

Product Schedule Part B: Terms & Conditions

Effective Date
22 May 2017



The Rock - A division of MyState Bank Limited (MyState)

ABN 89 067 729 195 AFSL 240896

Australian Credit Licence Number 240896

A wholly owned subsidiary of MyState Limited ABN 26 133 623 962

This document provides information about the Savings, Transaction and Term Deposit accounts offered by The Rock. This document has been designed to help you make an informed decision on whether to open an account with us.

There are four (4) parts to our Product Schedule:

- Product Schedule Part A: Product Summary
- Product Schedule Part B: Terms & Conditions
- Product Schedule Part C: Fees & Charges
- Product Schedule Part D: Deposit Interest Rates

There are also separate Terms and Conditions for Visa Debit Card and Terms and Conditions for rediCARD PLUS.

You should read all documents carefully and retain them for future reference. Copies of these documents can be made available to you on request from The Rock or by visiting therock.com.au

In this document, 'we', 'us' or 'our/s' refers to The Rock and 'you' or 'your/s' refers to an account holder.

1. What these Terms & Conditions cover

1.1 The Rock provides a range of savings and transaction accounts to meet its clients' everyday banking requirements. Depending on the type of account selected, clients can access their monies through one or more of the following methods:

- a. Over-the-counter withdrawal;
- b. Personal cheque book (RockCheck);
- c. ATM Card (via ATM or EFTPOS devices);
- d. Internet Banking services; and
- e. Phone Banking services.

The following account types are available:

- Fee Cruncher Account
- Only Account
- Online Saver Account
- Christmas Club Account
- Term Deposit
- Senior's Platinum Account
- Youth Account
- Business Cheque Account

- 1.2 The terms and conditions outlined in this Product Schedule cover the operation of a number of services available to account holders including, but not limited to:
 - a. Personal chequing;
 - b. ATM and EFTPOS access using ATM Card;
 - c. Internet and Phone banking;
 - d. BPAY® bill payment services;
 - e. Periodical Payments; and
 - f. Electronic debits and credits to and from internal and external parties.
- 1.3 Usage of any of these services by the account holder constitutes acceptance of these terms and conditions. Liability on any joint account shall be joint and several.
- 1.4 Failure by The Rock to exercise any of its rights under these terms and conditions shall not be deemed to be a waiver of such rights.
- 1.5 Subject to clause 1.6 and/or any other applicable law or regulation, and after providing you with any notice required, The Rock may change, amend, vary, alter or modify the terms and conditions. The Rock will provide you with any notice required by law in relation to such change.
- 1.6 The Rock warrants that we will comply with the ePayments Code where that code applies. The ePayments Code regulates electronic payments, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking and BPAY. The ePayments Code is a voluntary code of practice administered by the Australian Securities and Investments Commission (ASIC). Information on the ePayments Code is available at www.asic.gov.au
- 1.7 Some services are not applicable to certain account types, and therefore some sections of these terms and conditions may not be relevant to your account.
- 1.8 It is imperative that all users read this brochure carefully and retain it for future reference.
- 1.9 A reference in this document to the singular includes the plural and vice versa.
- 1.10 The Rock may arrange for all phone calls to be recorded for training and quality assurance purposes. Account transaction and administration instructions accepted by recorded phone access may be retained for record keeping purposes.
- 1.11 Where The Rock receives notification of the death of a sole account owner, the account will be frozen pending instructions from the Executor or Estate Administrator.
- 1.12 If the account is held in the name of two or more persons, all funds in that account and the Bank Account will be held in joint tenancy and if one of the parties should die, any

balance in this account shall accrue in accordance with the law of survivorship in the State of Queensland.

- a. Upon verified application, subject to provision of the death certificate of the deceased, The Rock can arrange the transfer of the joint account into the sole name of the surviving person(s).
- b. Once a joint account transfer request has been lodged the survivor(s) will be unable to deposit cheques payable solely to the Estate into the account without evidence of entitlement having been provided to The Rock (certified copy of Probate, Letters of Administration or Last Will and Testament; or evidence of next of kin where these documents are not in existence).

2. Electronic Funds Transfers

(a) General

- 2.1 The Rock has adopted the ePayments Code which is applicable to the following services:
 - a. Transactions performed using ATM Cards or digital wallets;
 - b. Phone Banking;
 - c. Internet Banking;
 - d. BPAY; and
 - e. Periodical Payments
- 2.2 The ePayments Code applies to all EFT accounts and all EFT transactions.
- 2.3 We have printed in bold type below, the Conditions of Use that refer to your liabilities and responsibilities under the ePayments Code.
- 2.4 Any of these Conditions of Use which cancel, limit or modify our liability to you, do so only to the maximum extent permissible by law.
- 2.5 These Conditions of Use do not affect or limit those of your rights which cannot be excluded or modified under legislation applying to your account.

(b) Interpretation and Definitions

- 2.6 **“access method”** - a method authorised by us for use by a user, which we accept as authority for us to act on an instruction given by the user through electronic equipment to debit or credit an EFT account. It also comprises the use of one or more components including devices, identifiers, codes, access codes or PINs, or a combination of these, but excludes a method where the comparison of the appearance of a manual signature is the principal means of authenticating the authority to give an instruction.
- 2.7 **“account holder(s)”** - the person(s) in whose name(s) the account has been opened, including multiple users per account who are jointly and severally responsible for the use of the account.

- 2.8 **“account access”** - a service for the purposes of which either or both of the following apply:
- the user must provide one or more codes to a service provider to enable the service provider or another person to access accounts at an account institution on the user’s behalf; or
 - the user must record or store one or more 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 code or codes.
- 2.9 **“AML/CTF”** - *The Anti-Money Laundering and Counter-Terrorism Financing Act 2006.*
- 2.10 **“BPAY Scheme”** or **“BPAY”** - the electronic payments scheme through which a user may instruct us to make payments (BPAY payments) on their behalf to organisations (Billers) who have advised that payments can be made to them through this scheme. We are a member of the BPAY Scheme and we will tell you if we cease to be a member of this Scheme. (See Section 8 for special conditions applying to the BPAY Scheme.)
- 2.11 **“Biller”** - an organisation which issues bills to customers, which customers can pay through the BPAY Scheme.
- 2.12 **“BPAY Payments”** - payments users instruct us to make to Billers through the BPAY Scheme.
- 2.13 **“business day”** - a day other than a Saturday or Sunday or Public Holiday when The Rock is open for the transaction of business in relation to an account.
- 2.14 **“ATM Card”** - an access device issued to a user which is used to conduct a transaction on an EFT account. At The Rock there are two types of ATM Card available, a Visa Debit Card and a rediCARD PLUS.
- 2.15 **“communication network”** - the communication network through which we make a service available to you from time to time.
- 2.16 **“device”** - a physical device (for example, a card) used with electronic equipment to access an EFT account.
- 2.17 **“EFT account”** - a transaction account maintained by us, which belongs to an identifiable account-holder and from which we permit the user to initiate a funds transfer from or to, using an access method through electronic equipment.
- 2.18 **“EFT transaction”** - a funds transfer either from or to an EFT account, which is initiated by the giving of an instruction through electronic equipment using an access method.
- 2.19 **“electronic equipment”** - includes electronic terminal such as an EFTPOS terminal or an ATM, computer, television and telephone.
- 2.20 **“PIN”** - means a personal identification number that is a code of numbers, which:

- a. is known to a user and is intended to be known only to the user or only to the user and us;
 - b. we require the user to keep secret; and
 - c. the user must provide (in any manner which we approve) to, or through, a device or electronic equipment in order to access an EFT account.
- 2.21 **“transaction”** - means an EFT transaction.
- 2.22 **“transfer”** - a transfer of funds that you instruct us to make to any other accounts maintained with The Rock, or any account with another financial institution.
- 2.23 **“user”** or **“cardholder”** - includes you and any person authorised by you to perform EFT transactions on your EFT account.
- 2.24 **“unauthorised transaction”** means a transaction which has occurred on our EFT account which is not authorised by you.
- 2.25 **“we”, “us”** - The Rock - A division of MyState Bank Limited (MyState) ABN 89 067 729 195.
- 2.26 **“you”** and **“your”** - the account-holder.

