

# terms and conditions

*Internet Banking*



## Terms and Conditions for Internet Banking

These Terms and Conditions contain information about Victoria Teachers Credit Union Limited's (ABN 44 087 651 769) Internet Banking to help you make an informed decision when considering applying for our Internet Banking Service. Please read the Terms and Conditions carefully and retain a copy for future reference.

The relevant provisions of the Mutual Banking Code of Practice and the Electronic Funds Transfer Code of Conduct apply to our Internet Banking Service and we warrant that we will comply with these provisions.

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## Internet Banking Features and Benefits

Internet Banking offers you the major features of banking in the convenience of a location that suits you, any time, day or night.

Victoria Teachers Credit Union recognises that all information must remain confidential and your funds must be kept secure. To do this we:

- Require Members to use unobvious passwords and to keep them secure.
- Require Members to use an on screen keypad to enter a login password.
- Require Members to use One Time Password (*if they are registered for SMS Security*) or on screen keypad to add a new Funds Transfer External payee or add a new BPAY Biller.
- Require Members who have registered for SMS Security and SMS Alerts to use a One Time Password if they are changing their personal contact details using Internet Banking or the SMS Alerts they wish to receive.
- Use Account timeout and blocking mechanisms.
- Only support the use of secure browsers that offer 128-bit encryption.
- Use firewalls, which protect your information and our systems.
- Regularly monitor activity logs for abnormalities.
- Send an Internet Banking confirmation email advice to the email address provided once a transaction has been successfully processed. You can disable this feature from within your Internet Banking settings if it is not required.

Internet Banking transactions are non-chargeable transactions. There is no limit to the number of free transactions you can make.

Visit our website at [www.victeach.com.au](http://www.victeach.com.au) to access Internet Banking after registering.

## With Internet Banking you can:

- Pay bills online using electronic transfers or BPAY on selected Accounts.<sup>1</sup>
- Receive bills online via BPAY View.<sup>1</sup>
- Check and print your Account balances and transaction history.
- Download transaction details.
- Transfer funds between selected Accounts internally and to other financial institutions (*funds transferred externally are*

usually available at the receiving institution in 1-2 business days; this is dependent on the receiving institution and the time the transaction is initiated).<sup>1</sup>

- Obtain a statement of interest earned for taxation purposes.
- Change your Internet Banking password.
- Open certain types of Accounts online
- Personalise the screen settings to your individual requirements.
- Order a Personal Cheque Book or Deposit Book.<sup>1</sup>
- Redraw funds available under any redraw facility on your loan.<sup>2</sup>
- Download a home loan or credit card application.
- Change your phone, address and email details.
- Edit/delete BPAY Biller details and External Funds Transfer BSB details.
- Change the payment frequency for future dated payments.
- View, modify or delete future dated payments.
- View payroll details.
- Decrease your Funds Transfer External limit.
- Register your mobile phone for SMS Security, SMS Enquiries and SMS Alerts.<sup>3,4</sup>
- View Account information via your mobile phone.<sup>5</sup>
- View SMS Alerts on the event of specific transactions.<sup>3,5</sup>
- View remaining limited free transactions.

Your Signatory will be able to perform the same functions.

Some of the above functions are unavailable on certain types of Accounts. For example, you cannot make payments using the Internet Banking Service from a term deposit Account. See the general Account terms and conditions for features of each particular Account.

1. For information on Internet Banking related Accounts and payment facilities, refer to our Terms and Conditions available at our branches, on our website [www.victeach.com.au](http://www.victeach.com.au) or by contacting us on **1300 654 822**. 2. Loans in joint names require written authorisation from all borrowers to redraw. Authorisation forms are available on our website or upon request. Minimum redraw of \$500 applies. 3. SMS Alerts and SMS Enquiries are charged by the Credit Union on a pay per use basis. 4. One Time Password is not charged to the Members. 5. These functions are only available if you or any Signatory have registered for SMS Alerts.

