

BPay

Supplementary
Product Disclosure
Statement
(SPDS)

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Version 1

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BPay

This is a Supplementary Product Disclosure Statement (SPDS) containing important information regarding Transcomm Credit Union's BPAY service. Transcomm Credit Union recommends that you read this SPDS in its entirety, including all three parts of the PDS dated 1 March 2004-Version 1, for financial products, general information relevant to all products and non-cash payment products and services and their related Terms and Conditions, SPDS iComm Transcomm Internet Banking, dated 1 March 2005-Version 1 and SPDS Schedule of Fees and Charges dated 1 August 2005, version 2) before applying to acquire the service. This SPDS has been prepared to assist you with the understanding of the significant features of the service to enable you to make informed choices about the service before you acquire it.

1. Description of BPay

For the purposes of this SPDS, “BPAY” refers to an electronic payment system operated in co-operation between Australian Financial Institutions, which enables you to effect bill payment to Billers who participate in the BPAY scheme (the BPAY logo will be displayed on the bill you wish to pay). Transcomm will offer BPAY to members via **iComm** - Transcomm Credit Union’s Internet banking service. (Please refer to SPDS iComm Transcomm Internet Banking, 1 March 2005-Version 1).

2. The Features and Benefits

2.1 The BPAY service will enable you to pay a wide range of bills from your savings accounts, 24 hours a day, and 7 days a week at a time that suits you and at your convenience. For a bill to be paid, the Biller must be part of the BPAY scheme and have the BPAY logo displayed on their bill. The only information you will need is the Biller Code, Customer Reference Number and the amount due which can all be found on the bill.

2.2 As Transcomm will only offer BPAY through iComm, our Internet banking service, you will need to first register to use iComm, (if you have not already done so). When you are successfully registered to use iComm, you will be issued with a User ID, which consists of your Transcomm Credit Union membership number plus a four-digit number. When your registration has been successfully processed, your access to iComm will be enabled. (Refer also to SPDS iComm Transcomm Internet Banking, 1 March 2005-Version 1).

2.3 To use BPAY simply log onto iComm, using your User ID and your own password. Select BPAY from the menu. Then simply provide the biller code and customer reference number that appears on the bill, the amount you want to pay and your account number from which the funds are to be drawn. This account will be debited with the amount you specified. Details of the BPAY payment, including a receipt number, will appear on your account statement.

2.4 You will also be able to create on-going BPAY bill payment and therefore, be able to pay bills up to 60 days in advance, where allowed by the Biller.

2.5 DOLLAR DISCLOSURE

- (a) We are required by the *Corporations Act 2001* to disclose benefits of using this service in dollars and where the disclosure item is dependent on facts and circumstances that are not known to us at the time this SPDS is prepared or where the disclosure item is a non –monetary benefit or interest, we have to disclose the nature and extent of the benefit.
- (b) We are of the view that the actual use and frequency of your use of this service is not known to us nor can we reasonably estimate the volume of transactions you intend to effect. As such, the nature of the benefit can only be described (but not measured) in terms of the convenience to you, of being able to access your account in the comfort of a location with internet access, 24 hours a day, and 7 days a week at a time that suits you and at your convenience. As at the time this SPDS is being prepared, we do not charge a fee for each transaction undertaken by you; we cannot assess the dollar value of this benefit either currently or in the future. We believe that any attempt to do so would confuse or mislead you. (Refer also Clause 4 below).

3. Significant Risks

3.1 All precautions have been taken in respect to BPAY transactions. However, the security of electronic transfers' transactions cannot be guaranteed, particularly in an electronic medium such as the Internet. There are always the risks of interception of information by a rogue or hacker. There is also a risk for the solicitation of your passwords, access codes, banking and account details via bogus emails from fraudsters. Transcomm will **never** request your password and account details through

the use of emails **under any circumstances**. Where you are in doubt of any communication received, purportedly from Transcomm, do contact us at our branch at 99 King Street, Melbourne or call us on 03 9629 4484 during business hours or 1800 013 042 for country Victoria members to confirm that the communication was indeed from Transcomm.