3. Security

(a) General

3.1 General Matters

- a. Since access methods comprise the keys to your EFT account, you must ensure that all users take reasonable care to ensure that access methods and any records of access methods are not misused, lost or stolen.
- b. At your request, we may issue devices and access methods to any user. Any such request must be in writing.
- c. It is important to remember that you may attract liability under these Terms and Conditions not only for your own actions or omissions, but also those of any other user.
- d. These Terms and Conditions govern the use of any device we issue on your EFT account to you or to any other user.

3.2 Phone and Internet Banking

- a. Users will be provided with usernames and passwords after registering for these services.
- b. It remains the responsibility of Phone and Internet Banking users to change their passwords immediately after receiving their initial password.
- c. Internet Banking users must ensure that their usernames and passwords are not saved when prompted by the computer’s operating system, web browser or any other system or application.
- d. Phone and Internet Banking users must ensure that:
 - i. their username and password is kept secret, and users must not divulge their username and password to anyone; and

- ii. they take all reasonable steps to prevent anyone from watching them enter their password; and
- iii. they retain a record of their receipt after each transaction is completed.

(b) Misused, Lost, and Stolen Cards, Assess Codes and Passwords

- 3.3 An EFT user shall notify The Rock as soon as possible upon the loss or theft of an ATM Card.
- 3.4 An EFT user shall notify The Rock as soon as possible upon the loss, theft or suspected theft of their username and/or password giving access to their phone and internet banking facilities.
- 3.5 An EFT user shall notify The Rock upon learning of any unauthorised transaction(s) upon their EFT account.
- 3.6 A cardholder shall also notify The Rock as soon as possible if the record of a cardholder's PIN is lost or stolen, or the cardholder believes that another person has discovered or become aware of their PIN.
- 3.7 Affected ATM Cardholders users should contact The Rock on:-
During business hours: 1800 806 645 or visit any of our branches.
After business hours: 1800 648 027
Or, for Visa Debit Cardholders, call the Visa Card Hotline at any time on
Australia-wide Toll Free: 1800 648 027
From Overseas: +61 2 8299 9101
Visa International: 1800 450 346
Or, for rediCARD PLUS Cardholders, call the rediCARD Hotline at any time on
Australia-wide Toll Free: 1800 648 027
From Overseas: +61 2 8299 9101
- 3.8 Affected Internet Banking and Phone Banking users should contact The Rock on:
During business hours: 1800 806 645
or visit any of our branches.
After business hours: 1800 639 419
- 3.9 You will be liable for unauthorised transactions which occur on your account if it can be shown that you unreasonably delayed telling us of the loss, theft or misuse of your card, code or access method.

(c) Stopping or cancelling the use of a Device

- 3.10 If you wish to cancel a device issued to you or another user, you must ask us to do so in writing and also destroy the additional device.

(d) Liability for Unauthorised Transactions

- 3.11 You are liable under these Terms and Conditions for the acts or omissions of all users.
- 3.12 A transaction carried out by you or with your consent is not an unauthorised transaction. We are entitled to treat any transaction carried out by any other user as authorised by you unless, prior to the transaction, you have told us to cancel that user's access method.
- 3.13 In relation to PayPal and similar direct debit payment services:
- a. you are liable for transactions carried out by these services when you have provided the appropriate authority to debit your account on the basis of an electronic authorisation from your account with the provider.
 - b. transactions resulting from any unauthorised use of your account with this provider after you have given this authority are your responsibility and we will bear no liability.
 - c. we will make all attempts, after a request from you, to retrieve the payment(s) however, if this is unsuccessful, your dispute will reside with this provider.
- 3.14 The account holder has no liability for:
- a. losses that are caused by the fraudulent or negligent conduct of employees or agents of The Rock, or companies involved in networking arrangements or of merchants or of their agents or employees; or
 - b. losses relating to any component of an access method that are forged, faulty, expired or cancelled; or
 - c. losses that arise from transactions which required the use of any device or code forming part of the user's access method and that occurred before the user has received any such device or code, access code and/or PIN (including a reissued device or code/PIN). In any dispute about receipt of a device or code, access code and/or PIN it is to be presumed that the item was not received by the user, unless the account institution can prove otherwise; or
 - d. losses that are caused by the same transaction being incorrectly debited more than once to the same account; or
 - e. losses resulting from unauthorised transactions from any device forming part of the access method that has been misused, lost or stolen or that the security of code, access codes and/or PIN forming part of the access method has been breached, which occurred after The Rock has been notified, as detailed in point 3(b); or
 - f. losses resulting from unauthorised transactions where it is clear that the user has not contributed to such losses.
- 3.15 Where the conditions listed in clause 3.14, do not apply, and

subject to this clause 3.15, you will be liable for any loss arising out of unauthorised transactions where we can prove on the balance of probability that you contributed to the loss:

- a. Occurring before we were notified that a device forming a part of the access method has been misused, lost or stolen or that the security of the codes and/or PIN forming part of the access method has been breached and which arose:
 - i. via fraud on the part of a user; or
 - ii. via any user voluntarily disclosing their code, access code and/or PIN; or
 - iii. where the access method also utilises a device, and:
 - the user indicates one or more of the code, access code and/or PIN were stored on the outside of the device; or
 - the user keeps a record of one or more of the code, access code and/or PIN (without making any reasonable attempt to protect the security of the code, access code and/or PIN) on the one article, or on several articles, carried with the device, or liable to loss or theft simultaneously with the device;
 - iv. the access method comprises a code, access code and/or PIN or codes without a device, the user keeps a record of all of the codes and/or PIN (without making any reasonable attempt to protect the security of the code and/or PIN records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;
 - v. we have permitted a user to select or change any of, their codes or PIN, and, immediately prior to the selection or change of code, access code and/or PIN, we have specifically instructed the user not to select a code, access code and/or PIN which represents:
 - their date of birth; or
 - a recognisable part of their name; and we have brought to the user's attention the consequences of selecting such a code or PIN, and, notwithstanding which, the user has selected such a code or PIN; or
 - vi. the user acts with extreme carelessness in failing to protect the security of all their codes or PIN; or
- b. Resulting from a user's unreasonable delay in notifying us after becoming aware of the misuse, loss or theft of a device forming part of an access method, or that the security of all the codes and/or PIN forming part of the access method has been breached.

- 3.16 Where any of the circumstances in clauses 3.15(a)(i)-3.15(a)(iv) apply, you will be liable for the actual losses which occur before we are notified that:
- c. a device forming a part of the access method has been misused, lost or stolen; or
 - d. the security of the codes and/or PIN forming part of the access method has been breached, but you will not be liable under this sub-clause unless such breach was the dominant cause of the loss.
- 3.17 However you will not be liable for any of the following amounts:
- a. that portion of the losses incurred on any one day which exceeds the applicable daily transaction limit; or
 - b. that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period; or
 - c. that portion of the total losses incurred on any account which exceeds the balance of that account; or
 - d. losses incurred on any accounts which we had not agreed with you could be accessed using the access method.
- 3.18 Where clause 3.15(b) applies, you will be liable for the actual losses which occur before we are notified that:
- a. a device forming part of the access method has been misused, lost or stolen; or
 - b. the security of all the codes and/or PIN forming part of the access method has been breached.
- 3.19 A user will not be liable for any of the following amounts:
- a. that portion of the losses incurred on any one day which exceeds the applicable daily transaction limit; or
 - b. that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period; or
 - c. that portion of the total losses incurred on any account which exceeds the balance of that account; or
 - d. losses incurred on any accounts which we had not agreed with you could be accessed using the access method; or
 - e. where none of the above circumstances apply, and a code and/or PIN was required to perform the transaction, you will be liable for the lesser of:
 - \$150; or
 - the balance of those accounts (including any prearranged credit) from which value was transferred in the unauthorised transactions and which we agreed with you may be accessed using the access method; or

- the actual loss at the time we are notified (where relevant) that the device has been misused, lost or stolen or that the security of the codes and/or PIN has been breached (excluding that portion of the losses incurred on any day which exceed any applicable daily transaction or other periodic transaction limit).