## Internet Banking Risks

Before you use the Internet Banking Service, read the Terms and Conditions of Internet Banking in this document carefully. You should follow the password and security guidelines detailed in clauses 2 and 3 of these Terms and Conditions below to protect against unauthorised access to your Accounts and information. You should also ensure that any Signatories or Authorised Account Viewers read the Terms and Conditions and follow the security guidelines.

If you or your Signatory fails to take the required security measures relating to passwords, or delays notifying us of any breach of the security of a Password or any misuse of the Internet Banking Service, you may be liable for any losses incurred. Liability for losses will be determined in accordance with clause 8 of these Terms and Conditions and the Electronic Funds Transfer Code of Conduct.

## Terms and Conditions of Internet Banking

### 1 Interpretation

In these Terms and Conditions:

- ‘Account’ means any Victoria Teachers Credit Union Limited Account or Accounts operated by you and accessible using the Internet Banking Service.
- ‘Account Access Code’ means the code shared amongst Signatories to a Multiple Signatory Account or Authorised Account Viewers which provides limited Account access without an ability to perform transactions on the Account.
- ‘Authorised Account Viewer’ means any person authorised by you to view details of an Account using the Internet Banking Service.
- ‘Credit Union’ means Victoria Teachers Credit Union Limited.
- ‘Funds Transfer External’ means a transfer of funds between an Account and an Account at another financial institution.
- ‘Internet Banking Service’ means the facility we provide to Members to enable them to receive information about Accounts, perform transactions and to transmit instructions to us electronically via the Internet.
- ‘Mobile Phone’ includes any mobile device which you (or, where the context requires, a Signatory or Authorised Account Viewer) use(s) to send and receive SMS messages from the Credit Union in relation to the SMS Security and/or SMS Alerts and/or SMS Enquiries services.

- ‘Multiple Signatory Account’ means an Account with more than one person authorised by the Account holder to have limited or unlimited Account access to perform transactions.
- ‘Password’ means your personal code, which provides access to the Internet Banking Service and to each Account you have nominated to be accessed by the Internet Banking Service, and includes:
  - Any secondary password which may be required to perform particular types of transactions such as payments to third parties or other Accounts with other financial institutions;
  - Each Signatory’s personal code or secondary password which provides access to the Internet Banking Service in relation to one of your Accounts; and
  - Except in clause 2, a One Time Password.
- ‘SMS’ means Short Message Service.
- ‘SMS Security’ means the use of SMS messaging for authentication described in clause 11.6.
- ‘One Time Password’ means a computer-generated code sent via SMS to a registered mobile number which can be used for only one authentication process in order to initiate certain types of transactions. This password will not be accepted on second or following attempts.
- ‘SMS Alerts’ is the opt-in service described in clause 11.4 which allows for members to elect to receive an SMS message when one (*or more*) predefined events occur.
- ‘SMS Enquiries’ is the service described in clause 11.5 which provides the Credit Union Member the ability via a mobile phone to request Account information using SMS.
- ‘Signatory’ means you and any person you nominate as having authority to initiate a transaction on an Account individually or jointly with another Signatory.

Transactions made using the Internet Banking Service are governed by the Terms and Conditions of the Accounts being used. To the extent of any inconsistency, these Terms and Conditions prevail.

If any part of these Terms and Conditions is invalid, unenforceable or in breach of any law, it is to be interpreted as if that part is not included. The remainder of the Terms and Conditions continue in full force.

## 2 Password

- The Credit Union will provide you with access to the Internet Banking Service using a Password that is issued to you when your application to use the Internet Banking Service is accepted and approved. Any Signatory granted access to the Internet Banking Service will be issued with a separate Password.
- You and your Signatory are required to change the initial Password on first use of the Internet Banking Service. The new Password must not relate to any readily accessible data such as your (*or your Signatory’s*) name, date of birth, telephone number, driver’s licence number or names of a friend, spouse or relative.
- Each chosen Password must not be an obvious combination of letters and numbers or one that can be guessed easily by someone else, and it must not be a series of consecutive numbers or characters.
- Each chosen Password must not be the same as, or similar to, any other personal identification number you or your Signatory has for any other service provided or operated by us or any Account Access Code issued for a Multi-Signatory Account.
- For security reasons, you or your Signatory may be required to change a chosen Password at any time.
- For additional security, we may require that a One Time Password or a secondary Password be used for certain levels of access to the Internet Banking Service and to initiate certain types of transaction.

