of the account(s) or Credit Account(s)
- d) all losses incurred on any account or Credit Account that we and you had not agreed could be accessed using the Access Method.

59.5. Where you have contributed to losses resulting from unauthorised transactions by unreasonably delaying notification of the misuse, loss or theft of a card forming

part of the Access Method, or that the security of any Access Codes forming part of the Access Method has been breached, you WILL BE liable for the actual losses that occur between when you became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we are actually notified, EXCEPT FOR:

- a) that portion of the losses incurred on any one day that exceeds the Daily Transaction Limit applicable to the card or Credit Account
- b) that portion of the losses incurred in a period that exceeds any other periodic transaction limit applicable to that period
- c) the portion of the total losses incurred that exceeds the balance of your account or Credit Account
- d) all losses incurred on any account that we and you had not agreed could be accessed using the Access Method.

59.6. Where an Access Code was required to perform the unauthorised transactions and 59.3 and 59.5 does not apply, you WILL BE responsible for an amount not exceeding the least of:

- a) \$50.00
- b) the balance of your account or Credit Account from which value was transferred in unauthorised transactions and that we and you have agreed may be accessed using the Access Method
- c) the actual loss at the time we were notified that the card had been misused, lost or stolen or that the security of the Access Code forming part of the Access Method had been breached (excluding that portion of the losses incurred on any one day that exceed any applicable Daily Transaction or other periodic transaction limit).

59.7. If you suffer a loss arising from a malfunction or breakdown of an ATM or any other system or equipment and you should have been aware that the machine was malfunctioning or was not able to be used, our liability is limited to:

- a) the correction of any errors on your account or Credit Account; and/or
- b) the refund of any charges or fees imposed on you as a result. (See Part 2 of these Terms and Conditions for details of fees).

59.8. Where you notify us of an unauthorised EFT Transaction with respect to your account or Credit Account your liability is restricted to the maximum amount prescribed by the terms and conditions of the card scheme. In determining the maximum amount of your liability under the rules of the card scheme, you should assume we have exercised all rights under the terms and conditions governing that card scheme.

60. Changes to Your Terms and Conditions

This clause applies to the Terms and Conditions in this Part F.

60.1. We will provide you with written notice, at least 20 days before we change the Terms and Conditions to:

- a) increase your liability for losses relating to EFT Transactions

- b) **impose, remove or adjust the periodic transaction limits applying to the use of the Access Method**
 - c) **impose or increase charges relating solely to the use of an Access Method, or the issue of an additional or replacement Access Method.**
- 60.2. We will advise you of any other change made:
- a) in time to comply with any applicable legislative requirements for a particular period of notice in advance of the date the change takes effect
 - b) where there is no such legislative requirement, in advance of the date the change takes effect
 - c) in the manner required by any applicable legislation, or if there are no such requirements, in a manner that is likely to come to the attention of as many account and Credit Account holders as possible, which may include:
 - i. notice on, or with your periodic statement
 - ii. notices on EFT terminals or in branches
 - iii. an advertisement in the national or local media.
- 60.3. However, we WILL NOT give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the system or individual accounts or Credit Accounts.

61. Statements – Electronic Communication

- 61.1. Except where the ePayments Code otherwise permits and subject to the requirements of any applicable law, you agree we may use electronic means to communicate with you instead of written communications, for example, to provide you with statements, notices, transaction confirmations or receipts electronically.
- 61.2. Subject to the requirement of any applicable law, where you carry out a transaction through Internet Banking a transaction record or receipt (which you can elect to save or print) is available to you on our website immediately on completion of the transaction. For these transactions we will not provide you with a paper transaction record or receipt.
- 61.3. If your account or Credit Account can have EFT Transactions credited or debited we will provide a statement at least every six months. You can ask us to provide statements more frequently.

62. Complaints or Disputes

- 62.1. If you have a complaint or query about a transaction involving use of an Access Method or card and Access Method, or of an entry on a statement, you should contact any Greater Bank branch or our Customer Service Centre on 1300 651 400 immediately. If you are not satisfied with the information you have been given, you can enquire further in writing. You must set out all relevant information we require for our investigation of the matter.
- 62.2. Within 21 days of receiving your written complaint, we will either complete our investigation and advise you in writing of the outcome, or tell you in writing that we need more time to complete our investigation. If we are unable to resolve your complaint within 45 days, we will:
- a) inform you of the reasons for the delay
 - b) provide you with monthly updates on the progress of your complaint

- c) specify a date when you can reasonably expect a decision to be made (unless we are waiting for a response from you and we have told you that we require that response).

