

# **IMPORTANT NOTICE TO COMMONWEALTH BANK CUSTOMERS**

Effective 20 August 2024, the **Electronic Banking Terms and Conditions** dated 24 May 2024 is amended as follows:

## **Page 15, section 8.1, Types of deposits**

In the "Cash deposit type" table at sub-paragraph b, remove the row titled "With your mobile phone number (up to and including 6 June 2024)".

In the "Cash deposit type" table at sub-paragraph b, remove the words "(on and from 7 June 2024)".

Under the "Cash deposit type" table at sub-paragraph b, add: "For information on the terms and conditions for QR Cardless Deposits (on and from 1 October 2024), including information on applicable cash deposit limits, please see the CommBank app Terms and Conditions which can be found in the CommBank app on your iOS or Android device."

## **Page 27, section 9.4, Card transaction limits and other restrictions**

Under the table at sub-paragraph c, add: "For information on the terms and conditions for QR Cardless Withdrawals (on and from 1 October 2024), including on applicable cash withdrawal limits, please see the CommBank app Terms and Conditions which can be found in the CommBank app on your iOS or Android device."

## **From page 98, section 23, Meaning of words**

Add the following new defined terms at the appropriate alphabetical location:

### **“QR Cardless Deposits**

The functionality that facilitates making cash or cheque (other than a foreign cheque, in any currency) deposits at compatible CommBank ATMs to eligible CommBank accounts without using a card by using the CommBank app and scanning a QR code from a compatible CommBank ATM.”

### **“QR Cardless Withdrawals**

The functionality that facilitates the withdrawal of cash at compatible CommBank ATMs from your eligible CommBank account without using a card by using the CommBank app and scanning a QR code from a compatible CommBank ATM.”

## **We’re here to help**

For more information, you can contact us on 13 22 21.



Commonwealth Bank

# Electronic Banking

## Terms and Conditions

24 May 2024

If you have any questions about the Terms and Conditions set out in this brochure, or fees and charges, please ask our staff or call **13 2221**.

This brochure is issued by the Commonwealth Bank of Australia  
ABN 48 123 123 124 AFSL 234945,  
the provider of the services described  
in this brochure.

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# 1: About these Terms and Conditions

This document sets out the terms and conditions which govern any of the Electronic Banking facilities identified below which we provide to you. Definitions are set out in clause 23.

These Terms and Conditions become binding once we give you (or any other user) an access method and you (or that other user) accept the access method.

## 1.1 Electronic Banking covered by this document

This document governs the following Electronic Banking facilities, each of which involves providing access to perform a transaction on, or otherwise use a feature (such as a feature to view account statements) in relation to, an account using electronic equipment and/or a device such as a card including:

- Card facilities including:
  - Debit Cards;
  - Credit Cards;
  - Travel Money Cards;
- Telephone Banking;
- NetBank (Internet banking);
- Mobile phone applications such as the CommBank App<sup>1</sup>;
- BPAY and BPAY View;
- ATM; and

- Dedicated coin only self-service coin counting machines.
1. Use of the CommBank App on iOS or Android is subject to the CommBank App Terms and Conditions which can be found in the CommBank App on your iOS or Android device.

Where you use an Electronic Banking facility for access to an account, the relevant terms and conditions for the account apply in addition to this document.

If you use an Electronic Banking facility to access an account under which credit is provided, the credit aspects associated with any such transaction are governed by your credit contract instead of this document.

Credit card use is governed by our Credit Card Conditions of Use, not this document. However this document will apply to access to, or use of, an Electronic Banking facility even where that Electronic Banking Facility is used in conjunction with a credit card.

## **1.2 ePayments Code**

These Terms and Conditions reflect the ePayments Code which we have adopted. To the extent that it applies, we warrant that we will comply with the ePayments Code.

The ePayments Code is intended to apply to transactions authorised using electronic equipment and without a signature.

Therefore, it is not applicable to purchase transactions using a card where you sign to authorise the transaction.

The ePayments Code does not apply to any Electronic Banking Facility that is

designed primarily for use by a business, and established primarily for business purposes. For the avoidance of doubt, these Terms and Conditions shall not be interpreted so as to treat any such facility as if the ePayments Code applies to it.

### **1.3 Banking Code of Practice**

We will observe the provisions of the Banking Code of Practice. Relevant provisions of the Banking Code of Practice apply to the Electronic Banking facilities governed by this document in relation to each customer who is an individual or who is a small business customer.

The Banking Code of Practice sets out the standards of practice and service in the Australian banking industry for individual and small business customers, and their guarantors.

You can obtain a copy of the Banking Code of Practice by:

- asking your relationship manager or at any branch
- calling **13 2221**
- visit our website  
[www.commbank.com.au](http://www.commbank.com.au)

## **2: Activating a card and device**

Cards and devices we issue remain our property. To use your account with a card we issue, you must first sign the card and then activate it online in NetBank, in branch or by calling **13 2221** or by following the

**card activation steps on the CommBank App.** Once activated, your card(s) is valid and can be used only for the period indicated on it. You cannot use it after the expiry month on the card. You can choose a specific PIN online in NetBank or the CommBank App, or call into one of our branches. See clause 14 for a description of your obligations to keep your PIN secret and otherwise safeguard against unauthorised transactions and the consequences if you fail to take those measures.

### **3: Letting others have a card**

You can ask us to issue an additional credit card for your credit card account, to another person. An additional cardholder must be at least 16 years of age and satisfy any other eligibility requirements.

An additional cardholder's use of a card is subject to these Terms and Conditions and we suggest that additional cardholders have a copy of them.

You are responsible for an additional cardholder's use of their card and for all the amounts of any withdrawals, purchases or payments an additional cardholder makes using an access method as if you had used that access method to make the transactions. Additional cardholders will have access to your account information.

### **Updating our records to remove an additional cardholder**

You or your additional cardholder can ask us



to remove the additional cardholder from your account at any time. When we do this, your additional cardholder will no longer be listed in our records as an additional cardholder on your account, and they won't be able to view your account information online.

However, asking us to remove your additional cardholder won't cause your additional cardholder's card to be cancelled or to be deleted from their digital wallet (where applicable). Your additional cardholder will continue to be able to transact on your account using their card, even after we've processed your request for their removal.

## **Stopping your additional cardholder from using their card**

To stop your additional cardholder from transacting on your account using their card after they have been removed as an additional cardholder from your account, you must ask your additional cardholder to return their card to you and to delete their card from their digital wallet (if applicable).

If there is any risk that your additional cardholder may continue to transact on your account using their card without your authority after you have asked us to remove them, you must ask us to place a stop on your account, in addition to asking us to remove your additional cardholder from your account. (See 5.1).

When we place a stop on your account at the same time as you ask us to remove your

additional cardholder, all cards linked to your account are cancelled (which means that they can no longer be used in person, online or through a digital wallet) and a new card is issued to you only.

(If you ask us to cancel or stop a card issued to your additional cardholder pursuant to section 5 of these terms and conditions, and you don't also ask us to remove your additional cardholder from your account, new cards will be issued to both you and your additional cardholder).

## **4: Checking, authorising and seeking to cancel transactions, chargebacks**

### **4.1 Checking your transactions**

- a. Make sure you keep all receipts and records of payment arrangements you receive from merchants and regularly check your statements to identify any discrepancies. You should promptly report any discrepancies to us.
- b. Offline transactions processed by a merchant (including some Contactless transactions) may not appear on your statement with the same date as the date you made the transaction.
- c. It is your responsibility to ensure there are sufficient funds available in the account when this transaction is processed by us. If you have access to NetBank or use the CommBank App, you can check the transactions online.

- d. Where card purchases or transactions are made overseas (such as purchases made over the internet), they may be processed using the date overseas, which may not be the same as the date in Australia.

## **4.2 Authorising your transactions**

- a. When you use an Electronic Banking facility to perform a transaction with electronic equipment you authorise us to act on the instructions entered into that electronic equipment even if the electronic equipment is not owned by us (such as an ATM of another bank).
- b. See clause 14 for a description of your obligations to safeguard against unauthorised transactions and the consequences if you fail to take those measures.
- c. We do not have to allow or process a transaction performed using an Electronic Banking facility which is attempted to be performed:
  - i. if there are insufficient funds available in the account for the transaction to be performed; or
  - ii. in any of the circumstances described in clause 11.

## **4.3 Advance Authorisations**

- a. For card transactions, some merchants (e.g. restaurants, hotels and car rental agents) may ask us to confirm that your account has sufficient available balance to meet the estimated cost of the goods and

services before providing them to you. We treat this as a request for authorisation in advance of the purchase payment for goods or services.

- b. We may choose not to authorise a particular transaction. For example, there may be security issues with the transaction or network or, you may have insufficient funds in your account. If we do authorise a transaction in advance, we reduce your available account balance by the estimated cost of the goods and services. Normally, this is then cancelled out when the actual transaction is completed.
- c. Pending authorisations will remain on your account until the merchant clears the transaction when the actual transaction is completed.
- d. If the merchant does not clear the transaction within a specific time period, the pending authorisation will be removed and your available balance updated accordingly.

## **4.4 Refunds**

A merchant must issue a valid credit voucher to make a refund to you. We can only credit the refund to your account when we receive the voucher from the merchant's bank.

## **4.5 Requesting a card chargeback**

In some cases, Card Scheme Rules allow us to dispute a transaction for you and request a refund (i.e. chargeback) for you

from the merchant's financial institution. Usually, we can only do this after you have tried to get a refund from a merchant and were unsuccessful. **You should tell us as soon as possible if you think a mistake has been made or there has been an unauthorised transaction, so that we may ask for a chargeback. If we ask, you should also provide any information needed to support your request. Regardless of any time limits under the Card Scheme Rules, in some cases you may still have rights to reverse or correct a charge to your account for unauthorised transactions where the ePayments Code applies** – See clause 14 for a description of your obligations to safeguard against unauthorised transactions and the consequences if you fail to take those measures. Chargeback rights do not apply to BPAY transactions – see 'BPAY Conditions of Use' at clause 16.