## 3 Keeping your Passwords and Mobile Phone secure

You and each Signatory must keep your Passwords (*including any One Time Password*) secret and take steps to prevent unauthorised use of Passwords.

You or your Signatory must notify the Credit Union as soon as possible by phone on **1300 654 822** if you or your Signatory suspects another person knows the Password or has used your Password to your Account, or if you or your Signatory have registered for SMS Security and lost a registered Mobile Phone.

If you or your Signatory unreasonably delay notifying us, or if unauthorised access to your Account occurs through your or your Signatory’s failure to guard against unauthorised use by complying with the security measures below, your liability for any loss arising from unauthorised transactions may increase.

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

- Do not tell anyone your Password including family and friends.
- Do not respond to any request received, including any request which appears to be from us, any other financial institution or government agency, to provide a Password.
- Do not keep any written record of any Password. If you or your Signatory choose to store a Password on your computer, you or your Signatory must ensure that the computer is kept secure with a further password and that the Password is disguised so that it cannot be ascertained by anyone who gains access to it in its disguised form.
- Do not allow anyone to watch you or your Signatory enter the Internet Banking Service or observe or hear a Password to your Account.
- Do not enter a Password to your Account on any computer which has Spyware or other software which could allow the Password to be revealed.
- Exit immediately after you or your Signatory have finished using the Internet Banking Service by clicking the 'logout' button. You or your Signatory must not leave a computer unattended while accessing the Internet Banking Service.
- Ensure you or your Signatory have access to your Mobile Phone when conducting a transaction using the Internet Banking Service.
- If you or your Signatory have registered for SMS Security and/or SMS Alerts and/or SMS Enquiries, do not share a registered Mobile Phone with anyone.
- Lock a registered Mobile Phone with a password or code or take other measures to stop unauthorised use of the Internet Banking Service using the Mobile Phone.
- Promptly delete SMS messages you or your Signatory have sent to or received from the Credit Union from a registered Mobile Phone.

Please note when registered for SMS Security you are responsible for taking reasonable and appropriate security measures in relation to your Mobile Phone. You are also responsible for ensuring that any Signatories who are registered for SMS Security take reasonable and appropriate security measures. The Credit Union has no control over who can access the information supplied by the Credit Union to your or your Signatory's Mobile Phone.

We will issue at least annually a clear, prominent and self-contained statement summarising the Password security guidelines.

#### 4 Multiple Signatory Accounts

Accounts with more than one Signatory or with Authorised Account Viewers are set up with an Account Access Code and a Password for each Signatory:

- The Account Access Code is common to all Signatories and Authorised Account Viewers for the Account and will only allow viewing access to the Account. You must ensure that it is only shared with Signatories and Authorised Account Viewers and that it is kept secure in accordance with clause 3 as if it were a Password.
- Each Signatory is also issued with a Password under clause 2. This Password is personal to the Signatory and allows the Signatory to initiate transactions on the Account individually or jointly with other Signatories in accordance with your nomination. You must ensure that each Signatory keeps his or her Password secure in accordance with clauses 2 and 3.
- Each Signatory will also be able to register for SMS Security to obtain One Time Passwords. Each One Time Password is personal to the Signatory and allows the Signatory to initiate a transaction on the Account individually.

In order to revoke the authority given to a Signatory or to change the combination of Signatories who may initiate a transaction on the Account, you must complete and submit to us a Signatory Nomination Authorisation in the form required by us.