- 62.3. The external dispute resolution scheme we are a member of with respect to electronic transactions is the Credit Ombudsman Service Ltd.
- 62.4. When we have completed our investigation of a complaint, we will promptly inform you of the outcome of that investigation and reasons for that outcome (including references to relevant clauses of the ePayments Code). Unless your complaint has been resolved completely in your favour, we will also provide you with details of any further action you can take in respect of the ePayments Code, including contact details for the external dispute resolution scheme.
- 62.5. If, as a result of our investigation of your complaint, we decide that your account or Credit Account has been incorrectly credited or debited, we will promptly make adjustments to your account or Credit Account including any fees, interest or charges and notify you in writing of those adjustments (see Part 2 of these Terms and Conditions for details of our current fees).
- 62.6. If, on completion of our investigation, we decide that you are liable, in accordance with the ePayments Code, for at least part of the amount of the transaction subject to the complaint, we will make available to you copies of any documents or other evidence relevant to the outcome of our investigation, including information from any logs or audit trails relating to the transaction and advise you where there was any system or equipment malfunction at the time of the transaction.
- 62.7. Where we decide to resolve your complaint arising from an unauthorised transaction in clause 59.2. and 59.6. we may within 7 business days of receipt of that complaint, adjust the balance of your account, or in the case of a Credit Account the excess amount and subsequently notify you in writing of that adjustment.

63. Deposits to Accounts by Funds Transfer

- 63.1. Subject to verification of amounts deposited, we are responsible for the security of deposits received at Electronic Equipment controlled or provided by us or on our behalf from the time the transaction at that equipment is completed.

Part G – Terms and Conditions for BPAY

64. BPAY Terms and Conditions

- 64.1. These BPAY Terms and Conditions apply if you ask us to make a payment on your behalf through the BPAY Scheme.
- 64.2. We are a member of the BPAY Scheme. The BPAY Scheme is an electronic payment scheme through which you can ask us to make payments on your behalf to billers who tell you that you can make BPAY Payments to them. We will tell you if we are no longer a member of the BPAY Scheme.

- 64.3. When you request us to make a BPAY Payment, you must give us the information specified below under the heading "Information you must give us". We will then debit your account or Credit Account with the amount of that BPAY Payment. We may decide not to make a BPAY Payment if there are insufficient Cleared Funds in your account at that time. We are not acting as your agent or the agent of the biller when we make a BPAY Payment on your behalf.
- 64.4. If there is any inconsistency in relation to the use of the BPAY Scheme between the Terms and Conditions set out in this Part G and the remainder of the Terms and Conditions set out in this document, the latter will apply to the extent of that inconsistency.
- 64.5. No transactions can be processed via BPAY with respect to Christmas Club, Bonus Saver, Life Saver and Term Investment Accounts.
- 64.6. You may register to receive, view and pay selected bills via our BPAY View facility. This service is available on our Internet Banking site and allows you to access an electronic summary of your regular bills issued by participating billers within our Internet Banking Service. You are able to arrange payment of your bill at any time between the receipt of the bill and the due date, using the pre-populated information based upon your bill summary via the BPAY View facility. We will arrange to send you advice that a bill is pending via our secure email service within our Internet Banking Service at the time the bill summary is received by us.

65. How to Use the BPAY Scheme

- 65.1. We will treat any instruction to make a BPAY Payment as authorised by you, when it is given to us and either:
- your Access Method is entered; or
 - you request us to process your instruction.

66. Information You Must Give Us

- 66.1. You must give us the following information when you make a BPAY Payment:
- the account from which you want us to debit the BPAY Payment
 - the amount of the BPAY Payment
 - the Biller's Code of the biller you wish to pay
 - the biller customer reference number.
- 66.2. We do not have to effect a BPAY Payment if you do not give us all of the above information or if any of that information is inaccurate.