3.2 You **MUST** also take special care to protect your iComm User ID and passwords because anyone who has your Internet User ID and password can make transactions on your account. You may be liable for operations on the account where correct access codes have been used. It is strongly recommended that you do not disclose your access codes to any third party. (Please refer to SPDS iComm Transcomm Internet Banking, 1 March 2005-Version 1).

3.3 Please note that if you access BPAY, then you will be taken to have read the terms and conditions below. Upon such use, the terms and conditions will apply to every BPAY payment on your account and you will be legally bound by it.

4. Costs

We currently do not charge a fee for each BPAY transaction. However, we may introduce fees and charges and vary them from time to time by giving you not less than 30 days written notice. We may charge you and debit your account with any fees and charges that apply. Please note that where your payment fails or your transaction is rejected, you may be charged a dishonour fee by the Biller (See Clause 5.3). All dishonour fees and charges will be debited to your Access Account. (Please refer to SPDS Schedule of Fees and Charges, dated 1 August 2005, version 2). As fees and charges are subject to changes, we recommend that you refer to Transcomm's website www.transcomm.com.au or contact us on (03) 9629 4484 during business hours or 1800 013 042 for country Victoria members, for the latest fees and charges. Details of our current fees and charges are also available at our branch.

5. Terms and Conditions

These BPAY Terms and Conditions will govern your access to BPAY. It is therefore important that you read these BPAY Terms and Conditions carefully before you use BPAY.

5.1 DEFINITIONS

“Access Method” means the method(s) authorized by us for your use and accepted by us as authority to make a BPAY payment and to access your Account, in this case, iComm, Transcomm’s internet banking service.

“Account” means any Transcomm Credit Co-operative Limited account(s) operated by you and accessible using iComm, and which you use for the purpose of effecting a BPAY payment.

“Authorised User” means the authorised signatory(s) registered to use BPAY (and iComm).

“Banking Business Day” means any days on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

“Biller” means an organisation who tells you that you can make bill payments to them through BPAY.

“BPAY” means the electronic payment scheme called BPAY, operated in co-operation between Australian financial institutions which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or internet access or any other Access Method as approved by us from time to time.

“BPAY Payment” means a payment transacted using BPAY.

“BPAY Pty. Ltd.” means BPAY Pty. Limited
ABN 69 079 137 518, PO Box 1083 North Sydney NSW 2059,
Telephone (02) 9922 3511.

“CreditLink” means CreditLink Services Limited, ABN 97 087 822 464, 6 Moorak Street, Taringa, Queensland 4068.

“Cut-off time” means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY.

“You” means you, the authorised user, and any other person authorised by you to act on your behalf and to use BPAY and iComm services. Any other grammatical form of the word “you” has a corresponding meaning.

“We/Us/Our/Transcomm/Transcomm Credit Union” means Transcomm Credit Co-operative Limited ABN 54 087 651 750; AFSL 245606. Any other grammatical form of the word “we” has a corresponding meaning.

5.2 SECURITY BREACHES

5.2.1 We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:

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

5.2.2 If you think that the security of your Access Method has been compromised, please notify us immediately by calling (03) 9629 4484 or 1800 013 042 for country Victoria members during business hours, or writing to us via email at member.services@transcomm.com.au

5.2.3 If you believe that an unauthorized BPAY Payment has been made and your User ID and /or password is known to a third party, you should immediately change your password and advise us that your User ID has been compromised. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

5.3 USING BPAY

5.3.1 We are a member of BPAY. We will tell you if we are no longer a member of BPAY.

5.3.2 BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.

5.3.3 Unless we advise you otherwise, you may use BPAY only to make payments from the Account.

5.3.4 When you tell us to make a BPAY Payment, you must tell us the Biller's code number (found on your bill), your Customer Reference Number (e.g. your account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.

5.3.5 You acknowledge that we are not required to affect a BPAY Payment if you do not give us all the information specified in Clause 5.3.4 above or if any of the information you give us is inaccurate.

5.3.6 We will debit the value of each BPAY Payment and any applicable fees and charges to the Account that the relevant BPAY Payment is made.