3.20 An account holder's liability for such losses will be determined under the ePayments Code rather than the guidelines.

(e) Mistaken Internet Payments

3.21 A mistaken internet payment is a payment by a user through a 'Pay Anyone' internet banking facility and processed by an authorised deposit-taking institution through direct entry where funds are paid into the account of an unintended recipient because the user enters or selects a bank/BSB or account number or identifier that does not belong to the named and/or intended recipient as a result of:

- the user's error, or
- the user being advised of the wrong BSB number and/or account number.

This does not include payments using BPAY.

The process for mistaken internet payments is governed by the ePayments Code.

The Rock cannot guarantee the return of mistaken internet payments, and will process requests on a best endeavours basis. It may not be possible to recover funds from an intended recipient.

3.22 Making a mistaken internet payment

- Where you identify that a mistaken internet payment has occurred, you must make a mistaken payment report as soon as possible to The Rock, either via telephone or at any branch.
- The Rock will investigate whether or not a mistaken internet payment has occurred. The Rock may require you to provide documentary evidence or information in support of your mistaken internet payment claim.
- Where a mistaken internet payment claim is valid, The Rock will lodge a request for the return of the funds from the receiving financial institution.
- The ePayments Code will apply which stipulates the obligations and timeframes for fund return. Note, only Financial Institutions that subscribe to the ePayments Code are obliged to comply with mistaken internet payment return requests.

- e. The Rock will provide you with a written notice that sets out the results of the investigation into your mistaken payment report within 30 days of the date of you reporting the mistaken internet payment.
- f. Recovered funds will only be credited to your account upon return from the receiving financial institution.

3.23 Receiving a Mistaken Internet Payment

- a. Where The Rock receives notification of a mistaken internet payment into your account, The Rock reserves the right to place a freeze on the disputed funds without prior notice to you.
- b. On receiving a request for return of a mistaken internet payment, The Rock will investigate whether a mistake has occurred.
- c. In conducting our investigation, The Rock may request you to provide evidence of your entitlement to retain the funds. The fact that your account has been credited does not provide conclusive entitlement to the reported mistaken internet payment credited to your account.
- d. If the funds are disputed within 10 days of the transaction and The Rock is satisfied that a mistaken internet payment has occurred, where sufficient funds are available The Rock will return the funds to the sending party.
- e. If the funds are disputed between 10 days and 7 months of the transaction, The Rock will notify you that we will withdraw these funds and return them to the sender unless you can establish an entitlement to the funds within 10 business days of our notification of the mistaken internet payment to you. Failure to establish your entitlement will result in the funds being returned.
- f. If the disputed transaction is reported more than 7 months after the date of the transaction, The Rock will seek your consent to return the funds to the sending party.
- g. Where the sending party and The Rock are satisfied that a mistaken internet payment has occurred and there are insufficient funds available to return the full value of the mistaken internet payment, The Rock will use reasonable endeavours to retrieve the funds from the unintended recipient, including but not limited to facilitating the repayment of the funds by the unintended recipient by instalments.
- h. Where the unintended recipient of a mistaken internet payment is receiving income support payments from Centrelink and insufficient funds are available to return the funds to the sending party in full, the Code of Operation for Centrelink Direct Credit Payment will apply.

4. Rock Cheques

(a) General

- 4.1 Application for a personal cheque book facility enables you to participate in a scheme whereby you may issue cheques drawn on The Rock's Corporate Banker ("the Bank"), against funds to be lodged by The Rock in an account maintained by The Rock with the Bank for that purpose, and in accordance with arrangements set out in an agreement entered into between the Bank and The Rock.
- 4.2 The issuing of a cheque constitutes an order by you to the Bank to pay the cheque out of funds lodged by The Rock in the account maintained by The Rock with the Bank for that purpose.
- 4.3 You may only issue cheques which are cheques crossed within the meaning of the *Cheques and Payment Orders Act* (or other Commonwealth legislation made in relation to its application to cheques), and you may not vary or negate any such crossing to allow any person authorised to draw such cheques on your behalf to do so.
- 4.4 You may not cash cheques at the Bank. Cheques may be cashed by the account-holder at any branch or agency of The Rock provided suitable identification can be provided.
- 4.5 The Rock may refuse to pay cheques where there are insufficient funds available in the account. It is your responsibility to ensure that there are sufficient cleared funds in your account to cover any cheques written by you.
- 4.6 You may not overdraw your account with The Rock.
- 4.7 The Rock will charge debit interest, at the current rate at that time, for any period for which your account may be overdrawn. Please refer to The Rock's *Product Schedule Part C: Fees & Charges*.
- 4.8 You shall direct all enquiries and give all instructions (including stop payment instructions) concerning your cheques only to The Rock, which will be responsible for instructing the Bank as necessary as your agent.
- 4.9 Payment on a RockCheck may be stopped if The Rock is notified prior to the cheque being presented for payment. Notice may be given at any Branch or by calling 1800 806 645, but must be simultaneously followed up by a written instruction.
- 4.10 The Rock is responsible for:
 - a. checking and ensuring that cheques presented for payment are properly signed in accordance with your account operation instructions, and are otherwise in order for payment as your valid orders; and

- b. making funds available to the Bank in proper time (out of funds available in your account with The Rock) in the account maintained by The Rock with the Bank for that purpose.
- 4.11 Except to the extent of the value of any cheque which is proven to lack your mandate, The Rock shall not be responsible to you in any way for any losses, damages, costs or expenses which you may suffer or incur arising out of the failure of The Rock:
- a. to detect any error or irregularity in your cheques according to their tenor when presented for payment, or
 - b. to carry out or convey to the Bank any of your instructions from time to time, or
 - c. to make funds available to the Bank in proper time as aforesaid.
- 4.12 You agree to indemnify The Rock against all claims, demands or losses in relation to the debiting of your account with the value of cheques drawn against the account in the event of misuse of cheques or cheque forms issued in pursuance of this arrangement, unless you can establish that you in no way contributed to the event(s).
- 4.13 You are responsible for the safe storage of all cheques and cheque books issued to you by The Rock or the Bank.
- 4.14 The person authorised to draw cheques on this account will be in accordance with written instructions provided at the time of the application for the cheque book facility. Such instructions may only be amended under written authority from the account signatories.
- 4.15 Cheque facilities may be closed at our discretion if the conduct on your account does not comply with the terms and conditions in this Product Schedule.
- (b) Variation of the EFT & Rock Cheque Terms & Conditions**
- 4.16 The Rock reserves the right at any time to vary or modify these Terms and Conditions. Any variation of this document will be available from The Rock's website therock.com.au, or on request, by calling 1800 806 645, or from any Rock branch.
- 4.17 Where a variation or modification of the EFT terms and conditions would have the effect of:
- a) imposing or increasing charges for the issue of an access device and PIN, or the use of an access device, or the issue of an additional or replacement ATM Card, or username and password for Internet and Phone banking services; or
 - b) increasing a cardholder's liability for unauthorised EFT transactions (subject to the liability limits established elsewhere in these term and conditions); or

c) adjusting the periodic transaction limits applying to the use of an ATM Card;

The Rock will give written notification to a cardholder and allow a period of notice of at least twenty (20) days before any variation or modification takes effect.