#### 5 Internet Banking Service Fees and Charges

- 5.1 You must pay the Credit Union's standard fees and charges relating to the SMS Alerts and SMS Enquiries service in accordance with this clause 5.
- 5.2 When you use the SMS Alerts or SMS Enquiries service: SMS Alerts and SMS Enquiries fees are charged on a monthly basis. SMS Alerts and SMS Enquiries fees accrue until the end of the month in which they are incurred and are debited from your Account balance in the first week of the following month and when the Account is closed. SMS Alerts and SMS Enquiries fees will be debited to your primary Account (*usually your S1 Account*), regardless of whether the information provided or requested through an SMS Alert or SMS Enquiry relates to that primary Account.
- 5.3 The amount and nature of the standard fees and charges relating to use of the SMS Alerts or SMS Enquiries service by you are set out below. These fees are subject to change.

## Fee and charge      Fee and charge amount

SMS Enquiries      \$0.25 per SMS

SMS Alerts      \$0.25 per SMS

- 5.4 A telecommunications provider may also impose charges on you or your Signatory in respect of SMS messages. Any such charges are your or your Signatory's responsibility and any matters regarding these charges should be raised with the telecommunications provider.
- 5.5 If the fees and charges for the SMS Alerts or SMS Enquiries service cause the relevant Account to become overdrawn, the Credit Union may require you to pay the fees immediately.
- 5.6 If you close your Account, the Credit Union will select another Account which you have with the Credit Union to which SMS Alert or SMS Enquiries fees may be debited. If the Credit Union determines there is no satisfactory Account, the Credit Union may immediately cancel the availability of the SMS Alerts and/or SMS Enquiries service to you until such time as you pay the Credit Union the fees in a manner acceptable to it.

## 6 Responsibility for Signatories and Authorised Account Viewers

- You must ensure that all Signatories and Authorised Account Viewers are aware of these Terms and Conditions and you are responsible for ensuring that they protect the security of the Passwords, Account Access Codes, and Mobile Phones in accordance with these Terms and Conditions.
- You are responsible and liable for all actions by the Signatories and Authorised Account Viewers in relation to the Account.
- You must ensure the Signatories and Authorised Account Viewers do not do or omit to do anything which contravenes your obligations under these Terms and Conditions.
- You must also ensure that Signatories and Authorised Account Viewers not share Passwords with each other or with any other person.

## 7 Transaction limits

Use of the Internet Banking Service is subject to transaction limits. These may be imposed by us or by other parties involved in any transaction. These include:

- The maximum amounts which can be transferred in any day.
- The maximum number of transactions in any day.
- The maximum amounts for bill payments.

The following daily transaction limits via our Internet Banking Service apply, unless otherwise arranged by you or altered by you via the Internet Banking Service:

- Loan Redraw - \$10,000.
- BPAY - \$10,000.
- External Transfers - \$2,000.

Our agreement to increase any of these limits may be subject to the requirement that a secondary Password be used to effect these transactions.

## 8 Liability for unauthorised use

You are liable for all transactions initiated by you or any Signatory. You are also liable for all transactions initiated by any other person to whom you or any Signatory have disclosed or facilitated the disclosure of any Password in breach of these Terms and Conditions.

Where a transaction is initiated by the use of the correct Password or combination of Passwords, we shall take it that you have instructed us to process the transaction and, subject to these Terms and Conditions, you shall be liable for the transaction and any fees and charges incurred in respect of the transaction.

You must therefore ensure that each Password is kept secure and confidential by you or any other Signatory to whom we issue a Password on your request (*including One Time Passwords under the SMS Security service*). You must ensure that you and each Signatory complies with the security requirements described in clauses 2 and 3.

You must notify us immediately upon you or any Signatory becoming aware of:

- a) The security of a Password being breached (*including any One Time Password and when any item on which a Password is recorded is lost or stolen*), or
- b) Any other misuse of the Internet Banking Service; or
- c) The loss or theft of any Mobile Phone, the number of which has been registered for SMS Security; or
- d) The change of Mobile Phone number, where the number replaced was registered for SMS Security.

If any of these things occur, you must notify us as soon as possible by calling **1300 654 822**.