67. Payments

- 67.1. **We may acting reasonably impose restrictions on the account(s) or Credit Account(s) from which a BPAY Payment may be made.**
- 67.2. We do not have to process a BPAY Payment if there are insufficient Cleared Funds in the account or Line of Credit Account (if it operates as a debit facility only) from which you have instructed us to make the BPAY Payment or if the BPAY Payment, if processed, would cause the Credit Limit applicable to a Line of Credit Account to be exceeded or result in there being no Excess Amount on a Mortgage Express Account.

- 67.3. You must notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your account or Credit Account (this does not apply to a mistake you make as to the amount you mean to pay – see clause 70.2).
- 67.4. On your request, we may at our absolute discretion, depending on the circumstances including the time of your request, stop a BPAY Payment that you have instructed us to make. To make a request to stop a BPAY Payment contact our Customer Service Centre on 1300 651 400.

68. Processing Payments

- 68.1. Subject to clause 68.2, billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the biller to whom it is directed:
- on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before the Payment Cut-off Time on a Banking Business Day; or
 - on the next Banking Business Day, if you tell us to make a BPAY Payment after the Payment Cut-off Time on a Banking Business Day, or on a Non-Banking Business Day; or
 - on the day or next Banking Business Day, that you have nominated for a scheduled payment to take place.
- 68.2. We cannot guarantee that a BPAY Payment will always be treated as being received as set out in this clause. If you tell us to make a BPAY Payment before the Payment Cut-off Time on a Banking Business Day your payment will generally be treated by the biller to whom it is directed as having been made on that day. The BPAY Payment may take longer to be credited to a biller if you tell us to make the BPAY Payment after the Payment Cut-off Time on a Banking Business Day or on a day that is not a Banking Business Day or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details. Payment Cut-off Time 5.00pm.

69. When a Biller Cannot Process a Payment

- 69.1. If we are notified that a biller cannot process a BPAY Payment, we will:
- advise you of this
 - credit your account or Credit Account with the amount of the BPAY Payment
 - if you ask us to do so, take all reasonable steps to assist you in making a BPAY Payment to that biller as soon as possible.
- 69.2. 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.

70. Accuracy of Information

- 70.1. You are responsible for ensuring:
- the customer information provided to us by you at the time of registration is accurate and that you inform us promptly of any change to this information
 - the accuracy of information provided to us through Internet Banking, Phone Banking and BPAY payments made over the counter.

- 70.2. If you discover that you instructed us to make a payment to a biller for an incorrect amount:
- a) if the amount you instructed us to pay is greater than the required amount, contact the biller for a refund
 - b) if the amount is less than the required amount, you should make a further payment (using BPAY or another method) for the difference.
- 70.3. You must notify us immediately if you become aware that you may have made a mistake (except for a mistake as to the amount you mean to pay – for those errors see clause 70.2). Clause 76 describes when and how we will arrange for such a payment to be refunded to you.

71. Changes to Terms Affecting BPAY

- 71.1. **We reserve the right to acting reasonably vary these BPAY Terms and Conditions and will inform you of the changes in accordance with clause 72 of these Terms and Conditions.**

72. Changes to Your Terms and Conditions

This clause applies to the Terms and Conditions in this Part G.

- 72.1. **We will act reasonably and provide you with written notice, at least 20 days before we change the Terms and Conditions to:**

- a) **increase your liability for losses relating to EFT Transactions**
- b) **impose, remove or adjust the periodic transaction limits applying to the use of the Access Method**
- c) **impose or increase charges relating solely to the use of an Access Method, or the issue of an additional or replacement Access Method.**

- 72.2. We will advise you of any other change made:

- a) in time to comply with any applicable legislative requirements for a particular period of notice in advance of the date the change takes effect
- b) where there is no such legislative requirement, in advance of the date the change takes effect
- c) in the manner required by any applicable legislation, or if there are no such requirements, in a manner that is likely to come to the attention of as many account or Credit Account holders as possible, which may include:
 - i. notice on, or with your periodic statement
 - ii. notices on EFT terminals or in branches
 - iii. an advertisement in the national or local media.