#### **4.6 What happens when we claim a card chargeback**

We will try our best to claim a chargeback for you. However, for your claim to be successful, the merchant's financial institution must first accept the claim. If they reject a chargeback, we will only accept the rejection if we are satisfied that it is reasonable and is consistent with the Card Scheme Rules. As a result of our investigations, if we find that your account:

- a. has been incorrectly debited or credited, then we will adjust your account

(including any interest and charges) and notify you in writing. A disputed transaction amount is usually refunded to your account at around the time the dispute is successfully resolved in your favour except that adjustments to any fees and interest charged may take longer;

- b. has not been incorrectly debited or credited or that you're liable for the loss or part of the loss, then we will give you copies of the relevant documents or evidence.
- c. We may reverse a refund made to your account on reasonable grounds, including for example, where a refund is paid twice in error resulting in a duplicate payment into your account or a merchant provides evidence satisfactory to us, that you are liable for the transaction. We will notify you in writing after exercising this right.

## **5: Changing your credentials and authorities**

### **5.1 How do you cancel or stop a card, or other device?**

- a. You must tell us if you wish to cancel a card or other device issued to you or another user. When you ask us to do this, new cards will be issued to you and any other user (including an additional cardholder). A new card won't be issued to any other user if, when you ask us to cancel a card, you also ask us to remove

that user from your account (see section 3). You can cancel a card or other device via NetBank or the CommBank app if you are a NetBank customer or by calling us on **13 2221** (unless the request for cancellation of the card or other device is made at the same time as you ask us to remove a user from your account; to remove a user and stop your account, you must call us on **13 2221** or go into a branch).

- b. You can also ask us to place a temporary lock on your account, in which case you and any other user will not be able to make any further transactions on the account until you ask us to remove the temporary lock. You can do this via NetBank if you are a NetBank customer or by calling us on **13 2221**.
- c. You will continue to be liable for any transaction amounts not yet processed and for all transactions made using a card or other device at a time when any of our electronic transaction systems are unavailable, until you have taken all reasonable steps to have the card destroyed or, in the case of any other device, returned to us.
- d. Merchants might still accept the cancelled card for a transaction processed offline which is below their floor limit for offline transactions. To ensure you are not liable for such transactions, you should destroy your card as soon as it is cancelled.

## 6: Sending you electronic communications

### 6.1: Notices about Electronic Banking

- a. We may give you your notices through:
- i. NetBank, if you are a NetBank customer (or we may post the notice on our CommBank website) – we'll let you know when the information is there by:
    - email to an email address you have given us for contacting you;
    - SMS message to a mobile telephone number you have given us for contacting you; or
    - push notification from the CommBank App; or
  - ii. email to an email address you have given us for contacting you;
  - iii. SMS message to a mobile telephone number you have given us for contacting you;
  - iv. electronic message to any other electronic address you have given us for contacting you;
  - v. advertising in the national or local media; or
  - vi. any other means we agree with you.
- b. You can change your electronic address on NetBank, on the CommBank App or by calling us on **13 2221**.



- c. Where we provide notice by advertising in the national or local media, that notice will take effect on the day the advertisement appears in the media unless a later date is set out in the notice.
- d. You will be taken to receive an electronic statement or notice from us on the day that our notification enters the first information system outside CommBank (e.g. the server of your email address).
- e. We may notify you of changes to these Terms and Conditions, by electronic delivery (using any of the methods set out above) or advertising in the national or local media, as described in clause 18.

## **6.2 Marketing messages**

If you've given us your email address or mobile phone number, unless you tell us otherwise, we may from time to time send you commercial electronic messages, for example, messages advertising, promoting or offering new or existing products, services or investments.

You can unsubscribe from such messages by using the link or following the instructions we provide in communications with you.

You can also, at any time, update your message or marketing preferences:

- a. in NetBank after you log on; or
- b. by calling us on **13 2221** (you'll need to satisfy identity verification before we process your request).

## **7: NetBank**

### **7.1 Responsibility for NetBank**

- a. When your Client Number and password are used to conduct a transaction or otherwise communicate with us using NetBank, you agree we can assume that the transaction or communication is performed by you because no other person should know your Client Number and password.
- b. You will be responsible for all such transactions and communications performed with the use of your Client Number and password. However, in relation to any transaction which you dispute is an authorised transaction, your liability is determined in accordance with the rules in clause 15.

### **7.2 Daily IQ**

- a. Daily IQ is a business intelligence toolkit in NetBank available to some account types and customers. It uses your daily transaction data to compile information about your business and customers for you.
- b. It is for general informational purposes only and not intended to be financial, accounting or other professional advice.
- c. While we exercise due care and skill in developing and supplying Daily IQ, there are factors beyond our control which can influence its output. We are not liable to you for any decisions you make based

upon the Daily IQ information and to the extent we cannot exclude liability, our liability is limited to the cost of providing the Daily IQ service to you over the relevant period for such loss.

- d. All information presented in Daily IQ is confidential and must not be disclosed without our consent to any third parties. Unless otherwise specified, it is copyrighted to us.

## **8: Deposits at our ATMs**

### **8.1 Types of deposits**

Deposits can be made at select CommBank ATMs:

- a. with your eligible CommBank card and PIN to deposit into a linked account;
- b. with your eligible CommBank card and PIN using the 'Pay someone else' feature to deposit into a CommBank account using account details (Not available for Deposit Only or corporate cards);
- c. by entering your mobile phone number and the 4 digit code we will text you, followed by the BSB and account number of the account you're depositing into; and
- d. by using an ATM Deposit Code (only available with select business account types generated in NetBank or CommBiz).

## 8.2 Responsibility when depositing at our ATMs

- a. When you or any other user make a deposit at our ATMs, it is your responsibility to confirm the correct amount you wish to deposit and the correct account to which you wish to deposit to. The account name of the recipient does not form part of your deposit instructions and will not be used or checked by us in making your deposit. If you tell us to make a deposit and after we have implemented your instructions you discover that you have made an error, or the incorrect amount has been deposited, contact us on **13 2221** or at a branch to lodge a dispute as soon as possible.
- b. We accept responsibility for the security of deposits lodged at our ATMs. The amount of the deposit is subject to later verification by us, having regard to:
  - i. surveillance and / or other security measures demonstrating that the deposit ATM and the cash deposited into it had not been tampered with before we verify the amount deposited;
  - ii. the extent to which we can distinguish the deposit from other deposits in the ATM; and
  - iii. the extent to which we can demonstrate that our count is not affected by any malfunction of the ATM.

- c. If we differ on the amount of the deposit, we will tell you of the discrepancy as soon as possible.

### **8.3 Responsibility when transacting at our dedicated self-service coin counting machines**

- a. Dedicated self-service coin counting machines may be used (where available) by a customer or user in branch, as a way of transacting the monetary value of un mutilated and undamaged coins, either into a nominated CommBank account or as an assisted cash exchange (depending on device type).
- b. We reserve the right to adjust the monetary value of the amount of the transaction completed using a dedicated self-service coin counting machine where errors occur, including for example, where mutilated or damaged coins have been inserted into the machine contrary to these terms and conditions, and have been included in the value of a transaction determined by the machine. We will notify you if such later adjustment occurs and return the damaged or mutilated coins to you where you may choose to complete a damaged coin claim.
- c. It is your responsibility to ensure that the value of the transaction is known prior to usage and to notify us at the time of completing the transaction of any errors.

## 8.4 Deposit limits

- a. A maximum of \$10,000 in cash can be deposited into an account per day using an ATM.
- b. The following limits apply for cash deposits at our deposit ATMs depending on how you make the deposit:

<b>Cash deposit type</b>	<b>Limit</b>
Using your card with a linked account.	\$10,000 per day per card.
Using the 'Pay someone else' feature.	\$5,000 per day per card.
With your mobile phone number (up to and including 6 June 2024).	Up to \$1,000 cash per transaction, no more than once per day per mobile phone number.
With your mobile phone number (on and from 7 June 2024).	Up to \$750 cash per transaction, no more than once per day per mobile phone number.
By ATM Deposit Code.	Each code can be used up to 5 times per day.

## **8.5 ATM Deposit Code**

- a. By creating an ATM Deposit Code and providing this information to a third party, you acknowledge that you are effectively granting the third party authority to deposit funds into the eligible CommBank account(s) linked by you when you set up the code. This authority remains in effect until the code is deleted.
- b. By using this service, you acknowledge that you are fully responsible for the administration (including the setup and deletion) of the ATM Deposit Code using NetBank or CommBiz, as well as the distribution of code to any third parties.
- c. We reserve the right to suspend, limit, or terminate ATM Deposit Code functionality without notice at any time, e.g. if we suspect the facility is being misused.

## **9: Performing transactions**

### **9.1 Enter the correct information**

- a. When you or any other user make a transaction with electronic equipment, it is your responsibility to ensure we are given the correct amount to pay or transfer, and the correct account to which the payment or transfer credited is to be credited. The account name of the intended recipient does not form part of the payment instructions and will not be used in processing the payment.

- b. For a PayID transaction, it is your responsibility to ensure the PayID is correct. The PayID owner's name will be displayed before you submit the payment. You should check that it matches the name of your intended recipient.
- c. For a payment using a BSB and account number, it is your responsibility to ensure the BSB and account number are correct. We may use our NameCheck technology to give you a view on the likelihood that the account name you enter matches the account and prompt you to take further steps to ensure you are paying the intended recipient. If the NameCheck prompt indicates that the details don't look right, you should check the information entered and re-confirm the details with the intended recipient before proceeding with the payment. NameCheck prompts are based on our available payment information, but we are not able to confirm that the name actually matches the account.
- d. If you tell us to make a payment or transfer and after we have implemented your instructions you discover that:



The amount you told us to pay or transfer was less than the required amount.

The amount you told us to pay or transfer was greater than the required amount.

The account you told us to make a payment or transfer to was incorrect.

You can make another payment or transfer to the recipient to make up the difference.

You must contact the recipient to obtain a refund (you cannot make a claim on us).

You can contact the recipient to obtain a refund or contact us.\*

\* We will attempt to recover the funds on your behalf in accordance with clause 10.

## **9.2 Scheduling future payments and transfers**

- a. With some account types, you can 'schedule' a payment or transfer using NetBank or the CommBank App by nominating a future date on which such a transaction is to be made.
- b. Depending on the availability of cleared funds, NetBank will make up to 5 attempts to process your scheduled transfer or payment. NetBank will make the first attempt early in the morning on the day your transfer or payment is due; further attempts will be made by NetBank on subsequent business days. Scheduled transactions can be suspended or cancelled by you up to and including the day the transfer or payment is due if we have not begun processing the payment (usually around 4:30am Sydney time). Otherwise, we will process the payment or transfer as originally instructed by you.