You will be liable for losses arising from unauthorised transactions entered into before you notify us that the security of the Password has been breached or the Internet Banking Service has been

misused where we establish on the balance of probability that you contributed to the losses:

- a) By failing to choose and protect the Password in accordance with clauses 2 and 3 or otherwise acting with extreme carelessness in failing to protect the security of the Password; or
- b) By unreasonably delaying notification to us of the security of the Password being breached or the Internet Banking Service being misused.

Subject to the Terms and Conditions governing the relevant Account debited for the unauthorised transaction, your liability under this clause will not exceed the lesser of:

- a) The daily transaction limit applicable to the Internet Banking Service for each day or part thereof during which the transaction occurred prior to notification to us; or
- b) The balance of the relevant Account or Accounts agreed to be accessible by Internet Banking (*including any pre-arranged credit limit*) at the time of the unauthorised transaction.

Where it cannot be established that you or your Signatory contributed to losses:

- a) By failing to choose and protect the Password in accordance with clauses 2 and 3 or otherwise acting with extreme carelessness in failing to protect the security of the Password; or
- b) By unreasonably delaying notification to us of the security of the Password being breached or the Internet Banking Service being misused.

Your liability for such losses will not exceed the lesser of:

- a) \$150;
- b) The balance of the relevant Account or Accounts agreed to be accessible by Internet Banking (*including any pre-arranged credit limit*) at the time of the unauthorised transaction; or
- c) The actual loss at the time we are notified of the breach of security of the Password or of the misuse of the Internet Banking Service capped for each day on which a loss is incurred at the applicable daily transaction limits.

You will not be liable for losses arising from unauthorised transactions where it is clear that you have not contributed to that loss. You are not liable for loss that:

- a) Is caused by the fraudulent or negligent conduct of any of our employees or agents or the employees or agents of a company or person in the network on which the Internet Banking Service is provided;

- b) Results from unauthorised transactions involving a Password which is forged, faulty, expired or cancelled;
- c) Occurs before you have received your Member number or initial login Password; or
- d) Results from unauthorised transactions after you have notified us that the Password security has been breached or the Internet Banking Service has been misused.

## 9 Accounts

You should check your Account statements and records carefully. If you believe a transaction is wrong or unauthorised you should telephone us immediately on **1300 654 822**.

## 10 Use of Internet Banking Service

We will endeavour to effect transactions on your Account that are received via the Internet Banking Service, provided there are sufficient funds available in your Account and any applicable transaction limits have not been exceeded. However, you are responsible for ensuring that the intended recipient receives any payments made using the Internet Banking Service. We will not have any responsibility or liability for any refusal or omission to initiate or complete any transaction, or to do so by any particular time, or for any omission to follow any transaction instructions. At busy times, the Internet Banking Service may be unavailable, and we have no liability in respect of that unavailability.

Some financial institutions process payments using BSB and account number only and may not correlate this information with the account holder's name. It is therefore essential that you input the correct BSB and account number to ensure that the payment reaches its intended destination. Funds sent using incorrect details may not be recoverable.

Victoria Teachers Credit Union is not liable for payments that are made to an incorrect account where the account details that you provide are incorrect.

We have set a monetary limit on the transactions that can be carried out using the Internet Banking Service and on the number of transactions able to be made in any period. Limits or restrictions may vary depending on the type of transaction or we may modify the limits or restrictions at any time.

The Internet Banking Service will be subject to continual upgrading and enhancement. Accordingly, we may need to modify, enhance, cancel, or withdraw the Internet Banking Service at any time.

You may request in writing, at any time, that we withdraw your access to the Internet Banking Service or the access given to

any Authorised Account Viewer or Signatory. You will remain responsible for any transactions made on your Account using the Internet Banking Service until the request has been received and processed by us.