- 72.3. However, we WILL NOT give you advance notice of a change necessitated by an immediate need to restore or maintain the security of the system or individual accounts.

73. Suspension

- 73.1. **We may suspend or cancel your right to participate in the BPAY Scheme if at any time:**

- a) **a user or any one acting on a user's behalf are suspected of acting in a fraudulent manner**
- b) **in circumstances we consider reasonably appropriate.**

74. Cut-off Times

- 74.1. BPAY Payments may be effected the next business day if you tell us to make a BPAY Payment on a Saturday, Sunday or public holiday or if the biller does not process a Payment

as soon as they receive its details. If you arrange a post-dated BPAY Payment that falls on a Saturday, Sunday or public holiday, the payment will be effected just after midnight on the first business day prior to the Saturday, Sunday or public holiday.

- 74.2. If you instruct us to make a BPAY Payment before the times specified below it will in most cases be treated as having been made on the same day. Cut-off times: Monday – Friday 5.00pm; Saturday, Sunday and public holidays – processed next business day.

75. Account Records

- 75.1. You must check your account records carefully and immediately report to us as soon as you become aware of any BPAY Payments that you think are erroneous, or made by someone else without your permission.

76. Liability for Mistaken Payments, Unauthorised Transactions and Fraud

- 76.1. Liability for losses arising from unauthorised BPAY Payments is governed by clause 59 of these Terms and Conditions.

- 76.2. We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those billers to whom your BPAY Payments are to be made.

- 76.3. You must tell us immediately if:

- a) you become aware of any delays or mistakes in processing your BPAY Payment
- b) you did not authorise a BPAY Payment that had been made from an account or Credit Account
- c) you think that you have been fraudulently induced to make a BPAY Payment.

- 76.4. We will attempt to rectify any such matters in relation to your BPAY Payment in the way described in this clause. If the ePayments Code applies to your account or Credit Account and a BPAY Payment is made on your account or Credit Account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with clause 59 of these Terms and Conditions. **Otherwise, to the extent permitted by any applicable law or Code, we are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme other than any loss or damage that is due to our negligence or breach of any condition or warranty implied by law that cannot be excluded, restricted or modified at all or only to a limited extent.**

- 76.5. If a BPAY Payment is made to a person or for an amount that is not in accordance with your instructions (if any), and your account or Credit Account has been debited with the amount of that payment, we will credit that amount to your account or Credit Account (including any fees, charges or Government Charges arising from that payment). However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so from the person who received the amount of that payment, you must pay us that amount.

- 76.6. If a BPAY Payment is made in accordance with a payment direction that appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account or Credit Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it
 - the payment was made as a result of the payment direction that did not comply with any requirements we may have for such payment direction.
- 76.7. If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear that loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.
- 76.8. If a BPAY Payment you have made falls within the type described in clauses 76.5, 76.6 and 76.7, then we will apply the principles set out in clause 76.6. If a BPAY Payment you have made falls within both the types described in clauses 76.5 and 76.7, then we will apply the principles set out in clause 76.7.
- 76.9. **You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:**
- did not observe any of your obligations under the BPAY Scheme Terms and Conditions**
 - acted negligently or fraudulently in connection with the other Terms and Conditions of your account or Credit Account.**
- 76.10. If you tell us that a BPAY Payment made from your account or Credit Account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY Payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify any BPAY Payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY Payment. If we are advised that your payment cannot be processed by a biller we will credit your account or Credit Account with the amount of the BPAY Payment.
- 76.11. You acknowledge that receipt by a biller of a mistaken or erroneous BPAY Payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and their biller.
- 76.12. This clause 76 only applies to EFT Transactions to the extent to which Part F of these Terms and Conditions does not apply.

77. Disputes

- 77.1. If you have a dispute that relates to a BPAY Payment and you are an individual who has requested us to make a BPAY Payment on your behalf wholly or exclusively for private or domestic use, then we will deal with your dispute in accordance with dispute resolution procedures established under the BPAY Scheme.