5.3.7 If you instruct us to make a BPAY Payment but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.

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

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

5.3.10 You are responsible for ensuring that there are sufficient cleared funds in the Account to cover your BPAY Payment(s). If there are insufficient cleared funds or, as relevant, insufficient credit available, the BPAY Payment(s) will not be made and you may be charged a dishonour fee.

5.4 PROCESSING OF BPAY PAYMENTS

5.4.1 BPAY Payment instruction is irrevocable, except for future dated payments (see Clause 5.5 of these terms and conditions). You cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.

5.4.2 We will treat your BPAY Payment instruction as valid if and when you give it to us and you use the correct Access Method.

5.4.3 You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay: for these errors, please see clause 5.4.8 below) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.

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

- (a) on the date you direct us to make it, if we receive your direction by that cut-off time on a Banking Business Day, and
- (b) otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process BPAY Payment as soon as they receive its details.

5.4.6 Notwithstanding this, a delay may occur with the processing of a BPAY Payment if:

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

5.4.7 If we are advised that your BPAY Payment cannot be processed by a Biller, we will:

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

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

- (a) the amount paid was greater than the amount you were required to pay, you should contact the Biller to obtain a refund for the excess or
- (b) the amount you paid was less than the amount you were required to pay, you can make another payment for the difference between the amount actually paid and the amount you were required to pay.

5.4.9 Please check your account(s) statements and records very carefully. If you believe a transaction is wrong or unauthorised, you should contact us immediately on (03) 9629 4484 or 1800 013 042 for Victorian Country members.

5.4.10 We recommend that you record all receipt numbers issued in respect of BPAY Payments made to assist in checking the transactions against your Account statement. We recommend that you record the receipt number on the respective bill.

5.5 FUTURE-DATED PAYMENTS

5.5.1 Where this facility is allowed by the Biller, you may arrange BPAY Payments up to 60 days in advance of the time for payment. If you use this option you should be aware that:

- (a) You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility, that there is sufficient credit for that purpose.

- (b) If there are insufficient cleared funds or, as relevant, insufficient credit available, the BPAY Payment will not be made and you may be charged a dishonour fee.

5.5.2 You are responsible for checking your Account transaction details or Account Statement to ensure the future-dated payment is correctly made.

5.5.3 You should contact us on (03) 9629 4484 or 1800 013 042 for country Victoria members during business hours, if there are any problems with your future-dated payment.

5.5.4 You must contact us BEFORE the date of payment if you wish to cancel a future-dated payment. You cannot stop the BPAY Payment after that date.

5.5.5 Please check your account(s) statements and records very carefully. If you believe a transaction is wrong or unauthorised, you should contact us during business hours, immediately on (03) 9629 4484 or 1800 013 042 for Victorian Country members.

5.5.6 We recommend that you record all receipt numbers issued in respect of BPAY Payments made to assist in checking the transactions against your Account statement. We recommend that you record the receipt number on the respective bill.

5.6 BPAY TRANSACTION LIMITS

5.6.1 We may impose a daily limit on the amount of BPAY Payments you make on any one day.

5.6.2 If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly. However, we may limit the amount you may transact on any one day via BPAY on the other transactions.

5.6.3 We will advise you of all such transaction limits.

5.7 REFUSING BPAY PAYMENT DIRECTIONS

5.7.1 You acknowledge and agree that:

- (a) We may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY and
- (b) We are not liable to you or any other person for any loss or damage that you or any third party may suffer as a result of the refusal.

5.7.2 Where it cannot be established that you contributed to the loss, your liability will be the lesser of:

- (a) \$150;
- (b) the balance of the relevant account(s) accessed through iComm (including any pre-arranged credit limit); or
- (c) the actual loss at the time you notify us of the breach of security of the password or of the misuse of the service.

5.7.3 You will not be liable for any losses arising from unauthorised transactions where it is clear that you have not contributed to those losses. You will **not** be liable for losses that occur through iComm:

- (a) Resulting from unauthorised transactions after you have notified us in accordance with Clauses 5.2.2 and/or 5.2.3, that the password security has been breached or the Service misused;
- (b) That are caused by fraudulent or negligent conduct of Transcomm employees or agents or the employees or agents of a company or person in the network on which iComm is provided;
- (c) Resulting from unauthorised transactions involving a password which is forged, faulty, expired or cancelled; or
- (d) Occurs before you have received your User ID.