- 4.18 The Rock will advise other variations or modifications to the EFT terms and conditions by:
- a. written notice with monthly account statements; and/or
 - b. notices on electronic funds devices; and/or
 - c. notice by press advertisement; and/or
 - d. on The Rock's website therock.com.au
- 4.19 Where The Rock relies upon (b) or (c) above, subsequent written confirmation shall be provided to the EFT accountholder.
- 4.20 The Rock shall be required to give advance notice of any variation or modification of the EFT terms and conditions when such change is necessary to restore or maintain the security of The Rock's systems or individual accounts.
- 4.21 Proof of posting of a written advice notifying a variation or modification of the EFT Terms and Conditions, to a cardholder's address as last advised by the cardholder to The Rock, shall be prima facie proof that the cardholder has been notified at the time that the notice would have been delivered in the ordinary course of the post. An EFT account holder's first use of an access device after the date on which the variation takes effect shall constitute acceptance of such variation.
- 4.22 The Rock will advise other variations or modifications to the EFT terms and conditions by:
- a. written notice with monthly account statements; and/or
 - b. notices on electronic funds devices; and/or
 - c. notice by press advertisement; and/or
 - d. on The Rock's website therock.com.au.

5. ATM Cards

- 5.1 Full terms and conditions on the use of The Rock's Visa Debit Card and *rediCARD PLUS* Card (ATM card) can be found in the *Terms and Conditions for Visa Debit Card* and the *Terms and Conditions for rediCARD PLUS*.
The use of the card by the cardholder will automatically constitute acceptance of these Terms and Conditions.
- 5.2 Accounts operated by ATM Card may be opened in individual, trustee or joint names. Where an account is in joint names, ATM cards will only be issued if the account operation is either party to sign, therefore any party to the account is authorised to make withdrawals or transfer funds.

Such authorisation shall be deemed to continue until The Rock receives a written direction to the contrary from any cardholder. In the event that such direction is given, any ATM Card issued on the account shall thereby be deemed invalid and shall be immediately surrendered to The Rock, and withdrawals from the account will be permitted only on the written application of all parties.

6. Internet Banking

- 6.1 To use The Rock's Internet Banking service, you will need to register. When you register for internet banking you will be issued with an access password.
- 6.2 You must take care to protect the confidentiality of your access password, because anyone who knows it may be able to make transactions on your nominated accounts.
- 6.3 We recommend that the first time you use the service you change your access password to something that you can remember easily. Do not use passwords such as a birth date or any other type of number which can be easily guessed by anyone else.
- 6.4 Any person who supplies The Rock with the correct client number and access password will be allowed access to internet banking site and all accounts entitled to be accessed by Internet Banking using that client number and access password combination.
- 6.5 It is your responsibility to protect your access password to ensure that no one else can access your accounts. For security reasons do not write down your access password in undisguised form, or keep it with your account information. Do not disclose your access password to any other person(s) (including family members). You should change your access password regularly to ensure that it is secure (this can be done through the internet banking site). Should you become aware of the loss, theft, or possible unauthorised use of your access password you should immediately change your access password using internet banking, and contact The Rock.
- 6.6 In applying a daily limit for external transfers, the daily period runs from midnight to the following midnight.
- 6.7 If you wish to make transfers from your Rock account to an account with another financial institution or another Rock account not held in your name (external transfers), you will first need to advise us of your preferred maximum daily amount for such transactions from that account. Until you advise us of your required daily limit for an account, it will be set at \$5,000.00 unless you have made alternate arrangements.
- 6.8 External transfers will not be processed if the amount of the transaction is such that it would result (having regard to any previous external transfer(s) on that day) in the daily external transfer limit being exceeded.

- 6.9 Where external transfer instructions are received by The Rock prior to 2:00pm EST on a Business Banking Day the funds should reach the external account on the following Business Banking Day.
- 6.10 Instructions received after 2:00pm on a Business Banking Day will result in the funds not reaching the external account until the Business Banking Day after the next Business Banking Day.
- 6.11 The Rock will not be liable for any delay in processing external transfers caused by the financial institution to which a payment is directed, or other external parties such as telecommunications or network switching providers.
- 6.12 It is your responsibility to ensure that you enter the correct BSB code and account number for any transfers to external accounts. Whilst we will make every effort to recover funds that are sent to an incorrect account or financial institution as a result of you keying in incorrect details, The Rock will not accept responsibility for any loss that may arise.
- 6.13 Instructions for account transfers or BPAY payments will not be performed unless there are sufficient cleared funds available in the account from which you want to make the payment.
- 6.14 An instruction given by you using internet banking will be acted upon on receipt by The Rock, and cannot be stopped once acted upon.
- 6.15 The Rock is not liable for any consequential damage if you use internet banking to access your Rock accounts or to perform transactions on your Rock accounts.
- 6.16 Please note that withdrawals or transfers from an account requiring three or more signatures to transact will not be permitted using internet banking.
- 6.17 Should you become, or reasonably should have been, aware of any theft or discovery of your access details or unauthorised access to your account you should contact The Rock immediately. The Rock will not be liable for any transactions processed prior to your notification to The Rock of the theft, discovery, or access.
- 6.18 Whilst every effort will be made to ensure that the internet banking service is available 24 hours a day, there may be occasions that the service will not be available due to system maintenance, system failure or network problems beyond our control. The Rock will not be liable for any delay in acting on instructions received from you which results from the temporary breakdown of, or interruption to, internet banking or other circumstances beyond its reasonable control.

7. Phone Banking

- 7.1 To use The Rock's Phone Banking service, you will need to register with The Rock. When you register for the service you will be issued with an access password.
- 7.2 You must take care to protect the confidentiality of your access password, because anyone who knows it may be able to make transactions on your nominated accounts.
- 7.3 We recommend that the first time you use the service you change your access password to something that you can remember easily. Refrain from using passwords such as a birth date or any other type of number which can be easily guessed by anyone else.
- 7.4 Any person who supplies The Rock with the correct client number and access password will be allowed access to phone banking and to all accounts entitled to be accessed by Phone Banking using that client number and access password combination.
- 7.5 Please note that Phone Banking will not allow withdrawals or transfers from an account requiring two or more signatures to transact.
- 7.6 It is your responsibility to protect your access password to ensure that no one else can access your accounts. For security reasons do not write down your access password in undisguised form, or keep it with your account information. Do not disclose your access password to any other person(s) (including family members). You should change your access password on a regular basis to ensure that it is secure (this can be done over the telephone using Phone Banking). Should you become aware of the loss, theft or possible unauthorised use of your access password you should immediately change your access password, and contact The Rock.
- 7.7 An instruction given by you using telephone banking will be enacted upon receipt, and cannot be stopped once acted upon.
- 7.8 Instructions for account transfers or BPAY payments will not be performed unless there are sufficient cleared funds available in the account from which you want to make the payment.
- 7.9 The Rock is not liable for any loss or consequential damage if you use telephone banking to access you Rock accounts or to perform transactions on your Rock accounts.
- 7.10 Should you become, or reasonably should have been, aware of any theft or discovery of your access details or unauthorised access to your account you should notify The Rock immediately. The Rock will not be liable for any transactions processed prior to your notification to The Rock of this theft, discovery, or access.

- 7.11 Whilst every effort will be made to ensure that The Rock's Phone Banking service is available 24 hours a day, there may be occasions that the service will not be available due to system maintenance, system failure or network problems beyond our control. The Rock will not be liable for any delay in acting on instructions received from you which results from temporary breakdown of, or interruption to, its Phone Banking service, or other circumstances beyond its reasonable control.