## **11 SMS Alerts, SMS Enquiries and SMS Security Service**

### **11.1 Who can register for SMS Security, SMS Alerts and SMS Enquiries**

You and each Signatory are eligible to apply to register for the SMS Security, SMS Alerts and SMS Enquiries service, provided that:

- a) You have an Account which is eligible for SMS Security (*as we determine from time to time*);
- b) You or the Signatory meet such security verification requirements as we may impose from time to time;
- c) The person registering has an eligible mobile device capable of SMS messaging and which is for the person's exclusive use (*for the avoidance of doubt, a single mobile phone cannot be registered in relation to more than one person*); and
- d) You or the Signatory are authorised to use and incur charges on a mobile device in relation to the service.

### **11.2 How to register**

You and each Signatory can apply for registration for SMS Alerts, SMS Enquiries and SMS Security service:

- a) Through our Internet Banking Service; or
- b) By calling the Member Contact Center during business hours on **1300 654 822**; or
- c) By visiting our Head office 277 Camberwell Road, Camberwell, VIC 3124 or Branch office 687 Mt Alexander Road, Moonee Ponds, VIC 3039 during business hours.

During registration, you or your Signatory will be asked to:

- a) Provide the mobile phone number of a mobile device capable of SMS messaging and which is for your (*or your Signatory's*) exclusive use; and
- b) Select options to receive SMS Alerts.

### **11.3 Registration Approval**

We will approve a request to register for the SMS Security and SMS Alerts and/or SMS Enquiries services in accordance with 11.1 at our discretion. If we approve a request for registration, we will send a registration confirmation message via SMS to the mobile device nominated for use with the service within 24 hours of the

request for registration. When this message is received you (*or your Signatory, as the case may be*) can use the service. If the registration confirmation message is not received within 24 hours of the request for registration, you or your Signatory should contact the Member Contact Center during business hours on **1300 654 822**.

Please note that you and your signatory should be aged 16 years or older to register your mobile phone for this service.

### **11.4 SMS Alerts**

Once you or your Signatory have registered for SMS Alerts and have chosen the SMS Alerts you wish to receive, the Credit Union will send SMS messages containing information about certain Accounts with the Credit Union to the registered mobile phone number you or your Signatory provided in the registration process.

You can opt out of the SMS Alerts Service at any time by deselecting the Alert options through Internet Banking.

### **11.5 SMS Enquiries Service**

You and any Signatory which has registered for SMS Alerts will be automatically registered for SMS Enquiries as a part of the registration process under clause 11.3. This service allows information to be requested about the Account and for that information to be sent to the registered mobile phone number.

Information may be acquired by sending SMS commands to **04 VTCU 1444 (04 8828 1444)**. More information on SMS Enquiries commands may be obtained at **[www.victeach.com.au](http://www.victeach.com.au)**.

### **11.6 SMS Security**

You (*or your Signatory, as the case may be*) will be automatically registered for SMS Security as part of the registration process under clause 11.3. Once registered, you or your Signatory will be required to supply a One Time Password each time certain functions using the Internet Banking Service are performed. This One Time Password will be sent to the mobile phone number provided in the registration process.

If at any time you or your Signatory wish to deregister from SMS Security, contact us at **1300 654 822**. You or your Signatory will be deregistered from receiving SMS Alerts and making SMS Enquiries at the same time as deregistering from SMS Security.

11.7 We may at any time add to, remove, change or impose restrictions on the SMS Alerts, SMS Enquiries and SMS Security functionalities in any respect and without limitation.

11.8 There is a limit to the type of Accounts which can be accessed by means of the service. We provide this Account information when you register for the service. You may also refer to the

Frequently Asked Questions at [www.victeach.com.au](http://www.victeach.com.au) for further details.

11.9 There is a limitation of 160 characters with the SMS Alerts or SMS Enquiries text and any SMS message with more than 160 characters will not be delivered in full. Complete information for SMS Alerts can be accessed via our Internet Banking or by calling the Member Contact Center on **1300 654 822** during business hours.

## **12 Mobile devices**

12.1 Not all mobile devices may be capable of accessing and using the SMS Security, SMS Enquiries and SMS Alerts service. You and your Signatory are responsible for using, having or obtaining a compatible mobile device in connection with any use of the service. Victoria Teachers Credit Union is not responsible for any inability of a mobile device to access the service or any loss or damage to a mobile device resulting from your or your Signatory's access or use or attempted use of the service.