5.7.4 You will also **not** be liable for any unauthorised transactions that occur through iComm after you have given us notice in writing that you no longer wish to use iComm and we have confirmed in writing that your access has been cancelled.

5.8 ACCESS METHOD SECURITY GUIDELINES

5.8.1 Transcomm will only offer BPAY through iComm, our Internet banking service. We recommend that you read SPDS iComm Transcomm Internet Banking, dated 1 March 2005-Version 1.

5.8.2 As the Access Method requires the use of your User ID together with your password, the security of your password is very important. You, as an authorised user, are responsible for the security of your password. You must keep your password secret and take all necessary steps to prevent any unauthorised use of your password. You must make every effort to see that any record of your password is not misused, lost or stolen. For security reasons, you may be required to change your password at any time. If you fail to observe the security requirements set out in these Terms and Conditions, you may incur increased liability for unauthorised use of your password, (see Clause 5.9).

You must:

- Not record your password on any item that is easily accessible by anyone or is liable to loss or theft;
- Not permit any other person to use your password;
- Not disclose your password and make it available to any other person (including a family member or friend);
- Use care to prevent anyone else seeing your password when logging onto iComm;
- Not keep any written record of your password. If you choose to store your password on your computer, you must ensure that the computer is kept secure with a further password or code and that you disguise the password so that it cannot be easily ascertained by anyone who gains access to it in its disguised form;
- Exit immediately after you have finished using iComm by clicking the “logout” button. You must not leave your computer unattended when you are accessing the Service.

5.8.3 If you require a memory aid to recall your password, you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and accordingly, as part of these Terms and Conditions, you agree:

- Not to record your password by reversing the number sequence;
 - Not to record your disguised password on any item that is liable to loss or theft;
 - Not to describe your password as a 'password' or something similar;
 - Not to select or disguise your password by using any of the following combinations (or part of them):
 - Dates of birth;
 - Personal phone numbers;
 - Family member's names;
 - Social security numbers;
 - Licence numbers;
- (e) Not to store your password in any low security electronic device of any kind, such as (but not limited to):
- Calculators;
 - Personal computers;
 - Electronic Computers;
 - Mobile Phones;
 - Other electronic devices

5.8.4 Where more than one signatory has access to the account(s), a password will be set up for each signatory. This password is unique and personal to the signatory and allows the signatory to initiate transactions on the account(s) individually or jointly with other signatories. You must ensure that each signatory keeps his or her password secure and in accordance with these Terms and Conditions. You must advise us in writing, of any changes to and revocation of account signatory and the appropriate registration form must be completed before a new signatory is allowed access. You must ensure that all signatories are aware of these Terms and Conditions and you are responsible for ensuring that they protect and main-

tain the security of the password in accordance with these Terms and Conditions. You are responsible and liable for all actions taken by the signatories and you must ensure that the signatories do not do or omit anything that contravenes your obligations under these Terms and Conditions.

5.8.5 We are entitled to assume that any transactions authorised with the combined use of your User ID and password (or passwords in the case of multiple signatories' accounts), is authorised by you. You are liable for all transactions carried out by you or by anyone carrying out a transaction with your authority or express or implied consent, regardless of when the transaction is processed to your account(s).

5.8.6 iComm will be subject to continual upgrading and enhancement and accordingly, we may need to modify, enhance, cancel or withdraw the Service at anytime. We will endeavour to keep disruptions for maintenance purposes to a minimum.

5.8.7 We will make all reasonable effort to ensure that the Service is available for 24 hours a day, seven (7) days a week. However, Transcomm is not liable:

- For any breakdown in the Service for whatsoever reason or any inability to access the Service and
- For any corruption of data and any breakdown, interruption or errors caused to your computer as a result of using the Service.

5.8.8 You will not be liable for losses caused by our system or equipment failure in the completion of a transaction. This limitation on your liability does not apply to the operation or failure of any external system or equipment including any system or equipment used by you or on your behalf.

5.9 YOUR LIABILITY FOR BPAY PAYMENTS

5.9.1 You are liable for all transactions carried out via BPAY by you or anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.