8. BPAY Bill Payment Services

(a) General

- 8.1 What is the BPAY Scheme?
The BPAY scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments to them through the BPAY scheme (BPAY Payments). The Rock is a Payer Institution in the BPAY scheme. We will tell you if we are no longer a Member of the BPAY scheme.
- 8.2 You can recognise bills you may pay through the scheme as they display the BPAY logo and Biller Reference details.
- 8.3 The information you must give us to instruct us to make a BPAY payment is:
- Biller Code;
 - Biller Customer Reference Number;
 - the amount you want to pay; and
 - the account from which you want us to make the payment.
- 8.4 We will then debit the account you specify with the amount of the BPAY payment.
- 8.5 You acknowledge that we shall not be obliged to effect a BPAY payment if you do not give us all of the above information, if any of the information you give us is inaccurate, or if there are insufficient cleared funds in the account to be debited.
- 8.6 BPAY payments may be made from any of the following types of everyday transaction and savings accounts held with The Rock:
- Fee Cruncher Account;
 - Only Account;
 - Offset Account;
 - Online Saver Account;
 - Senior's Platinum Account;
 - Youth Account;
 - Business Cheque Account;

- 8.7 A fee may apply to the processing of a BPAY request. Further information on associated fees and charges are outlined in *Product Schedule Part C: Fees & Charges*.
- 8.8 You must comply with the terms and conditions applying to the account from which you request us to debit a BPAY payment to the extent that those account terms and conditions are not inconsistent with or overridden by, these BPAY terms and conditions. The conditions applying to BPAY payments are in addition to those terms.
- 8.9 You can initiate BPAY payments by any of the following methods:
- The Rock's Internet Banking service (therock.com.au);
 - The Rock's Phone Banking service (1800 806 645); or
 - visiting any of The Rock's branches.
- 8.10 You can process a one-off payment to a Biller organisation, or you can set up a regular periodic payment for a specified amount.
- 8.11 One-off payments can be processed on the current date, or you can specify a future processing date. Payments cannot be backdated.
- 8.12 You acknowledge that the receipt by a Biller organisation of a mistaken or erroneous payment does not, and will not, constitute, under any circumstances, part or whole satisfaction of any underlying debt by you to that Biller organisation.
- (b) Payment Instructions**
- 8.13 We will generally not be able to stop a BPAY payment once you have instructed us to make that payment, and cannot guarantee that any stop payment instruction given by us will result in the stopping of that payment.
- 8.14 You should 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.
- 8.15 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY payment and later discover that:
- the amount you told us to pay was greater than the amount you needed to pay; you must contact the Biller to obtain a refund of the excess; or
 - the amount you told us to pay was less than the amount you deemed to pay; you can make another BPAY payment for the difference between the amount actually paid to the Biller and the amount you needed to pay.
- 8.16 If we are advised that your payment cannot be processed by a Biller we will:

- i. advise you of this; and
 - ii. credit your account with the amount of the BPAY payment; and
 - iii. take all reasonable steps to assist you in making the BPAY payment as quickly as possible.
- 8.17 When we receive instructions for more than one BPAY transfer or payment from a nominated account, we may determine the order of priority in which the transfer(s) or payment(s) are made.
- 8.18 You must ensure that the account from which a BPAY payment is to be made has sufficient funds to enable the transaction to be performed. If you set up future dated BPAY payments, it is your responsibility to ensure there are sufficient available funds in the account on the specified payment dates. Fees may apply to this functionality. Refer to our *Product Schedule Part C: Fees & Charges*.

(c) Timing of Payments

- 8.19 The Rock's BPAY Payment cut-off time is 4:30pm EST on any Banking Business Day. If we receive your payment instruction before this time it will, in most cases, be treated as having been made on the same day. However, the payment may take longer to be credited to a Biller if we receive your instruction on a Saturday, Sunday or a public holiday, or if a participant in the BPAY scheme does not process a payment as soon as they receive the payment details.
- 8.20 Subject to clause 8.19, Billers who participate in the BPAY scheme have agreed that a BPAY payment you make will be treated received by the Biller to whom it is directed:
- a. on the date you make that BPAY payment, if you tell us to make BPAY payment before our Payment Cut-off Time on a Banking Business Day; or
 - b. on the next Banking Business Day, if you tell us to make a BPAY payment after our Payment Cut-off Time on a Banking Business Day, or on a non-Banking Business Day. The BPAY Scheme defines a Banking Business Day as any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
- 8.21 A delay might occur in the processing of a BPAY payment where:
- a. there is a public or bank holiday on the day after you tell us to make a BPAY payment; or
 - b. you tell us to make a BPAY payment either on a day which is not a Banking Business Day, or after the Payment cut-off time on Banking Business Day; or
 - c. another financial institution participating in the BPAY scheme does not comply with its obligations under the BPAY scheme; or

- d. a Biller fails to comply with its obligations under the BPAY scheme.
- 8.22 While it is expected that any delay in processing under this agreement for any reason set out in paragraph 8.21 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- (d) Transaction Authorisation**
- 8.23 You should check your account record 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.
- 8.24 We will treat any instruction to make a BPAY payment as valid in the following circumstances:
- a. where we receive written instructions from you bearing your signature (as previously provided to us); or
 - b. where instructions are received via our telephone banking service, where a valid client number and access password combination has been provided; or
 - c. where instructions are received via our internet banking system, where a valid client number and access password combination has been provided.
 - d. liability for mistakes and unauthorised transactions
- 8.25 We will attempt to make sure that BPAY payments are processed promptly by the participants in the BPAY scheme, including those Billers to whom your BPAY payments are to be made.
- You must tell us promptly if:
- a. you become aware of any delays or mistakes in processing your BPAY payments; 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.
- 8.26 We will attempt to rectify any such matters in relation to your BPAY payments as described in paragraphs 8.13 to 8.18. However, subject to our obligations otherwise contained in these terms and conditions or in the ePayments Code, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.
- 8.27 We may suspend your right to participate in the BPAY scheme at any time if you, or someone acting on your behalf, is suspected of fraudulent activity.
- 8.28 When you instruct us to make a BPAY payment for the first time, whether in person at a branch or mini branch, or by telephone or internet banking, you agree to and are bound by these EFT Terms and Conditions.

- 8.29 If a BPAY payment is made to a person or for an amount which is:
- not in accordance with your instructions (if any); and
 - did not result from a mistake made by you; we will credit that amount to your account.
- 8.30 If the payment results from a mistake made by you, we will make reasonable efforts to recover this amount; however we will not be liable for our failure to do this. If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you, or on your behalf, but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay to us the amount of that unauthorised payment if the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.
- 8.31 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 the person does not refund you the amount of the fraud-induced payment, you must bear the 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 that person must refund you the amount of the fraud-induced payment.**
- 8.32 If you tell us that a BPAY payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received the BPAY payment, consenting to us obtaining from the Biller information about your account with that Biller or that 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.
- 8.33 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than due to any loss or damage you suffer due to our negligence, or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted, or modified at all or only to a limited extent.
- 8.34 We exclude all liability for any loss you suffer because our telephone banking and/or internet banking services are not available, including, but not limited to, systems malfunction or failure of telephone lines, telephones, and/or telephone exchanges.
- 8.35 We will not be liable to you for delays or errors in the execution of any transaction or instruction due to the failure or malfunction of any aspect of the communication network, or any circumstance beyond our reasonable control.