## 9.3 Limits for transfers

- a. The following transaction limits apply for Electronic Banking facilities:

Facility type	Per transaction limit	Per day limit
Debit Cards	No limit (you can transact up to your available account balance).	See clause 9.4.
Telephone Banking – Voice	<b>\$99,999,999.99</b> (or up to your available account balance) to or from a linked statement account. <b>\$99,999.99</b> (or up to the available credit limit) to or from a linked credit card account.	No limit (you can transact up to your available account balance or credit limit).
Telephone Banking – IVR Limit	<b>\$3,000</b> when making payments through BPAY using the Interactive Voice Response Self Service (IVR).	<b>\$3,000</b> when making payments through BPAY using the Interactive Voice Response Self Service (IVR).

<b>Facility type</b>	<b>Per transaction limit</b>	<b>Per day limit</b>
NetBank or CommBank App	<b>\$99,999,999.99</b> (or up to your available account balance) to or from a linked statement account. <b>\$99,999.99</b> (or up to the available credit limit) to or from a linked credit card account.	<b>\$2,000</b> when transferring to a PayID or non-linked account (for example, another person's account or an account at another financial institution). <b>\$5,000</b> when transferring by International Money Transfers using NetBank. Before you can use this service, you need to contact us to activate it. <b>\$20,000</b> when making payments through BPAY using NetBank.

- b. To amend the daily limits for transactions using NetBank or the CommBank App:
    - i. log in to NetBank, go to the 'Settings' tab and select 'Transfer & BPAY daily limits'. You must be registered for NetCode security for any NetBank limit changes;
    - ii. log in to the CommBank App and search 'Update daily payment limits' or go to 'Settings' by selecting the icon on the top left of your screen and select 'Payment limits'; or
    - iii. call us on **13 2221 option 4**.
- Increasing these limits can increase your liability for unauthorised transactions.
- c. The daily limits applying to transfers to PayIDs/non-linked accounts, International Money Transfers and BPAY-using NetBank or the CommBank App operate independently of each other.
  - d. We may in our discretion remove or reduce your access to transfers and/or payments to third parties or non-linked accounts, including by PayID, BPAY payments and/or International Money Transfers (if applicable) and/or reduce your payment limit if:
    - i. you have requested a higher payment limit and have not made a transaction utilising any of that increased limit within the last month;
    - ii. we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other

- activity that might cause you or us to lose money;
  - iii. we provide a NetCode Token and you don't register it within 30 days;
  - iv. you are registered for NetCode SMS but fail to give us your mobile telephone number;
  - v. you tell us that you don't want to use NetCode SMS or Token; or
  - vi. we reasonably consider it is necessary to comply with, for example, our Group Anti-Bribery and Corruption Policy, any laws in Australia or overseas, or to manage any risk including any risk of fraud through scams or cyber-crime.
- e. When we take any action under clause (d), we will act fairly and reasonably towards you. Except to the extent caused by our fraud, negligence or wilful misconduct or that of our agents, we will not be responsible for any loss, cost, expense or other inconvenience you incur from any action taken under clause 9.3(d).
- f. If we reduce your payment limit, information about the new reduced limit can be accessed in NetBank and the CommBank App, and information on default payment limits is set out above.
- g. Without limiting our rights under clause (d), we may suspend NetCode if we have reason to believe that your online security is at risk, e.g. you entered the wrong NetCode more than once.

- h. Until we reactivate your NetCode, functions requiring a NetCode may be unavailable.

## 9.4 Card transaction limits and other restrictions

- a. Daily withdrawal limits apply to cash withdrawals made through ATMs, EFTPOS, overseas using Maestro/Cirrus and Visa Plus networks, Post Offices and other agencies with electronic banking terminals.
- b. You can change the daily withdrawal limit using NetBank or the CommBank App. You must be registered for NetCode SMS or NetCode token for this.
- c. Unless you have changed it, your daily withdrawal limit is:

for any Credit Card	\$800
for a Keycard or other Debit Card issued before 28 July 2008	\$800
for a Keycard issued from 28 July 2008	\$1000
for a Debit Card issued from 28 July 2008 to 8 February 2015	\$1000
for a Debit Card issued from 9 February 2015	\$2000

- d. ATM withdrawals are also subject to the note denominations available at the ATM.

**If you request a higher daily Electronic Banking withdrawal limit your liability for unauthorised transactions may increase. See clause 15.**

## **9.5 Other Limits**

- a. In addition to any other limit which may apply to Electronic Banking transactions, we may in our discretion limit the amount each user may transfer or pay from all accounts:
- using an Electronic Banking facility and in branch to all accounts and/or merchants which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange or being used to purchase cryptocurrency or digital assets to no more than AUD \$10,000 in a calendar month; and/or
  - using a particular payment product, type of transaction or dealing via an Electronic Banking facility and in branch to no more than AUD \$10,000 in a calendar month; and/or
  - using an Electronic Banking facility and in branch where it is reasonably necessary to prevent systemic or individual criminal activity, including suspected or potential fraud or scams, to no more than AUD \$10,000 in a calendar month.
- b. Merchants, BPAY Billers and other financial institutions may impose other restrictions on transactions made using Electronic Banking facilities.



## **9.6 When are transactions made using Electronic Banking facilities processed?**

- a. Transactions made using Electronic Banking facilities on most accounts are generally processed on the day they are made or scheduled<sup>1</sup> to occur (Sydney time).
- b. In some cases, for example, with payments addressed to a PayID, the transactions may be processed almost immediately.
- c. In some cases, transactions processed in the first 90 minutes on Saturday (or the first 30 minutes on any other day) (Sydney time), will be recorded as having been processed on the previous day.
- d. There will usually be a delay of one business day between the time we debit your account for an e-banking transaction and the time the recipient's account is credited. Automated Funds Transfers initiated or scheduled to occur on non-business days will be processed by us, and credited into the recipient's account on the next business day<sup>2</sup>.
- e. For security reasons, including to protect you or us from losses resulting from payments or transfers to accounts we reasonably believe may be being used for unlawful purposes or associated with cryptocurrency or digital asset exchanges, we may place a hold on funds transferred to or from your account through an Electronic Banking facility.

See 'Refusal of Service' (clause 11) below for more details. The hold may apply:

- i. for 24 hours;
  - ii. in some circumstances, where the transaction takes place after 7:30pm (Sydney/ Melbourne time), until the day after the following day; or
  - iii. for as long as we reasonably need to investigate the transaction.
1. Refer to clause 9.2 Scheduling future payments and transfers for more information.
  2. If you schedule an Automatic Funds Transfer on or around the last business day of the month, if that day falls on a non-business day or a non-existent day (for example, payment is scheduled for the 31st of each month and a particular month has only 30 days), we will process the transfer on the following business day which means the transfer might not be shown in the closing account balance for the receiving account until the next business day. This can affect whether you qualify for bonus interest otherwise payable on certain savings accounts.

## **10: Mistaken payments**

The clauses below describe the circumstances in which we will seek to recover funds from an Unintended Recipient of a mistaken payment and the circumstances in which you will be liable for losses arising from a mistaken payment.

We and the Receiving ADI are required to follow the steps set out in the ePayments Code for mistaken payments. These steps depend upon:

- how much time you take to report the mistaken payment after it was made,
- whether funds are available in the Unintended Recipient's account;

- whether we and the Receiving ADI accept that there has been a mistaken payment; and
- whether the Unintended Recipient consents to the return of funds even if the Receiving ADI is not satisfied that there has been a mistaken payment.

When you report that a mistaken payment has been made from your account, we will acknowledge your report and investigate it. We do not have to take any further action if we're not satisfied there has been a mistaken payment. If we are satisfied that the payment was a mistaken payment, we will, as soon as possible and in any event, within 5 Business Days, send the Receiving ADI a request to return the funds. The Receiving ADI is supposed to acknowledge our request and advise whether there are sufficient funds in the account of the recipient to cover the return of the payment.

- **You report within 10 Business Days of the payment**

The Receiving ADI is supposed to return the funds if it is satisfied the payment was a mistaken payment and that there are sufficient funds available in the account of the Unintended Recipient.

- **You report between 10 Business Days and 7 months**

The Receiving ADI is supposed to complete an investigation within 10 Business Days of our request. If it is satisfied a mistaken payment has

occurred, it is supposed to notify the Unintended Recipient that the funds cannot be withdrawn for 10 Business Days and that the Unintended Recipient has that time to demonstrate their entitlement to the funds, failing which the funds will be returned to us within a further 2 Business Days to credit back to your account.

- **You report more than 7 months after the payment**

If the Receiving ADI is satisfied a mistaken payment has occurred, it is supposed to seek consent of the Unintended Recipient to return the funds. With such consent, the Receiving ADI would be supposed to return the funds to us and we would credit them to your account as soon as practicable.

Where the Receiving ADI is satisfied there has been a mistaken payment but there are not sufficient funds available to repay the funds in full, the Receiving ADI is supposed to exercise discretion, based on an appropriate weighing of interests of both the sending consumer and Unintended Recipient and information reasonably available to it about the circumstances of the mistake and the Unintended Recipient, in deciding whether it should:

- a. pursue the return of funds in full as a lump sum or by instalments over time;
- b. pursue the partial return of funds; or
- c. not pursue any return of funds.

# 11: Refusal of service

## Acceptable Use Policy

You may not use Electronic Banking to engage in conduct that, in our opinion:

- is unlawful;
- interferes with any other person's access to Electronic Banking;
- is used as a vehicle for, or may cause or result in Financial Abuse;
- is offensive, defamatory, harassing or threatening to any person;
- promotes or encourages physical or mental harm of any person;
- promotes violence against any person; or
- threatens or promotes terrorism.

In the event that you fail to comply with our Acceptable Use Policy as detailed above, we may without notice and immediately or at any time:

- a. refuse to process or complete any transaction or dealing of yours; and/or
- b. suspend or discontinue your access to Electronic Banking.

We may receive a complaint or request from or on behalf of a recipient of a transaction or dealing of yours using Electronic Banking which we may investigate and consider in light of CBA's Acceptable Use Policy. You acknowledge and agree that we may respond to a complaint or a request by sharing the outcome of such investigation, including any related action taken against you.

- a. We may in our discretion suspend or terminate the provision of an Electronic Banking facility to you (for example this may include suspending your access to NetBank or the CommBank App, or holding the processing of a payment). When we do this we will act fairly and reasonably towards you.

Without limiting our liability to account to you for any funds we receive on your account, and except to the extent caused by our fraud, negligence or wilful misconduct, or that of our agents, in taking any action under this clause 11, we will not be responsible for any loss, cost, expense or other inconvenience you incur when we terminate or suspend the provision of an Electronic Banking facility or decline to process, or hold the processing of, a transaction, dealing or payment.