5.9.2 If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.

5.9.3 You will not be liable for losses caused by unauthorised BPAY Payments where it is clear that you have not contributed to the loss.

5.9.4 You will not be liable for losses that are

- (a) caused by fraudulent or negligent conduct of employees or agents of :
 - (i) us,
 - (ii) any organization involved in the provision of BPAY, or
 - (iii) any Biller.
- (b) relating to a forged, faulty, expired or cancelled Access Method,
- (c) resulting from unauthorised use of the Access Method:
 - (i) before you receive that Access Method or
 - (ii) after you notify us in accordance with Clause 5.2.2 that your Access Method has been mis-used or used without your authorisation,

5.9.5 You will not be liable for loss that is caused by the same BPAY Payment being incorrectly debited more than once to your Account.

5.9.6 You will be liable for losses arising from unauthorised BPAY Payment transactions entered before you notify us that the security of the password has been breached or the Access Method has been misused. You will be deemed to have contributed to the losses:

- (a) by failing to choose and protect the password in accordance with Clause 5.8 or otherwise acting

with extreme carelessness in failing to protect the security of your password; or

- (b) By unreasonably delaying notification to us in accordance with Clause 5.2, of the security of your password was being breached or the service being misused.

5.9.7 You will also be deemed to have contributed to the unauthorised use because you:

- (a) Recorded or indicated your password on any item that is liable to loss or theft; or
- (b) Disclosed your password (including to a family member, friend or one of our staff); or
- (c) Allowed someone else to use your password; or
- (d) Did not sufficiently disguise your password (see Clause 5.8); or
- (e) Allowed someone else to access your account(s) by not logging off from iComm; or
- (f) Selected any of the password combinations detailed in Clause 5.8.3.

5.9.8 Subject to the Terms and Conditions governing the relevant account debited for the unauthorised transaction, your liability under this clause will be limited to the lesser of:

- (a) the daily transaction limit applicable to the Service for each day or part thereof during which the transaction occurred prior to notification to us: and
- (b) the balance of your account (including any pre-arranged credit limit) at the time of the unauthorised transaction.

5.9.9 You indemnify us against any loss or damage we may suffer due to any claims, demands or actions of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these BPAY Terms and Conditions or acted negligently or fraudulently under this agreement.

5.9.10 If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment, allowing us to obtain information about your Account with the Biller as is reasonably required to investigate the payment. If you do not give us this consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

5.9.11 Notwithstanding any of the above provisions, your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct.

5.10 MALFUNCTION

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment. In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system was unavailable for use or is malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges incurred by you as a result.

5.11 CONSEQUENTIAL DAMAGE

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

5.11.2 We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition as outlined in Clause 5.9 above.

5.12 RESOLVING ERRORS ON ACCOUNT STATEMENTS

5.12.1 All BPAY Payments and applicable fees will be recorded on the account statements of the Accounts to which the BPAY Payments are debited.

5.12.2 Please check all entries on your Account statement carefully.

5.12.3 If you believe a BPAY Payment entered on your Account Statement is wrong or was not authorised by you, please contact us immediately and give us the following details:

- (a) your name and Account number,
- (b) the date and amount of BPAY Payment in question,
- (c) the date of the Account Statement in which the payment in question first appeared,
- (d) a brief and clear explanation of why you believe the payment is unauthorised or an error.

5.12.4 If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further details from you.

5.12.5 Within 21 days of receipt from you of the details of your compliant, we will:

- i. complete our investigation and advise you in writing of the results of our investigations: or
- ii. advise you in writing that we require further time to complete our investigations.

5.12.6 We will complete our investigations within 45 days of receiving your compliant unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

5.12.7 Upon the completion of our investigations, we will write to you to advise you of the outcome and the reasons for that outcome (by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct).

5.12.8 If you are not satisfied with our decision, you may request that Senior Management review the decision. If you wish to take the matter further, you may contact our Internal Dispute Resolution Officer at 99 King Street or by telephoning 03 9629 4484. (Refer also to Clause 2.6, Section B - PDS dated 1 March 2004-Version 1, for financial products, general information relevant to all products and non-cash payment products and services and their related Terms and Conditions).