9. Interest

- 9.1 Interest is calculated based on the daily credit or debit balance in the account at the end of each day. Interest is posted to savings and transaction accounts as follows:
- a. Fee Cruncher, Only, Senior's Platinum and Business accounts - on 31 March, 30 June, 30 September & 31 December each year;
 - b. Christmas Club- the interest on a Christmas Club account is posted on 14 November each year;
 - c. Offset Account:
 - i. no interest is credited to an Offset account but the daily balance is used to reduce the balance on which interest is charged at the end of each month on the associated loan account;
 - ii. no interest is credited to an Offset account where the balance of the Offset balance is greater than the outstanding associated loan balance;
 - iii. an Offset account does not attract any interest benefits unless it is linked to a loan. This will commence when part or the entire loan is first drawn, and will cease when the account holder no longer has a loan with The Rock, or if The Rock assigns its interest in the loan.
 - d. Youth and Online Saver - at the end of each month.
- 9.2 Interest rates applicable to savings accounts are determined by The Rock, and are subject to change without notice. Interest rate details are available in *Product Schedule Part D: Deposit Interest Rates*, on request from any branch or mini branch of The Rock, or from The Rock's website therock.com.au.
- 9.3 Bonus interest may also be offered, as a special, or limited time offer, on accounts. Details relating to the Bonus Interest, Bonus Interest period and Bonus Interest terms and conditions will be displayed on our website therock.com.au.
- 9.4 The interest rate on term deposits will not change during the term of the deposit, unless agreed between you and us. If we quote you an interest rate for a term deposit, the rate may differ if the deposit is not made on the day the rate was quoted.

10. Withdrawals

- 10.1 Depending on the type of account, account holders can access their money through one or more of the following methods:
- ATM Card (via ATM or EFTPOS devices, or online)
 - Internet Banking service
 - Phone Banking service
 - Periodic payment authority
 - Personal cheque book
 - Over-the-counter withdrawal
- 10.2 Withdrawal requests will only be processed by The Rock if there are sufficient cleared funds available in the account.
- Cheques deposited are subject to cheque clearance periods - refer 12(b) Cheque Deposits.**
- 10.3 The following additional restrictions apply to withdrawals from certain account types. These restrictions are outlined in *Product Schedule Part A: Product Summary* and include:
- Christmas Club - Withdrawals may only be made from this account from 15 November to 31 December each year. Any withdrawals outside this period will incur an administration fee of \$25.
- 10.4 To make a withdrawal you must have valid account ID, such as a Rock ATM Card or Photo ID.
- 10.5 Account Closure
- We will close an account if you request us to do so in writing, signed by all account holders. When we close an account, funds will be transferred into an account, the details of which will be provided by the account holder. We may also close an account if:**
- it is overdrawn without prior consent;
 - it is “dormant” i.e. has no transactions for more than 3 years; or
 - the balance of the account falls below the minimum balance requirement.
- 10.6 Savings and Transaction accounts which have not been used by making a deposit or withdrawal (excluding any fees, charges or interest paid) for 3 years will be closed without notice to you and any balance transferred to an Unclaimed Money Fund held with the Commonwealth Government. Credit balances over the amount prescribed in legislation dealing with unclaimed moneys must be transferred to the Government. Children’s accounts (held in the name of, or for the benefit of, a person under 18 years) are subject to a 7 year inactivity period before transfer to the Unclaimed Money Fund.

The deadline used for assessing unclaimed money each year is 31 December.

Refund of Unclaimed Money may take up to 3 months to be processed. Funds will not be made available to claimants until processed by the Australian Securities and Investments Commission (ASIC) and paid to The Rock. Customers will be required to provide supporting evidence of entitlement when making a claim.

The Rock may require you to execute a Declaration Release and Indemnity if the information provided does not demonstrate conclusive entitlement.

10.7 Daily Transaction Limits

ATM / EFTPOS \$1,000 per day

Over-the-counter:

- At an on-line branch \$10,000 per day
- At an on-line agency \$2,000 per day
- At an off-line branch or agency \$50 per day

Internal/External Transfers: Nil or Client Nominated Limit

Note: All transaction limits refer to the amount that is allowed to be withdrawn from a single account per day.

10.8 Unauthorised Overdrawing

- a. Deposit accounts must have a credit balance. The Rock is under no obligation to honour cheques, or allow any withdrawal that would overdraw an account.
- b. If a customer-initiated transaction (e.g. cheque written, periodical payment, direct debit or BPAY payment) from your account causes your account to go into debit, your payment may be dishonoured.
- c. The Rock may charge you a fee for the dishonoured payment. The fee for dishonoured payments is detailed in *Product Schedule Part C: Fees & Charges*. Any failure by The Rock to charge a fee shall not constitute a waiver of that fee or the right to charge that fee in the future.

11. Term Deposit Withdrawals

- 11.1 A term deposit is lodged on the understanding that it is not withdrawn before its maturity date. Should you wish to withdraw your deposit before the maturity date, you must provide us with written notice 24 hours before the withdrawal date.

We may agree to repay part or all of your deposit before the term has ended. If we do, interest will be paid at a reduced rate from the date of deposit to the day prior to withdrawal and the reduced rate will be as decided by us from time to time. There will also be a “break cost” charged (please refer to *Product Schedule Part C: Fees & Charges* for the break cost and reduced rate).

- 11.2 Maturity of Term Deposit

You may nominate to have the principal on maturity renewed, transferred to another Rock Account, transferred to another financial institution or paid by cheque. If you do not nominate how the principal and interest is to be paid respectively, we will pay principal and interest in accordance with the account instructions we received from you when the Term Deposit was established. Terms and conditions that apply to the renewal of term deposits are set out in the *Product Schedule Part A: Product Summary*, under Term Deposits. Please refer to the Product Summary for details.

- 11.3 Account Closure

We will close an account if you request us to do so in writing, signed by all account holders.

When we close an account, funds will be transferred into an account, the details of which will be provided by the account holder.

12. Use of accounts and statements

- (a) General

- 12.1 You, or any person authorised to operate on your account, can obtain the balance in your accounts by visiting any of our branches or calling us on 1800 806 645. Balance enquiries are available from ATMs for accounts that have ATM Cards attached, our Internet Banking facility (therock.com.au) or Phone Banking services (1800 806 645). There may be a fee for this service. Please refer to *Product Schedule Part C: Fees & Charges*.

- 12.2 We will provide you with statements at least every six months for any account(s).

You can request statements to be sent more frequently by visiting any of our branches or mini branches, or by calling us on 1800 806 645 between 8:30am and 5:00pm, Monday to Friday. Please refer to *Product Schedule Part C: Fees & Charges*.

- 12.3 You and all other users should retain all transaction records to enable you to verify transactions. Check these details for accuracy as soon as you receive your statement.
- 12.4 The date which appears on the transaction record may vary from the date which appears on your statement of account. This is due to the fact that transactions completed on non-business days and after ‘cut-off’ time on banking business days (typically late afternoon) may be held over to be processed on the next banking business day.
- 12.5 The Rock Youth Account is designed to supply low or fee-free banking for children aged under 18 years. If The Rock believes these accounts are being used for any purpose other than purely for the benefit of the account holder we reserve the right, at our discretion, to close the account and transfer the balance to The Rock’s “Fee Cruncher Account”.

b) Cheque Deposits

- 12.6 All cheques are subject to acceptability and The Rock may choose not to accept any cheque at our discretion.
- 12.7 When you deposit a cheque to your account you cannot withdraw against the cheque until it has been cleared.

Depositing Australian Dollar Cheques

- 12.8 When you deposit an Australian Dollar (AUD) cheque issued by another Australian bank into your account you cannot withdraw against the cheque until it has been cleared. It usually takes 3 to 7 working days to clear an Australian Dollar cheque.

This is not a warranty or a representation by us that after 7 working days you can safely regard the cheque as having been honoured. Funds may be subject to dishonour after this clearance period has passed.

- 12.9 If a cheque is dishonoured (even after 7 days) putting your account into debit, you are responsible for bringing the account back into credit.
- 12.10 A dishonoured cheque resulting in a debit balance will be considered an Unauthorised Overdrawing. Please refer to clause 10.8 Unauthorised Overdrawing for further details.
- 12.11 All deposited cheques will be subject to clearance periods, including government issued cheques and bank cheques.
- 12.12 A deposited cheque may be returned unpaid or dishonoured in certain circumstances such as there is some irregularity or omission with the cheque. For example the cheque is unsigned or not appropriately signed, is more than 15 months old, has a date that has not yet arrived or has been materially altered (e.g. by a change in the amount originally stated on the cheque where the alteration has not been signed).