- b. Our rights to do this include cancelling or suspending any access or use of an Electronic Banking facility and declining or holding the processing of a transaction or dealing or particular types of transactions or dealings without prior notice. Such circumstances may include where:
  - i. you have not logged into NetBank or the CommBank App for six months (you may contact us to unlock your access at any time);
  - ii. we think your account, any card issued by us or Electronic Banking

- facility or the transaction, dealing, payment or type of transaction, dealing or payment may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
- iii. you seek to make a payment to, or purchase from, a merchant, account or type of account which we reasonably believe may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;
  - iv. you seek to make a payment to, or purchase from, a merchant, account or type of account which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange;
  - v. we consider it reasonably necessary to do so, for example, to comply with laws or Card Scheme Rules in Australia or overseas, to manage regulatory risk or if your instructions are not clear;
  - vi. the products or services being offered are illegal in Australia or elsewhere, or contain offensive material;
  - vii. the products or services being offered or the associated purchase poses a risk to the function or integrity of information systems or data;

- viii. your account or access method has been operated in a manner we reasonably consider is unsatisfactory or inconsistent with these Terms and Conditions;
- ix. you do not provide us with information we reasonably request;
- x. you do not update the security certificates as required for your product or service, or fail to maintain minimum browser, security or operating system requirements for your product or service;
- xi. we believe on reasonable grounds that you may be using or have used Electronic Banking in a manner which may cause any other person loss or harm (for example, in a way which cause Financial Abuse);
- xii. we believe on reasonable grounds that you may be (or a signatory using your account or access method may be) a person, acting for or conducting business with a person:
  - with whom we are not permitted to deal with by law or a regulatory authority;
  - in breach of laws relating to money laundering and terrorism financing;
  - or
- xiii. If you are travelling to a sanctioned jurisdiction, while you are in that jurisdiction. If we reasonably suspect you are residing in a



sanctioned jurisdiction, we may without notice close or suspend access to your account. A list of sanctioned jurisdictions may be found at [www.commbank.com.au/sanctionedcountries](http://www.commbank.com.au/sanctionedcountries)

- c. Except to the extent we act fraudulently, negligently or with wilful misconduct, in taking any such action, you must pay any losses, costs or expenses that we incur in relation to any such action, including administrative costs.

## 12: What happens if the electronic equipment or our systems do not work properly or are unavailable for use?

- a. We take all reasonable steps to ensure that our electronic equipment and systems function properly during its usual operating hours.
- b. However, failures may occur and this can affect liability for transactions made or attempted using such equipment and systems.

<b>If</b>	<b>Then</b>
our equipment or systems accept a user's instructions	We are liable to you for any loss caused by a transaction that is not completed in accordance with those instructions.

<b>If</b>	<b>Then</b>
A user is aware at the time of use that the equipment or systems are not functioning properly	Our liability to you is limited to correcting any wrong entry in your account and to refunding any charges and fees resulting from the wrong entry.

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c. You have the benefit of certain protections as a consumer under the Australian Consumer Law. Nothing in this document shall be taken to exclude liability which may not be excluded under the Australian Consumer Law.

However, unless the relevant service is of a kind ordinarily provided for personal, domestic or household use and to the extent otherwise permitted under the Australian Consumer Law, in relation to any loss you have suffered:

- i. our liability is limited to an obligation to provide the relevant service again or pay the cost of providing the relevant service again; and
- ii. we have no liability for any indirect, special or consequential loss (including loss of profits, actual or anticipated revenue).

## 13: Disputes

### 13.1 What to do if you have a complaint

- a. If you have a complaint about our services, products, facilities or any other aspect of Commonwealth Bank, we'd like to hear from you.
- b. To make a complaint, please contact us on **1800 805 605** (freecall). You can also make a complaint in the following ways:
  - i. verbally or in writing directly to your relationship manager or at any one of our Commonwealth Bank branches;
  - ii. by visiting [www.commbank.com.au/contact-us/compliments-complaints](http://www.commbank.com.au/contact-us/compliments-complaints) and completing the online complaint form; or
  - iii. by writing to us, care of:  
CBA Group Customer Relations  
Reply Paid 41, Sydney NSW 2001
- c. We strive to resolve your complaint promptly.
- d. You will be advised of the details (including the timeframes) of our internal dispute process, and an officer with the appropriate authority to resolve the dispute will investigate your complaint thoroughly.
- e. If you're not satisfied with our handling of your matter, you can refer your complaint to external dispute resolution. The Australian Financial Complaints Authority (AFCA) scheme is a free

service established to provide you with an independent mechanism to resolve specific complaints.

**The contact details for AFCA are:**

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: **1800 931 678** (free call)

Postal address:

GPO Box 3, Melbourne VIC 3001

- f. To find out more information about our Complaints process visit: [www.commbank.com.au/contact-us/compliments-complaints](http://www.commbank.com.au/contact-us/compliments-complaints)

## 13.2 BPAY

- a. If we reasonably conclude that your account has been correctly debited or credited or, in the case of an unauthorised transaction, that you are liable for the loss or part of the loss, we will:
- i. let you know in writing of the amount debited or credited; and
  - ii. give you copies of any document and/or other evidence on which we based our finding.
- b. If any BPAY payment was made as a result of a mistake by you and, after 20 business days we are unable to recover the payment from the Biller or any other person who received it, you should then pursue the matter with the biller or the person receiving the payment.

### **13.3 Disputes with other parties**

- a. Except to the extent required by any law, we are not liable if any retailer:
  - i. refuses to accept a card, PIN, password or other code;
  - ii. overcharges you; or
  - iii. supplies goods or service or supplies which are defective or which do not match the description when sold; or
  - iv. fails to supply goods or services.
- b. Any dispute a user has with a retailer, must be resolved with the retailer. In some circumstances where you have paid with a Debit Card, you may be entitled to a chargeback under the Card Scheme Rules. Refer to clause 4.5 above.
- c. You must ensure that you enter the correct amount in the electronic equipment before authorising the transaction.
- d. Unless you can provide satisfactory evidence to the contrary, you agree that:
  - i. the amount shown on a sales voucher or any other evidence created at the time of a purchase is sufficient evidence of the purchase amount;
  - ii. the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the amount of the cash withdrawal; and
  - iii. the above applies regardless of whether the voucher, receipt or other evidence is signed by you.

## **14: Safeguarding your account against unauthorised access**

### **14.1 Your obligation to protect against unauthorised access**

- a. Access methods comprise the keys to your account. You must do everything you reasonably can to protect all means of access to your account.
- b. This means making sure your cards, devices, client numbers, PINs, passwords and other codes and electronic equipment are not misused, lost or stolen or disclosed to any account access service or person.
- c. This also includes ensuring that where you have given card or account details to a merchant for future transactions, each transaction processed by that merchant requires a password which you keep secret or a biometric identifier (such as a thumb print or face scan).
- d. You are responsible taking the above safeguarding measures and may suffer loss if you fail to do so.
- e. If you use VoIP or NetBank to conduct any banking, you should also first use up-to-date anti-virus, firewall and anti-spyware software.
- f. You should also satisfy yourself as to your VoIP / internet service provider's security and data protection measures and understand whether they route communications offshore where data protection laws may not adequately protect your data.

You must report the loss, theft or misuse of a card, device, PIN, password, Client Number or electronic equipment.

<b>Scenario</b>	<b>What to do</b>	<b>What we will do</b>
Your card, device, PIN, password, Client Number or electronic equipment may have been lost or stolen.	Tell us as soon as you become aware. You may suffer loss if you don't tell us. Call our hotline numbers listed in Where to Get Help or visit any branch.	If you report the event, we will give you a number that you should keep to verify the date and time that you reported the misuse, loss or theft. We will be liable for losses incurred after you tell us.
You suspect that someone has knowledge of your or any user's PIN, password or other codes.		
There has been unauthorised access to your account.		

- g. Even if you are confident that codes are secure, you must tell us as soon as you become aware of the loss or theft of an access method or of any unauthorised access to your account(s).

- h. You must ensure that you are aware of the potential for fraud to be committed through scams and cyber-crimes including appropriate precautions to take. You can do this by reviewing our scam advice page on our website: **How to protect yourself from scams:**  
**[www.commbank.com.au/support/security/how-to-spot-hoax-scam.html](http://www.commbank.com.au/support/security/how-to-spot-hoax-scam.html)**

## **14.2 What happens if I don't report loss, theft or misuse?**

- a. If it can be shown that you unreasonably delayed telling us of the loss, theft or misuse of a card, device, PIN, password, Client Number or other codes, or electronic equipment, then you will be liable for unauthorised transactions that occur on your account.
- b. We do not hold you liable for any unauthorised transactions that could have been stopped if our customer reporting facilities weren't available at the time you tried to report the loss, theft or misuse.
- c. However, you should visit one of our open branches or call us as soon as possible.

## **14.3 Ensuring the security of your cards, devices, PINs, passwords, Client Numbers or other codes**

- a. If we reasonably believe a card, PIN, password, other code or device is being used in a way that may cause losses to you or us, we may cancel or withhold its use at any time, without notice.



- b. We may cancel a Debit Card and Keycard if it is not used for 6 months or more.
- c. Before using a Debit Card and Keycard that hasn't been used for 6 months or more, you should contact us to ensure that it is still activated.
- d. A Client Number may be permanently cancelled by us without notice to you if:
  - i. it has not been used for 12 months or more; or
  - ii. we have suspended it for security reasons (for example, because an incorrect password was entered) and you do not contact us within a reasonable time to arrange for a password change and for the Client Number to be reactivated.
- e. If we cancel a Client Number, the internet banking service to which it relates will be closed without notice to you. If following cancellation you want to continue to use the internet banking service, you can again register for the service by contacting us on **13 2221 option 4** or by visiting our website **[www.commbank.com.au/netbank](http://www.commbank.com.au/netbank)**

## 14.4 Safeguarding your cards and devices (including NetCode Tokens)

Always	Never
<ul style="list-style-type: none"><li>• Sign cards immediately upon receipt.</li><li>• Destroy cards when they reach their expiry date or when they are no longer valid.</li><li>• Return cards and devices to us upon request.</li><li>• Carry cards and devices whenever possible and regularly check they are still in your possession.</li><li>• Remember to take your card, cash and transaction record with you when a transaction is completed.</li></ul>	<ul style="list-style-type: none"><li>• Keep cards and PIN records anywhere near each other e.g. in a briefcase, bag, wallet or purse.</li><li>• Leave cards and devices in a car.</li><li>• Keep cards or other devices and PIN records in one item of furniture, even if in different compartments (e.g. different drawers of the same bedroom dresser).</li></ul>

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## 14.5 Using NetBank and NetCode shopping online

- a. If you are registered for NetBank or use the CommBank App or you hold a Commonwealth Bank credit card or Debit Card, we may also register you for NetCode security. NetCode provides an

extra layer of security where you engage in transactions that can carry a higher risk, e.g., where you make International Money Transfers or purchase from merchants overseas. NetCode assists in protecting your transactions in such circumstances.