Part H – Terms and Conditions for BPAY Biller Facility

78. BPAY Biller Terms and Conditions

- 78.1. If you hold a Business Account with us you may apply to participate in the BPAY Biller Facility provided by us. The BPAY Biller Facility enables you to collect payments from your customers using the BPAY Scheme.
- 78.2. To apply for the BPAY Biller Facility you will be required to meet the following requirements:
- hold a Business Account with us
 - complete a BPAY Biller application form. A non-refundable application fee as disclosed in Part 2 of our Terms and Conditions will be debited from your Business Account when your application is received by us.
- 78.3. If your application is successful you will be required to enter into a BPAY Biller Agreement that will set out all the terms and conditions that apply to a BPAY Biller Facility. You need to comply with the terms and conditions of the BPAY Biller Agreement and the BPAY Scheme procedures.
- 78.4. Details of the payments made to you via BPAY are collected electronically by us and the funds are credited to your account each business day. Payments received via the BPAY Scheme are processed as cleared funds to your account.
- 78.5. We can change the Terms and Conditions and the BPAY Scheme procedures can be changed by BPAY Pty Ltd. Changes we make will be notified in writing in the manner set out in the BPAY Biller Agreement.
- 78.6. In accordance with the BPAY Biller Agreement you must:
- agree to authorise us to debit or credit your account where necessary to effect payments and adjustments made via the BPAY Scheme
 - agree to authorise us to unwind the payment and return the funds to the sender where:
 - a payment is incorrectly sent to you
 - a payment is sent to you for the wrong amount.
 - agree to only use BPAY logos and trademarks in accordance with the BPAY Biller Agreement and BPAY Identity Standards
 - establish a fair policy for the correction of errors and the exchange and return of goods and services where we become involved in effecting error corrections. We reserve the right to recover amounts previously credited to your account due to an error included in the payment and disputed as fraudulent transactions

- e) acknowledge that payment directions received by us after the cut-off time will be processed on the next business day
 - f) **agree to indemnify us against any losses, expenses, claims, suits, demands, actions and proceedings as a result of:**
 - i. **any negligence, misrepresentation or fraud with respect to performance of your obligations under the BPAY Biller Agreement**
 - ii. **a breach by you of any applicable laws**
 - iii. **a failure by you to observe your obligations under the BPAY Biller Agreement**
 - iv. **any use of BPAY logos or marks that is not in accordance with the BPAY Biller Agreement.**
- 78.7. The ongoing provision of the BPAY Biller Facility may be subject to us performing periodical reviews to ensure you are conducting:
- a) the BPAY Biller Facility in accordance with the terms and conditions of the BPAY Biller Agreement and the BPAY Scheme procedures
 - b) your Business Account in a satisfactory manner.

79. Termination

- 79.1. Subject to the Terms and Conditions contained in the BPAY Biller Agreement either party may:
- a) terminate the BPAY Biller Agreement by giving 90 days' written notice
 - b) serve upon the other party a notice specifying a date for the termination if there is a default by that other party.
- 79.2. If you default under the BPAY Biller Agreement we may suspend your participation in the BPAY Scheme.

Part I – Terms and Conditions for Merchant EFTPOS Facility

This part applies to Business Account holders who apply for a Merchant EFTPOS Facility from another ADI.

80. Applying for a Merchant EFTPOS Facility

- 80.1. We are a party to a referral agreement with another ADI, together with other Mutuals, whereby we refer Business Account holders wishing to acquire a Merchant EFTPOS Facility to the ADI who may, at their discretion, provide the Business Account holder with the Merchant EFTPOS Facility.
- 80.2. You can apply for a Merchant EFTPOS Facility at any Greater Bank branch by completing the application form. We then forward the application to the ADI for consideration according to their usual business criteria.
- 80.3. If the application meets the criteria and is approved by the ADI, they will negotiate directly with you and forward further information and contracts for execution.
- 80.4. The ADI will dispatch the EFTPOS terminal to you upon receipt of the signed contract. It is your responsibility to install the terminal received from the ADI.