12.2 If you or your Signatory travel outside of Australia, you may still have access to the service. You or your Signatory should check with the telecommunications provider that the mobile device will be able to use the SMS network in those countries in which you or your Signatory are travelling and that the mobile phone number registered for the service can be retained.

12.3 Any conditions of use and charges relating to a mobile device are your or your Signatory's responsibility.

12.4 If you or your Signatory believe a registered Mobile Phone is lost, stolen or damaged please refer to clause 8 'Liability for transactions' for the action to take to limit your liability.

## **13 Opening Accounts**

The Credit Union may allow you to open certain types of Accounts using the Internet Banking Service.

You will not be able to open more than two of each of the following Accounts using Internet Banking:

- Christmas Club Account.
- Bonus Saver Account.
- Online Saver Account.
- Budget Savings Account.
- Cash Management Account.

The Credit Union may from time to time impose further conditions and restrictions relating to the opening of Accounts using the Internet Banking Service.

## **14 System malfunction**

We will make all reasonable efforts to ensure that the Internet Banking Service is available 24 hours a day, seven days a week. However, the Credit Union is not liable:

- For any breakdown in the Internet Banking Service for any reason whatsoever or any inability to access the Internet Banking Service;
- For any corruption of data and any breakdown, interruption or errors caused to a computer as a result of using the Internet Banking Service;
- For any corruption of SMS data and any SMS gateway breakdown or interruption or errors caused to your Mobile device as a result of a telecommunications service provider; or
- For failure or delay in delivering a One Time Password, and/or SMS Alerts or receiving SMS Enquiries as a result of the failure of a telecommunications provider or its network.

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.

## **15 Fees and charges**

For transactions on certain Accounts, fees and charges may be payable under the Terms and Conditions governing those Accounts where the transactions are initiated by our Internet Banking Service.

A direct entry return fee applies when a transaction is processed to an external BSB and is rejected. The fee is applied per item.

## **16 Changes to Terms and Conditions of Internet Banking**

We may vary these Terms and Conditions subject to giving you notice in accordance with this clause.

For changes being:

- a) An increase of fees and charges including the introduction of new fees and charges; or
- b) An increase of your obligations or change of transaction limits.

We will give you not less than 30 days advance written notice.

For changes to government charges, we will give you written notice no later than the time we next communicate with you.

For all other changes, we will give you notice by advertisement in the national or local print media or a Member newsletter or Account statement or other notice to you at the following times:

- a) If we reasonably believe that the change is not adverse to your interests and we would not expect you to be concerned about a delay in receiving notice, no later than the time we next communicate with you; and
- b) Otherwise, not later than the time the change takes effect.

## 17 Blocking and Delays on Accounts and Payments

### 17.1

- a) We may be required by law, a government agency or regulatory authority and/or international treaties, sanctions to which Australia is a party (*referred to as Authorities*), or our policies, not to initiate or complete a transaction on your Account, initiated by you or initiated on your behalf.
- b) Further, we may, from time to time, require further information from you, or a person authorised by you to assist us in meeting our obligations under the law and our policies.
- c) We may also be legally obliged to disclose information about you to Authorities, other financial institutions, or our service providers without giving you any notice.

17.2 You and any person authorised by you agree not to begin or undertake a transaction that causes you to breach any Australian law, or law of any other country.

17.3 You agree we can:

- a) Screen payments, transactions and other communications initiated or sent by you or on your behalf; and
- b) Block and/or delay payments, transactions and communications, including blocking permanently, due to screening or our obligations under this clause.

17.4 Further, you also agree as a consequence of our obligations under this clause that we may in our absolute discretion refuse paying, initiating or completing any transaction for you, or on your behalf without any obligation to give you any notice or warning.