- b. For some NetBank transactions and functions you may, in addition to entering your password, be required to correctly answer your Personalised Identification Questions.
- c. If we send you a NetCode Token, you must:
  - i. register the NetCode Token within 30 days; and
  - ii. generate and enter your current NetCode when you login to NetBank and for some internet purchases using your Commonwealth Bank credit card or Debit Card.
- d. If you are registered for NetCode SMS, then you must:
  - i. make sure your current mobile telephone number is registered with us (to check, simply log in to NetBank, go to the 'Profile' section of the 'Settings' tab and select 'My contact details'); and
  - ii. enter your current NetCode when requested in NetBank and for some internet purchases using your Commonwealth Bank credit card or Debit Card.

- e. We issue NetCode Tokens when it is not practicable to provide the NetCode SMS service. Once issued, NetCode Tokens remain our property and must be returned on request. One active NetCode Token is issued per Client Number and cannot be used in conjunction with another person's Client Number.

## 14.6 Safeguarding your PINs, passwords or other codes

<b>Always</b>	<b>Never</b>
<ul style="list-style-type: none"><li>• Memorise a PIN, password or other code*as soon as possible or disguise any PIN or password that is recorded so that others will not be able to decipher it or make a reasonable attempt to prevent unauthorised access to the PIN Record, including keeping the PIN Record in a securely locked container or password protected device or computer.</li><li>• Destroy or delete PIN, password or other code notifications as soon as possible after receiving them or if a user nominates a specific PIN, password or other code, it must not be an obvious</li></ul>	<ul style="list-style-type: none"><li>• Tell or let anyone find out a PIN, password or other code – not even family, friends or us.</li><li>• Record a PIN, password or other code (disguised or not) on a card, device, computer, mobile phone or tablet device.</li></ul>

<b>Always</b>	<b>Never</b>
<p>word or number (such as a date of birth, middle name, family member's name or driver's licence number) or one which is easily guessed.</p> <ul style="list-style-type: none"><li>• Take precautions when using e-banking e.g. be ready to make the transaction when you approach the electronic equipment and never let anyone watch you enter your PIN, password or other code. Check the location of mirrors, security cameras or any other means of observing PIN, password or other code entry and then shield it from anyone.</li></ul>	<ul style="list-style-type: none"><li>• Keep a record of a PIN, password or other code in a situation where, if a thief finds a card or code they will also find the record of the PIN or password.</li><li>• Save your Client Number, password or NetCode in your browser.</li><li>• Allow anyone else to install software giving them remote access to your device used for Electronic Banking.</li></ul>

\* Excluding NetCode

^ We will not consider that a reasonable attempt has been made to disguise a PIN, password or other code if it is recorded in reverse order; in an easily understood code, e.g. A=1, B=2; as a "phone" number where no other phone numbers are recorded or as a four digit number, prefixed by a telephone area code; as a "date" (e.g. 9/6/63) where no other dates are recorded; as a series of numbers or words with any of them marked, circled or in some way highlighted to indicate the PIN, password or other code; as an obvious word or number or one that can be found in a purse or wallet.

## **15: Liability for transactions**

### **15.1 Generally**

Generally speaking you are liable for any losses arising from the acts and omissions of all users. You will be liable for:

- a. transactions carried out by you or with your knowledge and consent;
- b. transactions carried out by any other user, unless you have told us to cancel that user's PIN, password or other code, and you have taken all reasonable steps to have the card or other device returned to us; and
- c. unauthorised transactions if you or any other user have not made a reasonable attempt to disguise or prevent unauthorised access to a PIN, password or other code or have unreasonably delayed.

## **15.2 Unauthorised transactions**

- a. An unauthorised transaction is a transaction which is carried out without your knowledge and consent.
- b. The following sections, which reflect rules in the ePayments Code, describe when you are liable for losses for unauthorised transactions. These provisions do not apply to transactions authorised by a user's signature such as certain Debit Card transactions for which a user has signed a payment authority. However, chargeback protection may be available in that situation under Card Scheme Rules – see clause 4.5.
- c. We'll accept a report of an unauthorised transaction under the ePayments Code, provided you submit the report to us within 6 years from the day that you first become aware (or should reasonably have become) aware of the unauthorised transaction.

## **15.3 When you will not be liable for loss due to unauthorised transactions**

You will not be responsible for any loss resulting from an unauthorised transaction if any of the following apply:

- a. it is clear a user did not contribute to the loss;
- b. the loss arises after you notified us that any card or other device used to access the account has been misused, lost or stolen or that the security of a PIN,

- password or other code used to access the account has been breached;
- c. the loss is due to fraud or negligent conduct by any of our employees or agents or the employees or agents of any person (including merchants) involved in the Electronic Funds Transfer network;
- d. the loss occurs because any component of an access method was forged, faulty, expired or cancelled;
- e. the loss results from a transaction which occurred prior to you or another user receiving a device or code required to access the account;
- f. the same transaction is incorrectly debited more than once to your account; or
- g. the loss results from any conduct expressly authorised by us (provided any conditions imposed have been met); or
- h. a user leaving a card in an ATM, as long as the machine incorporates reasonable safety standards that mitigate the risk of a card being left in the machine (for example, the machine captures cards not removed after a reasonable time or requires that the card be removed from the machine before proceeding with the transaction).



## 15.4 When you will be liable for loss due to unauthorised transactions

- a. Where we can prove on the balance of probability that you contributed to the loss, you will be responsible for losses resulting from unauthorised transactions in the following scenarios.

<b>Scenario</b>	<b>What you will be liable for</b>
<p>The losses occurred before you notified us that a card or other device used to access the account has been misused, lost or stolen or that the security of a PIN, password or other code used to access the account has been breached as a result of:</p> <ul style="list-style-type: none"><li>• fraud by any user;</li><li>• you or any user failing to comply with the safeguarding requirements set out above in clause 14.</li></ul>	<p>The actual losses which occur before you notify us that:</p> <ul style="list-style-type: none"><li>• the card or other device used to access the account has been misused, lost or stolen; or</li><li>• the security of the PIN, password or other code used to access the account or perform the transaction has been breached, but only if such breach was the dominant cause of the loss.</li></ul>

<b>Scenario</b>	<b>What you will be liable for</b>
<ul style="list-style-type: none"><li>• a user leaving a card in an ATM, as long as the machine incorporates reasonable safety standards that mitigate the risk of a card being left in the machine (for example, the machine captures cards that are not removed after a reasonable time or requires that the card be removed from the machine before the transaction can proceed).</li></ul>	<p>The actual losses which occur before you notify us that:</p> <ul style="list-style-type: none"><li>• the card or other device used to access the account has been misused, lost or stolen; or</li><li>• the security of the PIN, password or other code used to access the account has been breached, but only if such breach was the dominant cause of the loss.</li></ul>

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<b>Scenario</b>	<b>What you will be liable for</b>
The losses result from your unreasonable delay in notifying us after you or a user becomes aware of the misuse, loss or theft of a card or other device used to access an account or that the security of all the PINs, passwords or other codes used to access an account have been breached.	The actual losses which occur between when you become aware (or should reasonably have become aware in the case of a lost or stolen card or device) and when you notify us.

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- b. Even if losses occur in the previous scenarios you will not be liable for:
- i. that portion of any money that has been withdrawn from your account in any one day which is more than the applicable daily transaction limits;
  - ii. that portion of any money that has been withdrawn from your account in a period which is more than any other applicable periodic transaction limits;
  - iii. that portion of any money that has been withdrawn from your account which exceeds the balance of that account (including any pre-arranged credit) when the transaction occurs;
  - iv. that portion of any money that has been withdrawn from an account which we had not agreed with you

- could be accessed using the access method; and
  - v. any amount recovered under the Card Scheme Rules when you use a Debit Card or Keycard.
- c. If a PIN, password or other code was needed to perform the unauthorised transactions and none of the circumstances above apply (that is, it cannot be proven on the balance of probability whether or not you contributed to the loss), you will be liable for the lesser of:
- i. \$150;
  - ii. the balance of those account(s) (including any prearranged credit) from which funds were transferred in the unauthorised transactions and which we had agreed with you may be accessed using the access method; or
  - iii. the actual loss at the time you notify us (where relevant) that the card or other device has been misused, lost or stolen or that the security of the PIN, password or other codes has been breached (excluding that portion of any money lost on any one day that is more than the applicable daily transaction or other periodic transaction limits).

## **15.5 When we may reduce your liability**

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:

- a. whether the security and reliability of the means used by us to verify that the relevant transaction was authorised by you adequately protected you from losses in the absence of reasonable daily or other periodic transaction limits protection; and
- b. if the unauthorised transaction was a funds transfer that involved drawing on a line of credit accessible by the card, PIN, password or other code needed to perform the transaction, whether at the time of making the line of credit accessible by the card, PIN, password or other code, we have taken reasonable steps to warn you of the risk of the card, PIN, password or other code being used to make unauthorised transactions.

## **16: Conditions of use for BPAY**

BPAY (Bill Payment) lets you pay most bills over the telephone (Telephone Banking), with NetBank or with the CommBank App. To register to use BPAY you must first establish a password for Telephone Banking or register with NetBank. Please note that Youthsaver customers cannot use BPAY over the phone and NetBank Saver customers and Business Online Saver customers cannot use BPAY.

## 16.1 What to give us when you make a BPAY transaction

You will need to provide the following accurate information so that we can process a BPAY payment.

Biller code (printed on your bill near the BPAY logo)	✓
Customer reference number (printed on your bill near the BPAY logo)	✓
Details of the account from which you wish to make the payment	✓
Amount of the payment to be made	✓
Date on which the payment is to be made (only if the user is scheduling a future payment with NetBank)	✓

You must be careful to tell us the correct amount to be paid. If you tell us to make a payment and later you discover that:

- an amount was not paid in accordance with your instructions – then you should call **13 2221** and talk to a customer service officer;
- the amount you told us to pay was less than the required amount – then you can make another BPAY payment to the Biller to make up the difference;
- the amount you told us to pay was more than the required amount – then you should call **13 2221** and talk to a customer service officer. We will attempt to recover the overpayment on your behalf, however, recoveries are performed

on a best endeavours basis and if after 20 business days we are unsuccessful, you will need to ask for a refund from the payment recipient; or

- d. the account, Biller code or customer reference number was incorrect – then you should call **13 2221** and talk to a customer service officer.