The Rock accepts no liability for deposited cheques that are dishonoured in accordance with the drawee bank’s individual terms and conditions.

- 12.13 Fees and charges apply for cheques deposited and dishonoured - please refer to the *Product Schedule Part C: Fees & Charges*.

Depositing Foreign Currency Cheques (Cheque Repurchase)

- 12.14 Foreign currency cheque conversions are provided by Western Union Business Solutions (Australia) Pty Ltd (“WUBS”).
- 12.15 All foreign currency cheques are subject to acceptability and The Rock/WUBS may choose not to accept any item at their discretion. Items negotiated through The Rock are not valid until they have been received and checked by WUBS. Items can be refused and returned to the customer at any time.
- 12.16 When you deposit a foreign currency cheque to your account you cannot withdraw against the cheque until it has been cleared. It takes a minimum of 35 working days to clear a foreign currency cheque.

This is not a warranty or a representation by us that after 35 working days you can safely regard the cheque as having been honoured. Funds may be subject to dishonour after this clearance period has passed.

- 12.17 If a cheque is dishonoured (even after 35 working days) putting your account into debit, you are responsible for bringing the account back into credit.
- 12.18 A dishonoured cheque resulting in a debit balance will be considered an Unauthorised Overdrawing. Please refer to clause 10.8 Unauthorised Overdrawing for further details.
- 12.19 Foreign currency cheques can only be deposited into an account held in the cheque payee name.
- 12.20 The foreign currency value and paying bank must be in the same country e.g. a USD cheque must be drawn on a US bank.
- 12.21 To allow for remittance to the foreign issuing bank for clearance The Rock/WUBS may refuse a cheque which is more than three (3) months old (from date on the cheque), or one that is post-dated (presented before the date on the cheque).
- 12.22 Foreign currency cheques less than **AUD\$2,000** equivalent will be processed on a negotiated basis, converted at an exchange rate calculated by WUBS provided at the time of deposit, and subject to clearance periods.
- 12.23 Foreign currency cheques greater than **AUD\$2,000** equivalent will be sent for collection and funds will not be available until returned from the overseas bank and credited to your account. The exchange rate used to conduct the conversion will be the rate prevailing at the time WUBS is notified that the cheque has cleared.
- 12.24 Foreign currency cheques sent for collection may take in excess of 35 working days. The Rock cannot ascertain or guarantee the clearance time for foreign currency cheques sent for collection.

- 12.25 Fees and charges apply to the deposit of foreign currency cheques (repurchase of foreign currency documents), cheques deposited and dishonoured. Please refer to the *Product Schedule Part C: Fees & Charges*.

13. Account Charges

(a) General

- 13.1 We may debit your accounts with any government taxes, duties or charges which may be imposed from time to time on your access method or on transactions through electronic equipment.
- 13.2 So far as the law allows, we may charge you for:
- the issue, renewal and replacement of an access method; and
 - transactions resulting from the use of an access method.
- 13.3 If at any time there are insufficient funds in your nominated account we are authorised to debit any other of your accounts with The Rock.
- 13.4 We will notify you in writing of the introduction or variation of a Government charge payable directly or indirectly by you, unless it is published by a government agency or representative body.

(b) Fees & Charges

- 13.5 Fees and charges apply to the operation of savings and transaction accounts. These may be varied by The Rock by providing you 30 calendar days' notice. *Product Schedule Part C: Fees & Charges* has details for each account, and is available from any branch or from The Rock's website therock.com.au, or by written request to:

The Rock

PO Box 562, Rockhampton 4700

Phone: 1800 806 645, Fax: (07) 4931 8897

Email: rock@therock.com.au

- 13.6 You may be charged a fee by an EFT provider however this fee must be disclosed to you prior to commencing the transaction, enabling you to cancel the transaction without cost.

14. Tax Implications

- 14.1 Interest earned on your savings account must be declared to the Australian Taxation Office (ATO) for income tax purposes. Provision of your Tax File Number (TFN) is not compulsory, however if you do not provide us with your TFN, or a valid exemption (such as proof that you are a pensioner in receipt of Centrelink benefits), we are required to withhold tax from the interest earned on your savings account. The rate at which tax is withheld is determined by the ATO.
- 14.2 **Foreign Tax Resident**
Under Australian Taxation Laws, each time you open an account with us we will ask you if you are a foreign resident for tax purposes. Your tax residency relates to the country

or countries in which you are required to lodge a tax return. If you are a resident for tax purposes outside of Australia, we are legally obliged to provide certain information about your account(s), along with other financial information, to the Australian Tax Office (ATO). The ATO may exchange this information with a tax authority or authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements which aim to ensure compliance with tax laws in Australia and other participating jurisdictions and to act as a deterrent to tax evasion.

If you are a foreign resident for tax purposes you will be required to provide your foreign Tax Identification Number (TIN) and the jurisdiction where you hold the foreign tax resident status. Failure to provide your TIN may result in the account not being opened.

You are required to notify us of any change in your circumstances as soon as practical.

15. Discretion to reduce liability

- 15.1 Where you allege that a transaction is unauthorised and we have not placed a reasonable daily or periodic transaction limit, either we, or an external dispute resolution body, may decide to reduce your liability having regard to:
- whether the security and reliability of the means used by us to verify that the relevant transaction was authorised by you and adequately protected you from losses in the absence of reasonable daily or other periodic transaction limits protection; and
 - if the unauthorised transaction was a funds transfer that involved drawing on a line of credit accessible by the access method (including drawing on repayments made to a loan account), whether at the time of making the line of credit accessible by the access method, we had taken reasonable steps to warn you of the risk of the access method being used to make unauthorised transactions on that line of credit.

16. Disputes with others

- 16.1 We are not liable if any retailer refuses to accept an access method for use in an account access service.
- 16.2 Unless required by law, we are not responsible for the goods and services a retailer supplies to the user. If the user has any disputes, they must be resolved with the retailer. We are also not responsible for complaints with respect to the goods and services a retailer supplies to the user with respect to incorrect charging.
- 16.3 The user must ensure that the correct amount is entered in the electronic equipment before the user authorises the transaction. The user must take up with the retailer disputes over what is believed to be incorrect charging.

Complaints and feedback

We work hard to deliver the best banking experience possible to our customers. We value your opinion, so if a product or service does not meet your expectations, we want to know about it.

Our team is here to listen, and ready to help you resolve any complaints or concerns you may have. Plus, your feedback gives us the opportunity to better our products and services, which is something we continually strive to do. So if you have a complaint, concern, suggestion or just wish to give some feedback, please don't hesitate to get in touch.

Making a complaint

When you make a complaint we will:

- try to resolve the matter on the spot - in most situations we can do this;
- keep you up to date on our progress;
- work hard to resolve your matter within 21 days;
- let you know in writing if we require more information or more time to investigate your matter; and
- provide you with a final response within 45 days.

If we are unable to provide a final response to your complaint within 45 days, we will inform you of the reasons for the delay.

To help us get the best understanding of your concern, we recommend that you:

- be prepared with any supporting documents or evidence you think will help clarify your concern; and
- be as clear as possible about what has happened.

To make a complaint

Step 1 Talk to us

In most situations, we will be able to resolve the matter for you on the spot. Call us on 1800 806 645 or visit your nearest branch.

If you prefer to put your complaint in writing, you can email or write to us, or complete and return the Complaints, Compliments & Feedback form available at therock.com.au.

Phone 1800 806 645
Email feedback@therock.com.au
Mail Complaints Officer
The Rock
PO Box 562
ROCKHAMPTON QLD 4700

If your complaint is complex or needs a detailed investigation, we will make sure that it is referred to the right department promptly and will respond to your complaint as quickly as possible.