5.12.9 If our investigations reveal that an error was made, we will make the appropriate adjustment to the Account, including interest and charges (if any) and advise you in writing of the amount of the adjustment.

5.12.10 If we decide that you are liable for a portion or all of the loss arising from an unauthorised BPAY Payment, we will:

- (a) give you copies of any document or other evidence we relied on in arriving at the decision; and
- (b) advise you in writing whether or not there was any system malfunction at the time the payment the subject of the complaint, was made.

5.12.11 If we fail to observe these procedures or the requirements of Electronic Funds Transfer Code of Conduct when we allocate liability conduct the investigations or communicate the reasons for our decision and this failure prejudices the outcome of the investigations or causes unreasonable delays in its resolution, we may accept liability for part of or the entire amount.

5.13 TRANSACTION AND OTHER FEES AND CHARGES

5.13.1 There are no transaction fees for each BPAY Payment. However, we may introduce fees and charges and vary them from time to time by giving you not less than 30 days written notice. We may charge you and debit your account with any fees and charges that apply. (Please refer to SPDS Schedule of Fees and Charges dated 1 August 2005-Version 2).

5.13.2 Please note that where your payment fails or your transaction is rejected, you may be charged a dishonour fee by the Biller (See Clause 5.3). All dishonour fees and charges will be debited to your Access Account. (Please refer to SPDS

Schedule of Fees and Charges dated 1 August 2005-Version 2). As fees and charges are subject to changes, we recommend that you refer to Transcomm's website or contact us on (03) 96294484 during business hours or 1800 013 042 for country Victoria members, for the latest fees and charges. Details of our current fees and charges are also available at our branch.

5.14 CHANGES TO TERMS AND CONDITIONS

We may change these Terms and Conditions of Use from time to time. If we do, we will give you notice, as specified under the Credit Union Code of Conduct.

5.15 CANCELLATION OF BPAY REQUEST

5.15.1 You may cancel your access to BPAY at any time by giving us written notice.

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

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

5.15.4 If, despite the cancellation of your BPAY access, you carry out a BPAY Payment using the Access Method, you will be liable for that BPAY Payment.

5.15.5 Your access to BPAY will be terminated when :

- (a) we notify you that your Access Method or the Account with us has been cancelled;
- (b) you close the last of your Accounts with us which has BPAY access;
- (c) you cease to be our member; or
- (d) you alter the authorities governing the use of your Account with BPAY access (unless we agree otherwise).

5.16 PRIVACY

5.16.1 Full information on our approach to privacy is contained in our Privacy Information Notice. This is available upon request or on our website.

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

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

- (a) Billers nominated by you and
- (b) BPAY Pty. Ltd. and any agent appointed to it from time to time, including CreditLink Services Ltd. who provide the electronic systems to implement BPAY.

5.16.4 You must notify us if your personal details change and you consent to us disclosing your updated information to the parties in Clause 5.16.3 above.

5.16.5 You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the third parties in clause 5.16.3 above by contacting them.

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

5.17 MISCELLANEOUS

5.17.1 These Terms and Conditions govern BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the terms and conditions applicable to your Account (Refer to Section A – PDS dated 1 March 2004-Version 1, for financial products, general information relevant to all products and non-cash payment products and services and their related Terms and Conditions.) and the Access Method (Refer to SPDS Transcomm Internet Banking, dated 1 March 2005-Version 1). To the extent of any inconsistency between these BPAY Terms and Conditions and the terms and conditions applicable to the Accounts or Access Method, the BPAY Terms and Conditions will prevail.

5.17.2 You agree that you will promptly notify us of any change of address.

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

5.18 OTHER CONDITIONS

Transcomm Credit Union may at any time add to, remove, change or impose restrictions on, the functions of BPAY in any respect.

This SPDS is not required to be lodged with ASIC
and ASIC is not responsible for any of its content.

We're as close as your phone
or visit our Head Office at:

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Country Vic 1800 013 042

Fax (03) 9629 4130

Hours of Business

8.30am - 4.30pm Monday to Friday

General Enquiries

enquire@transcomm.com.au

Loan Enquiries

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Website

www.transcomm.com.au

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