## **16.2 Can I cancel a BPAY transaction?**

We cannot stop any BPAY transaction once you have entered the relevant data, and given the instruction to process the payment.

## **16.3 What happens if a Biller cannot process a BPAY payment?**

If we are advised that a BPAY payment cannot be processed by a Biller, we will credit your account with the amount of the BPAY payment.

## 16.4 What you agree to when using BPAY View

BPAY View lets you receive some bills electronically instead of by mail. You can view and then pay these bills using NetBank. When you register to receive a bill or statement electronically through BPAY View, you represent that you are entitled to receive that bill or statement from the applicable Biller.

<b>You agree to</b>	<b>That means you</b>
Receive bills and statements electronically	Agree that any electronic bill or statement you receive using BPAY View satisfies any legal obligations a Biller has to provide you with bills and statements.
Access BPAY View regularly to receive your electronic bills and statements	<ul style="list-style-type: none"><li>• Agree to check your emails and/or our NetBank web site at least weekly;</li><li>• Agree to ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available);</li><li>• Agree to tell us if you or any user is unable to access your email, our NetBank website or a link to a bill or statement for any reason;</li></ul>



<b>You agree to</b>	<b>That means you</b>
<p>Access BPAY View regularly to receive your electronic bills and statements <i>contin.</i></p>	<ul style="list-style-type: none"><li>• Agree that a bill or statement is deemed to have been received by you if a notification that you have a bill or statement is sent to your server at the email address nominated by you, whether or not you choose to access your email; or a notification that you have a bill or statement is posted on our NetBank website, whether or not you choose to access our NetBank website; and</li><li>• Agree that a bill or statement will not be deemed to have been received by you if we receive notification that: your mailbox is full; or you cannot receive an email notification; or an email notification to you is returned to us undelivered.</li></ul>

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<b>You agree to</b>	<b>That means you</b>
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Disclose personal and transactional information as needed to facilitate the BPAY View process

- Agree to disclose any personal information (e.g. your name, email address and the fact that you are our customer) that is needed to enable Billers to verify that you have registered to receive bills and statements electronically using BPAY View or have cancelled your BPAY View registration;
- Agree to disclose any of your transactional information that is needed to process your BPAY Payments and any user's use of BPAY View;
- Agree to allow data to be collected by us or your nominated Biller(s) about whether you access your emails, our NetBank website and any link to a bill or statement;
- Agree to notify us of any changes to your personal information including email address;

<b>You agree to</b>	<b>That means you</b>
Disclose personal and transactional information as needed to facilitate the BPAY View process <i>contin.</i>	• Agree to disclose any updates to your personal information to all other participants in the BPAY Scheme referred to underneath this table, as necessary.

Personal and transactional information will only be disclosed to: us; BPAY Pty Ltd; the Billers nominated by you; these Billers' financial institutions; and any agent appointed by BPAY Pty Ltd to provide the electronic systems needed to implement the BPAY Scheme (e.g. Cardlink Services Limited). We do not store the personal information you provide to register with BPAY View with a particular Biller. You can request access to your personal and transactional information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited.

### **16.5 Availability of electronic statements and bills**

- a. Except as expressly provided for in the Terms and Conditions in this section, we accept no responsibility to arrange for or ensure that any Biller with whom you register to receive bills and statements using BPAY View actually makes those bills or statements available to you.
- b. If you fail to receive bills and statements from a Biller or the bill or statement is not available to be viewed using BPAY View,

you must contact the applicable Biller to obtain a paper bill or statement.

## **16.6 Suspending or cancelling BPAY View**

If, at any time, continued use of the BPAY View service may cause loss to you or us, or if we elect not to continue with the service, we may:

- a. suspend or cancel use of BPAY View entirely or in relation to a particular Biller; and
- b. suspend or cancel your registration to use BPAY View without prior notice.

We will advise you of such suspension or cancellation via the most appropriate means, which may include by notification to your email address or by posting a notice on NetBank.

## **16.7 Using NetBank to store and delete bills and statements**

- a. Unless you delete the bills and statements delivered to you through our NetBank website, they remain accessible for a period determined by the Biller (up to 18 months). After this set period they will be deleted, whether they have been paid or not.
- b. The maximum number of bills and statements available through our NetBank website is 150. If you reach this number and a new bill or statement is delivered to you, the oldest bill (according to the time of delivery) will be deleted by us.

## **16.8 What happens if there is problem with BPAY View?**

- a. If, as a result of an act or omission by you or any user or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View, a bill or statement is:
  - i. not delivered to you on time or at all (other than because you failed to view an available bill);
  - ii. delivered to the wrong person;
  - iii. delivered with incorrect details; or
  - iv. delivered to you after you have unsuccessfully attempted to deregister from using BPAY View.
- b. You must contact the applicable Biller to advise them of the error and if applicable obtain a correct paper bill or statement as soon as you become aware of the error.
- c. You are responsible for any charges or interest which are payable to the Biller due to any late payment as a consequence of such error. Please contact the Biller directly if you have any queries in relation to bills or statements.

## **16.9 Receiving paper bills and statements instead of electronic ones**

- a. You may receive from the applicable Biller paper bills and statements instead of electronic bills and statements, although the Biller may charge a fee where you request a paper bill in addition to an electronic version.

- b. Unless we are also the applicable Biller, we accept no liability to provide you with a paper bill or statement in any of the following circumstances:
- i. if you or the Biller deregister from BPAY View;
  - ii. if we receive notification that your mailbox is full or that you cannot receive any email notification of a bill or statement;
  - iii. if our email to you is returned to us undelivered, e.g. your email address is incorrect or cannot be found;
  - iv. if we are aware that you are unable to access your email or our NetBank website or a link to a bill or statement for any reason; or
  - v. if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.
- c. However, we will take all reasonable steps to advise the applicable Biller of the circumstances, unless the Biller already knows about them.

We are not responsible for providing you with a paper bill or statement in the circumstances described above. However, we will reasonably endeavour to make such circumstances known to the Biller in the instance they are unaware of these circumstances.

## **17: PayTo payer conditions of use**

### **17.1 Creating a Payment Agreement**

- a. PayTo allows payers to establish and authorise Payment Agreements with Merchants or Payment Initiators who offer PayTo as a payment option.
- b. If you or an Authorised Signatory elect to establish a Payment Agreement with a Merchant or Payment Initiator that offers PayTo payment services, you or the Authorised Signatory will be required to provide that Merchant or Payment Initiator with personal information including BSB/Account number or PayID. You or the Authorised Signatory are responsible for ensuring the correctness of the Account number or PayID provided for the purpose of establishing a Payment Agreement and that you or the Authorised Signatory are authorised to provide such information to the Merchant or Payment Initiator. Any personal information or data provided to the Merchant or Payment Initiator will be subject to the privacy policy and terms and conditions of the relevant Merchant or Payment Initiator.
- c. Payment Agreements must be recorded in the Mandate Management Service in order for NPP Payments to be processed in accordance with them. The Merchant or Payment Initiator is responsible for creating and submitting a record of each

Payment Agreement to their financial institution or payments processor for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of the creation of any Payment Agreement established using your Account or PayID details. We will deliver a notification of the creation of the Payment Agreement to you and/or any Authorised Signatories and provide details of the Merchant or Payment Initiator named in the Payment Agreement, the payment amount and payment frequency (if these are provided) to seek your confirmation of the Payment Agreement. You or an Authorised Signatory may confirm or decline any Payment Agreement presented for approval. If confirmed, we will record the confirmation against the record of the Payment Agreement in the Mandate Management Service and the Payment Agreement will then be deemed to be effective. If you or an Authorised Signatory decline, we will note that against the record of the Payment Agreement in the Mandate Management Service.

- d. We will process payment instructions in connection with a Payment Agreement, received from the Merchant's or Payment Initiator's financial institution, only if you or an Authorised Signatory have authorised the associated Payment Agreement. Payment instructions may be submitted to us for processing



immediately after you or an Authorised Signatory have authorised the Payment Agreement so care must be taken to ensure the details of the Payment Agreement are correct before authorising them. We will not be liable to you or any other person for loss suffered as a result of processing a payment instruction submitted under a Payment Agreement that you or an Authorised Signatory have authorised.

- e. If a Payment Agreement requires authorisation within a timeframe stipulated by the Merchant or Payment Initiator, and authorisation is not provided within that timeframe, the Payment Agreement may be withdrawn by the Merchant or Payment Initiator.
- f. If you or an Authorised Signatory believe the payment amount or frequency or other detail presented is incorrect, you or the Authorised Signatory may decline the Payment Agreement and contact the Merchant or Payment Initiator and have them amend and resubmit the Payment Agreement creation request.

## **17.2 Amending a Payment Agreement**

- a. Your Payment Agreement may be amended by the Merchant or Payment Initiator from time to time, or by us on your instruction.
- b. We will send you and/or any Authorised Signatory a notice of proposed amendments to the payment terms

of the Payment Agreement requested by the Merchant or Payment Initiator for authorisation. Such amendments may include variation of the payment amount, where that is specified in the Payment Agreement as a fixed amount, or payment frequency. The Mandate Management Service will notify us of the amendment request. You or an Authorised Signatory may authorise or decline any amendment request presented for approval. If authorised, we will record the authorisation against the record of the Payment Agreement in the Mandate Management Service and the amendment will then be deemed to be effective. If declined, the amendment will not be made. A declined amendment request will not otherwise affect the Payment Agreement.

- c. Amendment requests which are not authorised or declined within 5 calendar days of being sent for authorisation, will expire. If you or an Authorised Signatory do not authorise or decline the amendment request within this period of time, the amendment request will be deemed to be declined.
- d. If you or an Authorised Signatory decline the amendment request because it does not reflect the updated terms of the agreement that you have with the Merchant or Payment Initiator, you may contact them and have them resubmit the amendment request with the

correct details. We are not authorised to vary the details in an amendment request submitted by the Merchant or Payment Initiator.