17.5 As far as it is permissible under law and under any relevant code of conduct which we are, or choose to be bound by, we

are not liable to you, or others for:

- a) Any direct, indirect or consequential loss, or
- b) Damage, loss of profit or opportunity which arises as result or consequence (*direct or otherwise*) of:
  - i. Any action, inaction, delay, failure to pay; or
  - ii. Delay in communications; or
  - iii. Any other obligations and duties that we may have to you, or others as a result of us performing, not performing, or part performing any duties or obligations we may have under this clause.

## 18 Statements

In lieu of receiving paper statements you may be able to elect to receive electronic statements (*eStatements*) for your accounts via Internet Banking. If you choose to receive eStatements, we will no longer send you paper statements for your accounts.

You may however, elect to revert back to paper statements at any time. You can do this via Internet Banking, by visiting one of our branches or by calling our Member Contact Centre during business hours on **1300 654 822**.

Where you have elected to receive eStatements we will promptly send you an email notification to your nominated email address advising you that your eStatements are available via Internet Banking. You cannot opt out of receiving these notifications however you can change your nominated email address at any time via Internet Banking, by visiting one of our branches or by calling our Member Contact Centre during business hours on **1300 654 822**.

It is your responsibility to:

- a) Keep your email address current and advise us as soon as possible if this changes;
- b) Check your emails regularly for eStatement notifications;
- c) Promptly log in to Internet Banking to view your eStatements once you have received notification; and
- d) Advise us if you have any problems accessing your email notifications or Internet Banking.

Where you have received an eStatement, we will provide you with a paper copy of that statement if you request one within 6 months of the receipt of the eStatement (*a fee may apply - refer to Terms & Conditions Part B: Fees and Charges*).

## Notices

By providing an email address in connection with Internet Banking, you agree that we may send you notices in relation to these Terms and Conditions by addressing them to that email address, or any other email address you notify to us from time to time for that purpose. You also agree that we may give you notices of changes to these Terms and Conditions by displaying them on our Internet Banking website.

## If You Have a Complaint about Internet Banking

A Complaint and Dispute Resolution Guide is available to all Members in our branches, on our website and by request. The Guide informs Members about how to lodge a complaint, including who to contact and how the Credit Union aims to deal with the complaint. Members who lodge a complaint will be offered this Guide.

If your complaint relates to this product, you should first contact one of our Member Service Consultants on **1300 654 822**.

If your complaint cannot be resolved by the Member Service Consultant, you may request to use our Internal Dispute Resolution procedure. Your complaint will be referred to an appropriately trained Consultant within the Credit Union, who will register your complaint and advise you of our process to deal with your complaint.

In the event that you are not satisfied with our resolution of your complaint through our Internal Dispute Resolution procedure, you are entitled to have your dispute considered, free of charge, by our External Dispute Resolution procedure. If you wish to use this procedure, please contact the Financial Ombudsman Service on **1300 780 808**.

## Privacy Information

Your personal information will be treated strictly in accordance with our Privacy Policy set out on our website at **www.victeach.com.au** and available on request. At any time you may gain access upon request to the information we hold about you in accordance with the National Privacy Principles set out in the Privacy Act 1988 (*Cwlth*).

## Further Information

Further information about our Internet Banking Service is available at our branches, on our website **www.victeach.com.au** or by contacting us on **1300 654 822**.

For further information on Internet Banking related Accounts and payment facilities, refer to our Terms and Conditions available from the Credit Union.

## our contact details

### **Victoria Teachers Credit Union Limited**

ABN 44 087 651 769 Australian Financial Services  
Licence No. 240 960

**Telephone 1300 654 822**

Facsimile 03 9882 4348

If calling from overseas +61 3 9834 8560

Email [memserv@victeach.com.au](mailto:memserv@victeach.com.au)

**[www.victeach.com.au](http://www.victeach.com.au)**

### **Head Office**

277 Camberwell Road  
Camberwell Victoria 3124

### **Branch Office**

687 Mt Alexander Road  
Moonee Ponds Victoria 3039

### **Postal Address**

PO Box 338  
Camberwell Victoria 3124

The information contained in these Terms and Conditions is current as of 11 May 2010.

MSID110 13/05/10

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