Step 2 Ask for your complaint to be reviewed

If you are not satisfied with our initial response, you can request the matter be reviewed by a Rock Senior Manager or our Customer Advocate. You can contact us by phone, in writing by mail or email, or in person at your nearest branch. Please let us know your customer number, the reason why you are not satisfied with our initial response and the outcome you are seeking. We will make sure that it is referred straight away to an appropriate Senior Manager or our Customer Advocate for review and a response. Our Customer Advocate's role is to act as independently as possible and make sure that your complaint is handled fairly.

Senior Manager Review

Phone 1800 806 645

Email feedback@therock.com.au

Post PO Box 562 Rockhampton QLD 4700

Customer Advocate Review

Phone 1800 806 645

Email customeradvocate@therock.com.au

Post PO Box 562 Rockhampton QLD 4700

Step 3 External review

Should you remain unhappy with our Senior Manager's or Customer Advocate's response you have the right to have your claim dealt with by the Financial Ombudsman Service (FOS). FOS is an external dispute resolution scheme approved by the Australian Securities and Investments Commission. FOS is an independent organisation offering free and accessible dispute resolution services to financial services consumers across Australia. Complaints lodged with FOS are dealt with under the membership held by MyState Bank Limited.

You can contact FOS by:

Phone 1300 780 808

Fax 03 9613 6399

Post GPO Box 3
Melbourne VIC 3001

Email info@fos.org.au

Web www.fos.org.au

For information regarding complaints about your privacy refer to our Privacy Policy available at therock.com.au or by calling us on 1800 806 645 or dropping into your nearest branch.

18. Privacy and Confidentiality

18.1 At The Rock the privacy of personal information is important and as such, The Rock is bound by the Australian Privacy

Principles under the Privacy Act 1988 (Cth).

- 18.2 Our Privacy Policy details how we deal with your personal information as well as our legal obligations to that information. For a copy of this brochure, visit therock.com.au, call 1800 806 645 or drop into your nearest Rock branch.
- 18.3 Why we collect personal information
- a. We collect personal information primarily to assess your application for a Rock product and/or facility and if your application is successful, to provide the service you have requested.
 - b. If you do not provide all of the information we require we cannot assess your application, or subsequently provide what you have requested.
- 18.4 Types of personal information held
- a. The kinds of personal information held generally include name, personal details, date of birth, Tax File Number, contact details and account details. Depending on your relationship with the MyState Limited Group we may also hold information concerning your financial details, (including your assets and liabilities) information about your employment details, employment circumstances, family commitments and social security eligibility.
- 18.5 Confidentiality of your personal details
- a. Apart from any duty of confidentiality under legislation, The Rock has a general duty of confidentiality towards you except where:
 - disclosure is required by law;
 - there is a duty to the public to disclose;
 - the Rock's interest requires disclosure; or
 - disclosure is made with your express or implied consent.
 - b. Subject to that, The Rock may not disclose information about you to another person without your consent.
- 18.6 Disclosure to related entity
- a. The Rock may disclose information about you to a related entity where:
 - the information is necessary to enable an assessment to be made of your total liabilities to The Rock and to the related entity; and
 - the related entity provides financial services which are related or ancillary to those The Rock provides, unless you tell The Rock not to do so.
 - b. You must let MyState know if you do not wish us to disclose information about you to a related entity providing related financial services.

18.7 How to access your information

- a. We will provide you, on request, with information about you which is readily accessible by us and which may lawfully be protected. We will endeavour to respond to any request for access within 14-30 days depending on the complexity of the information and/or request.
- b. We require you to clearly identify the information that is requested and may charge a fee for providing the information requested. You may request information through our branches, Service Centre or by mail, but depending upon the circumstances and the complexity of your request we may require your request for access in writing.
- c. In some circumstances the Privacy Act permits us to deny access. If we deny your request for access, we will let you know why.

18.8 Correction of information

- a. We endeavour to ensure that, at all times the personal information we hold is up to date and accurate. If the information is incorrect you may request the correction of your information. If The Rock is satisfied that the relevant information is incorrect, it will make the requested correction.
- b. For more information on how The Rock handles personal information, please refer to The Rock's Privacy Policy which is available through any branch, at therock.com.au or by calling 1800 806 645.

18.9 Protection of personal information

- a. The Rock will take reasonable steps to protect personal information it holds about you against loss and against access, use, modification or disclosure that is unauthorised. The Rock will require all staff with access to your personal information to maintain confidentiality concerning that information.
- b. The Rock will comply with the requirements of any Credit Reporting Code of Conduct issued by the Privacy Commissioner under the Privacy Act 1988 (Cth).

19. Anti-Money Laundering and Counter-Terrorism Financing

19.1 In respect to identification requirements:

- a. you agree to provide sufficient documentation as required by The Rock to enable us to provide you with the product or service you may request;
- b. you agree that subsequent to provision of this documentation, The Rock may consider further verification of your identity necessary, and share some or all of this information with a third party provider of identification services. This provider will be subject to

using this information in compliance with The Rock's Privacy Policy;

- c. you agree that if The Rock is not satisfied with the identification documents, or their subsequent verification, then we may choose to decline to provide part, or all, of the products or services that you have requested; and
- d. you agree that subsequent to the provision of a product or service, we may request further identification information to either supply you with further products or services, or continue to provide an existing product or service.

19.2 In respect to services provided on the products we have provided:

- a. you agree The Rock may delay, block, freeze or refuse to make a payment if The Rock believes on reasonable grounds that making the payment may breach any law in Australia or any other country;
- b. you agree to provide all information to The Rock which The Rock reasonably requires to comply with any law in Australia or any other country. You agree The Rock may disclose information which you provide to The Rock where required by any law in Australia or any other country;
- c. unless you have disclosed that you are acting in a trustee capacity, or on behalf of another party, you warrant that you are acting on your own behalf in entering into any agreement with The Rock;
- d. you declare and undertake to The Rock that any payment of monies in accordance with your instructions to The Rock will not breach any law in Australia or any other country;
- e. we may be prohibited from effecting some internet banking transactions to overseas jurisdictions and involving certain persons (in addition to the prohibitions required by Australian law); and
- f. you agree that we will incur no liability to you if we delay or block any transaction, or refuse to pay any money in the reasonable belief that a transaction may contravene any such law. We may suffer loss from you entering into transactions that would breach the AML/CTF laws or acting on someone else's behalf (unless they are a trustee) in breach of the AML/CTF laws. We may seek a customer warranty and indemnity based on the warranty.

20. Variations to these Terms and Conditions

We may change the terms and conditions which apply to your account. If we do so, we will notify you:

- at least 30 days before we introduce new fees or charges, or change the method of interest calculation or frequency of interest payment;
- no later than the day we change other terms and conditions which increase your obligations to The Rock; or
- in our next contact with you after increasing interest rates, or otherwise reducing your obligations.

We may notify you by personal letter, newsletter or account statement. You will be deemed to have received notice on the second day after mailing of the letter, newsletter or account statement.

The Rock is not required to give advance notice of:

- the reduction or cancellation of daily card limits for cash withdrawals, purchases and transfers using electronic and telephone banking by you; or
- other changes to terms and conditions;

that are required to immediately restore or maintain the security of a system or an individual facility, including the prevention of systemic or individual criminal activity, including fraud.

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How to contact The Rock

1800 806 645
therock.com.au

Mail: The Rock
PO Box 562
Rockhampton QLD 4700
Email: rock@therock.com.au

The Rock - A division of MyState Bank Limited (MyState)
ABN 89 067 729 195 AFSL 240896
Australian Credit Licence Number 240896
A wholly owned subsidiary of MyState Limited
ABN 26 133 623 962