- 80.5. **We reserve the right to, acting reasonably, refuse to forward to the ADI any application you make to acquire a Merchant EFTPOS Facility at any time.**

81. Fees, Charges and Commissions

- 81.1. The ADI will negotiate any fees and charges in relation to the Merchant EFTPOS Facility directly with you. Any fee structure we provide to you in relation to the Merchant EFTPOS Facility is indicative only and is only to be used as a guide to the potential fees and charges that may be charged by the ADI.
- 81.2. All fees and charges payable by you to the ADI in relation to the Merchant EFTPOS Facility will be debited directly from your Business Account.
- 81.3. **In the event your Business Account becomes overdrawn as a result of the fees and charges payable to the ADI, you agree to indemnify us for such amounts** and agree that we can recover from you those amounts including but not limited to:
 - a) such charges relating to credit card transactions and debit card transactions (including service charges, fees and other charges) as are determined by the ADI from time to time and which are notified by the ADI to you
 - b) all Government Charges and taxes that apply
 - c) the full amount of all sales refund transactions processed pursuant to your agreement with the ADI
 - d) any over-credits made by the ADI in respect of sales transactions due to errors or omissions
 - e) any credits made by the ADI in respect to sales transactions which are not valid
 - f) any amounts representing sales made on the facility that have been charged back by the ADI
 - g) all other monies due to the ADI pursuant to your agreement with the ADI.
- 81.4. We receive commissions from the ADI for referring Business Account holders. For full details of the commissions see Part 2 of these Terms and Conditions.

82. Termination

- 82.1. **We reserve the right, at our absolute discretion, to notify the ADI that we will no longer facilitate the arrangements contained in this Part I in respect of your Business Account.**
- 82.2. Nothing in this Part I precludes us from closing your Business Account in accordance with these Terms and Conditions. We will notify the ADI of any such closure.

Part J – Terms and Conditions for Greater Bank Direct Debit User Facility

83. Greater Bank Direct Debit User Facility Terms and Conditions

- 83.1. If you hold a Business Account with us you may apply to participate in the Greater Bank Direct Debit Facility provided by us. The Greater Bank Direct Debit User Facility enables you to make multiple direct debit transactions using BECS.

- 83.2 To apply for the Greater Bank Direct Debit User Facility you will be required to meet the following requirements:
- a) hold a Business Account with us
 - b) complete a Direct Debit User application form. A non-refundable application fee as disclosed in Part 2 of our Terms and Conditions will be debited from your Business Account when your application is received by us.
- 83.3 If your application is successful you will be required to enter into a Direct Debit User Agreement that will set out the terms and conditions that apply to the Greater Bank Direct Debit Facility. You need to comply with the terms and conditions of the Direct Debit User Agreement and the BECS rules.
- 83.4 In accordance with the Direct Debit User Agreement you must:
- a) obtain from each of your customers, prior to debiting items from their account, a DDR in writing and in your favour in such form as approved by us
 - b) enter into, prior to debiting items from your customers' accounts, a DDR Service Agreement in such form as approved by us
 - c) establish a fair policy for your customers to dispute any debit item
 - d) **agree to indemnify us against any losses, expenses, claims, suits, demands, actions and proceedings as a result of:**
 - i. **any negligence, misrepresentation or fraud with respect to performance of your obligations under the Direct Debit User Agreement and/or BECS rules**
 - ii. **a breach by you of any applicable laws**
 - iii. **a failure by you to observe your obligations under the Direct Debit User Agreement.**
- 83.5 To initiate the direct debit from your customer's account you will process a file containing a direct debit in an ABA format via our Internet Banking interface. Our Internet Banking interface will not allow any file to be processed that is not in the correct format.
- 83.6 Proceeds of the direct debits are credited to your Business Account at the time you process the file referred to above. Three (3) business days' clearance will apply to the amount so credited to your Business Account.
- 83.7 The ongoing provision of the Greater Bank Direct Debit User Facility will be in accordance with the BECS rules and you agree to be bound by the BECS rules in place and as may be amended from time to time.

84. Termination

- 84.1 Subject to the terms and conditions contained in the Direct Debit User Agreement either party may:
- (a) terminate the Direct Debit User Agreement by giving 90 days' written notice
 - (b) serve the other party a notice specifying a date for termination of the Direct Debit User Agreement if there is a default by the other party.
- 84.2 **If you, in our reasonable opinion, are in breach of the Direct Debit User Agreement or the BECS rules we may act reasonably, at our absolute discretion, suspend your participation in the Greater Bank Direct Debit User Facility.**

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GreaterBank >



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