- e. Once an amendment request has been authorised by you or an Authorised Signatory, we will promptly update the Mandate Management Service with this information.
- f. Once a Payment Agreement has been established, you or an Authorised Signatory may only amend your account details. Account details may only be replaced with another eligible account you hold with us. We may decline to act on an instruction to amend your Payment Agreement if we are not reasonably satisfied that the request is legitimate. You may not request us to amend the details of the Merchant or Payment Initiator, or another party.

## **17.3 Pausing your Payment Agreement**

- a. You or an Authorised Signatory may instruct us to pause and resume your Payment Agreement in NetBank or by contacting us on **13 2221**. We will act on the instruction to pause or resume your Payment Agreement promptly by updating the record of the Payment Agreement in the Mandate Management Service. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution

or payment processor of the pause or resumption. During the period the Payment Agreement is paused, we will not process payment instructions in connection with it. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.

- b. Merchants and Payment Initiators may pause and resume their Payment Agreements. If the Merchant or Payment Initiator pauses a Payment Agreement to which you are a party, we will promptly send you and/ or any Authorised Signatory a notice of that, and of any subsequent resumption. We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a Payment Agreement by the Merchant or Payment Initiator.

## **17.4 Cancelling your Payment Agreement**

- a. You or an Authorised Signatory may instruct us to cancel a Payment Agreement on your behalf in NetBank or by contacting us on **13 2221**.
- b. We will act on the instruction promptly by updating the record of the Payment Agreement in the Mandate Management Service.

- c. The Mandate Management Service will notify the Merchant's or Payment Initiator's financial institution or payment processor of the cancellation. You will be liable for any loss that you suffer as a result of the cancellation of a Payment Agreement that is in breach of the terms of an agreement between you and the relevant Merchant or Payment Initiator.
- d. Merchants and Payment Initiators may cancel Payment Agreements. If the Merchant or Payment Initiator cancels a Payment Agreement to which you are a party, we send you and/or any Authorised Signatory a notice of that cancellation.
- e. We will not be liable to you or any other person for loss incurred as a result of cancellation of your Payment Agreement by the Merchant or Payment Initiator.

## **17.5 Migration of Direct Debit arrangements**

- a. Merchants and Payment Initiators who have existing Direct Debit arrangements with their customers, may establish Payment Agreements for these, as Migrated DDR Mandates, in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System). If you have an existing Direct Debit arrangement with a Merchant or Payment Initiator, you and/or an Authorised Signatory may be notified by them that future payments will be

processed from your account under PayTo. You are entitled to prior written notice of variation of your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit Service Agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you or an Authorised Signatory must advise the Merchant or Payment Initiator. We are not obliged to provide notice of a Migrated DDR Mandate to you or an Authorised Signatory for you to authorise or decline. We will process instructions received from a Merchant or Payment Initiator on the basis of a Migrated DDR Mandate.

- b. You or an Authorised Signatory may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator, in the manner described above.

# General

## 17.6 Your responsibilities

- a. You and/or an Authorised Signatory must carefully consider any Payment Agreement creation request, or amendment request made in respect of your Payment Agreement or Migrated DDR Mandates and promptly respond to such requests.
- b. We will not be liable for any loss that you suffer as a result of any payment processed by us in accordance with the terms of a Payment Agreement or Migrated DDR Mandate.
- c. You or an Authorised Signatory must promptly read and where applicable respond to any notice received from us regarding the pausing or cancellation of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason. We will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
- d. You are responsible for ensuring that you comply with the terms of any agreement that you have with a Merchant or Payment Initiator, including any termination notice periods.
- e. You acknowledge that you are responsible for any loss that you suffer in connection with the cancellation or pausing of a Payment Agreement or Migrated DDR

Mandate by you which is in breach of any agreement that you have with that Merchant or Payment Initiator.

- f. You are responsible for ensuring that you have sufficient funds in your account to meet the requirements of all your Payment Agreements and Migrated DDR Mandates.
- g. If you or an Authorised Signatory receive a Payment Agreement creation request or become aware of payments being processed from your account that you are not expecting, or experience any other activity that appears suspicious or erroneous, please report such activity to us promptly by calling on **13 2221**.
- h. From time to time you and/or an Authorised Signatory may receive a notice from us requiring confirmation that all of your Payment Agreements and Migrated DDR Mandates are accurate and up to date. You or an Authorised Signatory must promptly respond to any such notification. Failure to respond may result in us pausing the Payment Agreements or Migrated DDR Mandates.
- i. If you or any Authorised Signatories use the CommBank App to do your banking, we recommend allowing notifications on the devices to ensure that you and your Authorised Signatories are able to receive and respond to Payment Agreement creation requests, amendment requests and other notifications in a timely way.



- j. In using the facilities that we provide in connection with establishing and managing your Payment Agreements and Migrated DDR Mandates you and any Authorised Signatory are required to:
  - i. not engage in conduct that in our opinion fails to meet our Acceptable Use Policy;
  - ii. ensure that all data you or an Authorised Signatory provide to us or to any Merchant or Payment Initiator that subscribes to PayTo is accurate, up to date and permitted to be disclosed; and
  - iii. otherwise comply with contractual obligations including in connection with safeguarding your account against unauthorised access (e.g. protecting passwords/PINs).
- k. All intellectual property, including but not limited to the PayTo trade marks and all documentation, remains our property, or that of our licensors (Our Intellectual Property). We grant to you a revokable, royalty free, non-exclusive license (or where applicable, sub-license) to use Our Intellectual Property for the sole purpose of using PayTo in a way that is consistent with the terms of this agreement.
- l. Where an intellectual property infringement claim is made against you or an Authorised Signatory, we will have no liability to you or the Authorised Signatory to the extent that any intellectual property infringement claim is based upon:

- i. modifications to Our Intellectual Property by or on behalf of you or the Authorised Signatory in a manner that causes the infringement; or
  - ii. your or an Authorised Signatory's failure to use Our Intellectual Property in accordance with this agreement.
- m. You and any Authorised Signatory must comply with all applicable laws in connection with the use of PayTo.

## **17.7 Our responsibilities**

- a. We will accurately reflect all information provided to us in connection with a Payment Agreement or a Migrated DDR Mandate in the Mandate Management Service.
- b. In addition to any other rights we may have to refuse a service, we may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreement or Migrated DDR Mandates if we reasonably suspect misuse, fraud or security issues.
- c. If you or an Authorised Signatory become aware of a payment being made from your account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you or an Authorised Signatory, please contact us as soon as possible on **13 2221** and submit a claim. We will not be liable to you for

any payment made that was in fact authorised by the terms of your Payment Agreement or Migrated DDR Mandate.

We accept no responsibility where we make a payment authorised by the terms of your Payment Agreement or Migrated DDR Mandate or we otherwise comply with your instruction. You should ensure the Payment Agreement or Migrated DDR Mandate are accurate before providing a payment instruction and that you comply with the terms of the agreement between you and the relevant Merchant or Payment Initiator, at all times.

## 17.8 Privacy

By you or an Authorised Signatory confirming a Payment Agreement and/or permitting the creation of a Migrated DDR Mandate against your account with us, you acknowledge that you authorise us to collect, use and store your name and account details (amongst other information) and the details of your Payment Agreement/s and Migrated DDR Mandates in the Mandate Management Service, and that these details may be disclosed to the financial institution or payment processor for the Merchant or Payment Initiator, for the purposes of creating payment instructions and constructing NPP Payment messages and enabling us to make payments from your account.

## 18: Changes to these Terms and Conditions

- a. Acting reasonably, and to protect our legitimate interests, we may vary these Terms and Conditions by giving you advance notice of each variation. We may do this to ensure the Terms and Conditions are reasonable and appropriate for the electronic banking products and services we offer as they evolve over time.
- b. Our obligation to give you advance notice as specified below does not apply if changes 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 and scams, or to otherwise manage a material and immediate risk.
- c. The amount and method of notice we give for changes are as follows:

<b>Change</b>	<b>Minimum number of days' notice</b>	<b>Method of notice</b>
Introduce or increase a fee or charge relating solely to the use, or the issue, of any additional or replacement cards, PINs, passwords or other codes used to access your account.	30 days	By advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.
Increase your liability for losses relating to transactions using a card, PIN, password or other code (subject to the liability limits established in these terms and conditions).	30 days	By advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.

<b>Change</b>	<b>Minimum number of days' notice</b>	<b>Method of notice</b>
Introduce, remove or adjust the daily transaction limit or other periodical transaction limits applying to the use of your card, PIN, password, other code, an account or electronic equipment.	30 days	By advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.
Any other change.	No later than the day on which the change takes effect	By advertisement in the national or local media or in writing addressed to you* unless we cannot locate you.

\*Notices in writing may be provided electronically – see 'Sending you electronic communications' in clause 6.

## **19: Severance**

If any part of any of these Terms and Conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these Condition of Use will continue to apply as if the void or unenforceable part had never existed.

## **20: Customer information and privacy**

For information about our information collection practices, please see our Group Privacy Statement available on our website at [www.commbank.com.au](http://www.commbank.com.au) (follow the Group Privacy Statement link) or upon request from any of our branches.

Our Group Privacy Statement contains information on how we process personal data under the General Data Protection Regulation (GDPR) and your rights under the GDPR in relation to any personal data that we process in connection with providing you with Electronic Banking services which is covered under the GDPR.

Our Group Privacy Statement should be read in conjunction with the privacy disclosures we give you when you apply for a product or service.

Our Group Privacy Statement includes information about:

- the ways we may collect, use or exchange your information;
- how you may access and seek correction of the information; and
- how to make a complaint about a breach of your privacy rights, and our complaint handling procedures.

## 21: Consumer Data Right

The Consumer Data Right (CDR) was introduced by the Federal Government to provide customers with rights to access specified data that relates to them (CDR data) held by organisations (data holders). It allows customers to authorise the sharing of CDR data to organisations accredited by the ACCC under the Consumer Data Right (accredited data recipients), as well as providers collecting CDR data from, or on behalf of, an accredited data recipient.

For more information about the CDR, please see our Consumer Data Right Policy available on our website at [commbank.com.au](https://www.commbank.com.au). Our Consumer Data Right Policy describes your rights under the CDR legislation.

For joint account holders, our Consumer Data Right Policy includes information about the circumstances in which you or any of your other account holders is able to:



- share CDR data from your joint account with accredited data recipients and others under the CDR, without each other's further approval; or
- Choose another person as a data sharing delegate without each other's approval. A data sharing delegate is able to share CDR data from your joint account with accredited data recipients and others without further approval.

