

CONDITIONS OF USE NET BANKING INTERNET SERVICES & ACCESSLINE TELEPHONE SERVICE:

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INTRODUCTION

Detailed below are the Conditions of Use which apply to your access to and use of an Electronic Banking Service including transactions on your accounts with us made through an Electronic Banking Service.

Please read the Conditions of Use and, if you do not understand any part of it, please contact us on 02 6672 2744.

The Conditions of Use and accompanying information operate in conjunction with any other legal rights held by you or us. We strongly recommend that you keep a copy of these Conditions of Use as they contain information that could be important to you in the future.



IF YOU EXPERIENCE PROBLEMS USING AN ELECTRONIC BANKING SERVICE CALL

02 6672 2744

DEFINITIONS

Access Codes

An Access Code means your Client number and your password.

Ancillary Equipment

Any equipment as specified by us that you will require to use an Electronic Banking Service.

Communication Network

The Communication Network(s) through which we make Electronic Banking Services available to you from time to time.

Electronic Banking Service

Means any service we offer from time to time through a Communication Network to enable you to receive information from us and transmit instructions to us electronically concerning your accounts with us and other matters as we may specify from time to time.

Net Banking

Southern Cross Credit Union's Internet banking service you access with a personal computer by [visiting our Website](#).

Accessline

Southern Cross Credit Union's telephone banking service you access when you call 02 6672 2744, Option 1.

You and Your

Any references in these Conditions to 'you' and 'your' includes a reference to any third party authorised by you to access and/or operate your account(s) through the Net Banking or Accessline Service, with the intent that you shall be liable for any use of a Net Banking or Accessline Service in respect of your account(s) and for any failure on the part of any such third party to observe these Conditions of Use.

CONDITIONS OF USE

Any one of these Conditions which purports to exclude, limit or modify our liability to you is subject to any non-excludable liability imposed on us by the Trade Practices Act, 1974.

Member Responsibility

The member/s is responsible for ensuring the accuracy of information loaded into Net Banking regarding transfers, bill paying and downloading of data.

The Credit Union accepts no responsibility for transfers, bill paying and downloading of data performed by the member/s.

Use of Access Codes

You must use Access Codes;
to use Net Banking and Accessline;
and to enable us to identify you.

Security of Access Codes

To guard against unauthorised use, it is important that you:

- Keep secure and protected your record of Access Codes.
- Keep only one record of your Access Codes.
- Keep your records of your password, membership number, and confidential identification details separate and apart from each other.

- Do not tell any person your Access Codes.
- Do not allow any person to watch you enter, or hear your Access Codes.

What to do if your Access Codes are lost or stolen

You must inform us as soon as possible if you become aware of unauthorised use of any one of your Access Codes or of the loss or theft of a record of any of your Access Codes or if you suspect that any of your Access Codes have become known to someone else.

Net Banking or Accessline customers:
please telephone us on 02 6672 2744.

If you unreasonably delay notifying us, your possible loss as a result of unauthorised transactions on your accounts may increase.

Who pays for unauthorised use of your Access Codes?

You are not liable for unauthorised use that:

- occurs before you have received the Access Codes that we provide or before you have established your password, or
- takes place after you tell us that any of your Access Codes have been misused, lost or stolen or have become known to someone else.

Please telephone us on (02) 6672 2744

Use of an Electronic Banking Service

We are authorised to act upon all instructions given through either Net Banking or Accessline Service using your Access Codes. We may, as part of our security procedures, record and retain telephone instructions.

Transactions made through either the Net Banking or Accessline Service:

- are governed by these Conditions;
- are governed also by the terms and conditions of the accounts being used;
- may be processed at our option on the next business day;
- may be limited to specific amounts.

We will take such reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by us through an Electronic Banking Service will remain confidential and protected from unauthorised access but we will not otherwise be liable for any unauthorised access by any means to that information.

We may cancel the use of your Access Codes for either the Net Banking or Accessline Service at any time without notice if we believe the Access Codes are being used, or will be used, in a way that will cause losses to you or us.

What if an Electronic Banking Service is unavailable?

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use an Electronic Banking Service.

We undertake to make all reasonable efforts to ensure that the Electronic Banking Service you use is available to you during the hours specified by us from time to time but we are not liable to you for or in connection with any failure of an Electronic Banking Service to perform in whole or in part, any function which we have specified it will perform; the unavailability of an Electronic Banking Service to you in whole or in part because of the failure of the Communication Network, Ancillary Equipment or any circumstance beyond our reasonable control; or delays or errors in the execution of any transaction or instruction because of the Communication Network, Ancillary Equipment or any circumstance beyond our reasonable control.

What should you do if you think we have made a mistake?

Contact us as soon as possible if you think:

- There has been a mistake in a transaction made through an Electronic Banking Service;
- Information received through an Electronic Banking Service is wrong.

If we dispute your claim but are unable to resolve the dispute immediately, we will indicate to you the time needed to investigate your claim. We will report to you as soon as possible and generally within 10 business days, giving you the reasons for our decision.

If we find an error in your account, we will promptly correct the error, adjust interest and charges to the account accordingly and tell you. If we conclude from our investigations that no error has occurred, you may ask us to -

- review our investigation;
- give you a copy of the material on which we based our decision.
- We cannot give you material which may breach a confidence, legal duty or obligation or which may adversely impact on security.

If you are not satisfied with our answer, we will advise you of other avenues of dispute resolution available to you.



Accuracy of information

We will take all reasonable steps to ensure that the information that we make available to you through an Electronic Banking Service is correct and updated regularly at the intervals we specify from time to time. We will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the Communication Network, Ancillary Equipment or any other circumstance beyond our reasonable control.



What charges can we make?

We may from time to time impose such fees and charges for your use of an Electronic Banking Service as shall be notified to you. We are authorised to debit the account nominated by you from time to time for the amount of our fees and charges and with all Government Taxes, duties or charges from time to time imposed on transactions made by your use of an Electronic Banking Service. If at any time there are insufficient funds in your nominated account we are authorised to debit any other of your accounts with the Southern Cross Credit Union Ltd.



Ancillary Equipment

It is your responsibility to obtain and maintain the Ancillary Equipment required to use an Electronic Banking Service.



Conditions Binding

You accept these conditions by using the Access Codes. In turn, we undertake to keep to these Conditions once you have used the Access Codes, subject to our right to vary the Conditions as detailed below.



Can we change these Conditions?

We reserve the right to vary these Conditions

We will give you at least 30 days written notice if any variation will :

- impose or increase charges relating to your use of an Electronic Banking Service;
- increase your liability for losses relating to transactions through an Electronic Banking Service;
- adjust the transaction limits applying to your use of an Electronic Banking Service; or
- mean that your Electronic Banking Service or delivery system for your Electronic Banking Service is to be discontinued or withdrawn.

We will tell you of all other variations in advance through the Electronic Banking Service or in press advertisements or notices in branches. Our obligation to give you advance notice does not apply if variations are required in an emergency to restore or maintain the security of any Electronic Banking Service or of any individual account with us. If there are a lot of changes in a twelve month period we will send you a new brochure setting out all the current Conditions.

We fulfil our obligations to give you notice under these Conditions if we post the notice by ordinary mail to the last address you gave us, or advertise in a paper circulating generally in the area known as the Daily News or the Northern Star, or update the Conditions on our Internet Site and advise any new fees and charges in the Newsletter section of our Internet Site.