## 22: Fees and charges

Transactions Fees for Home Loans, Investment Home Loans, Viridian Line of Credit, Line of Credit and Mortgage Interest Saver Accounts (MISA)

<b>Name of fee and description</b>	<b>Amount of fee to account?</b>	<b>When fee is charged</b>
Recent Transaction List Fee A recent transaction list fee is charged for each recent transaction list issued by a Commonwealth Bank Automatic Teller Machine.	AUD\$0.50	

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<b>Name of fee and description</b>	<b>Amount of fee to account?</b>	<b>When fee is charged</b>
<b>Access Fee</b>	<b>AUD\$2.00</b> When you take out money at ASB Bank ATMs in New Zealand or CommBank ATMs outside of Australia.	The fee is charged to the account at the time of the withdrawal or after the purchase has cleared.
	<b>AUD\$5.00 plus 3% of transaction value</b> (From 24 May 2024, AUD\$5.00 plus 3.5% of transaction value) Any other cash withdrawal overseas	

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<b>Name of fee and description</b>	<b>Amount of fee to account?</b>	<b>When fee is charged</b>
<b>Access Fee</b> <i>contin.</i>	3% of transaction value (From 24 May 2024, 3.5% of transaction value) Purchases made overseas or in Australia (for example online), where the merchant is located overseas or the financial institution or entity processing the transaction is located overseas.	

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**Note:** We do not charge Access Fees on withdrawals or account balance enquiries on transaction and savings accounts (including MISA), home loans, investment home loans and lines of credit through non Commonwealth Bank ATMS in Australia. However, ATM owners may charge a fee, which will be disclosed at the time of the transaction. If you proceed with the transaction, the ATM owner's fee will be debited to your account (in addition to the withdrawal amount, if applicable).

### **Viridian Line of Credit/Line of Credit Loans only**

Refer to table on page 86 for other NetBank specific fees.

### **For Foreign Currency Transactions**

Visa International (Visa) converts purchases and withdrawals in foreign currencies into Australian dollar equivalents at the rates set by Visa on the day Visa processes the purchases or withdrawals. Mastercard International Incorporated (Mastercard) converts purchases and withdrawals in United States dollars into Australian dollar equivalents, and converts purchases and withdrawals in other foreign currencies into United States dollar equivalents and then into Australian dollar equivalents, at the rates set by Mastercard on the day Mastercard processes the purchases or withdrawals.

Withdrawals made at the ATMs of ASB Bank in New Zealand and Commonwealth Bank in Vietnam are converted by Commonwealth Bank into Australian dollar equivalents at a rate set by us on the day the transaction is processed.

Withdrawals made at the ATMs of the Commonwealth Bank in Indonesia are converted into Australian dollar equivalents by Commonwealth Bank in Indonesia at a rate set by them on the day the transaction is processed.

## **NetBank service fees**

Service fees may apply when you use NetBank and the CommBank App (in addition to any other fees that apply to your account). These fees are set out below (only the Trace Fee, Recovery Fee and Rejected Transaction Fee apply to our mobile phone application).

<b>Name of fee and description</b>	<b>Amount of fee</b>	<b>When fee is charged to account</b>
<b>International Money Transfers (IMT)</b>		
IMT fee (AUD to AUD)	\$30.00 each	The fee is charged when each transfer is debited and credited in AUD currency (no FX conversion) and will be debited to the account from which the transfer is made.

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*Fees and charges*

<b>Name of fee and description</b>	<b>Amount of fee</b>	<b>When fee is charged to account</b>
IMT fee (from AUD account with FX conversion or FCA)	Waived	The fee is waived when each transfer is debited from an AUD account and converted to foreign currency or when funds are debited from a Foreign Currency Account.

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<b>Name of fee and description</b>	<b>Amount of fee</b>	<b>When fee is charged to account</b>
Amendment to detail	\$25.00 <sup>5</sup> each	This fee is charged when you request amendments to the original IMT (i.e. beneficiary name, bank details or address) including when the overseas bank is unable to effect payment on the information originally provided.
IMT advice of fate (trace) fee <sup>2</sup>	\$25.00 <sup>5</sup> each	The fee is charged when each trace request is received and will be debited to the account from which the transfer was made.



*Fees and charges*

<b>Name of fee and description</b>	<b>Amount of fee</b>	<b>When fee is charged to account</b>
Cancellation and return of cover fee <sup>2,3</sup>	\$25.00 <sup>5</sup> each	The fee is charged if you request to cancel an IMT where it has already been submitted, but has not yet been transferred to the beneficiary. This fee will be debited to the account from which the transfer was made.

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<b>Name of fee and description</b>	<b>Amount of fee</b>	<b>When fee is charged to account</b>
<b>Unpaid Scheduled Payments Fee</b>		
<p>A dishonour fee applies if there are insufficient available funds to make a Scheduled Payment.</p>	<p>\$5.00 each</p>	<p>The fee is charged to the account if we are unable to debit the account after 5 attempts.<sup>4</sup> This does not include a Scheduled Payment that you arrange between your individual and/or joint CommBank accounts.</p>
<b>Trace Fee</b>		
<p>If you request confirmation that a third party payment was received at the destination account.</p>	<p>\$25.00 per transaction</p>	<p>The fee is charged when you request the Bank to initiate the trace.</p>

<b>Name of fee and description</b>	<b>Amount of fee</b>	<b>When fee is charged to account</b>
<b>Recovery Fee</b>		
If you ask us to attempt a recovery of a third party payment:	\$25.00 per transaction	The fee is charged when you ask us to attempt recovery.
<ul style="list-style-type: none"><li>• We charge this fee in addition to the Trace Fee and debit it to your account when you make a request.</li></ul>		
<ul style="list-style-type: none"><li>• We do our best to recover the payment and charge this fee even if we don't recover the payment for you.</li></ul>		

<b>Name of fee and description</b>	<b>Amount of fee</b>	<b>When fee is charged to account</b>
<b>Rejected Transaction Fee</b>		
<p>A fee is charged for each payment transaction(s) that is rejected due to invalid destination account details.</p> <p>This fee only applies to such rejected payment transactions that originate from an account governed by the CommBank Business Transaction &amp; Savings Accounts Terms and Conditions.</p>	<p>\$2.50 per transaction</p>	<p>The fee is charged when the payment is rejected and will be debited to the account from which the payment is made or a nominated account for fees and charges.</p>

## *Fees and charges*

1. Depending on the destination country and the delivery method selected (if applicable). If the funding account is a foreign currency account, the fee will be converted to the currency of the account using our applicable foreign exchange rate at the time of the transfer and debited to that account.
2. Messages sent to certain countries can require several follow-ups, which may extend the timeframe for completion of your request.
3. This is a request only and is dependent on the overseas bank obtaining the relevant debit authority to be able to return funds. If funds are returned in a foreign currency, they will be converted to the original currency of the funding account using our applicable foreign exchange rate on the day they are credited to your account.
4. NetBank will make the first attempt on the day on which your schedule is due; however further attempts will be made on subsequent business days.
5. If the funding account was a foreign currency account, the fee will be converted to the currency of the account using our applicable foreign exchange rate at the time of the request and debited to that account.

## **23: Meaning of words**

### **Account**

Any account with us in your name (whether or not it is also in the name of any other person) in relation to which you can use an Electronic Banking facility to perform a transaction or other function.

### **Access Method**

A method we make available to users in order for them to give us instructions which we will rely on and act on to debit or credit an account. An access method involves the use of components including devices, identifiers and codes or a combination of these. It does not include a method where the comparison of the appearance of a manual signature with a written specimen is the principal means of authenticating a user's authority to give the instruction.

### **Account access service**

A service for the purposes of which either or both of the following apply:

- a. 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
- b. 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 your behalf to access an account at

an account institution using that code or codes (for example, if we [acting as a service provider] provide the user with a software wallet to store codes and the wallet is used by the user or us to access an account).

### **Account holder**

The person(s) in whose name the account is held.

### **Additional cardholder**

Any other person to whom you have asked us to issue a card on your credit card account.

### **ATM Deposit Code**

A code that some business account customers may generate in NetBank or CommBiz to make cash, cheque or coin deposits into a linked account using a CommBank ATM.

### **Australian Consumer Law**

The laws titled Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) including those laws as adopted under legislation of any State and Territory of Australia and Part 2, Division 2 of the *Australian Securities and Investments Commission Act 2001* (Cth).

### **Authorised Signatory**

In relation to an account, has the same meaning as in the relevant account terms and conditions (for Business Transaction Accounts, this is the Business Transaction & Savings Accounts Terms and Conditions).

## **Biller**

An organisation which issues bills to customers, which customers can pay through the BPAY Scheme.

## **BPAY Payment**

A payment to a BPAY Biller through the BPAY Scheme.

## **BPAY Scheme or BPAY®**

The electronic payments scheme through which a user may instruct us to make payments (BPAY Payments) on your behalf to organisations (Billers) who have advised that you can make payments to them through this scheme.

## **BPAY View**

A scheme through which you can receive or access bill summaries or access bill statements electronically from participating Billers nominated by you. You may access such bill summaries through NetBank.

## **Business Day**

a day that is not:

- a Saturday or Sunday; or
- a public holiday, special holiday or bank holiday, in the place in which any relevant act is to be done or may be done.



## **Card Scheme Rules**

The rules provided by the payment card networks (for example eftpos, Mastercard® or Visa) which govern transactions processed through their network.

## **Client Number**

means the number we give you which, together with your password, allows you to access your account through the Internet Banking Service that we may offer you from time to time. Apart from you and us, no one else should know your client number.

## **Code**

Information (for example, a PIN, password, answers to your Personalised Identification Questions) which:

- is known to a user and is intended to be known only to the user, or only to the user and us;
- we require the user to keep secret; and which
- the user must provide (in any manner which we approve) to or through a device or electronic equipment in order to access an account.

## **Communication Network**

the communication network through which we make a service available to you from time to time.

## **CommBank App**

An app for compatible iOS and Android mobile phones and tablet devices that we make available to Commonwealth Bank customers registered for NetBank with NetCode SMS.

## **Contactless**

A way to pay for a purchase by tapping your card or device on a contactless supported terminal, with no need to use a PIN or signature for purchases under a certain limit.

## **Debit Card**

A card access method that enables purchases and withdrawals from a linked CommBank account issued with the branding of an International Card Scheme.

## **Device**

A physical device used with electronic equipment to access an account using Electronic Banking.

## **Direct Debit**

“Direct Debit Request” within the meaning in the BECS Procedures available at <https://www.auspaynet.com.au/resources/direct-entry>

## **Electronic Banking**

A range of banking services that utilise electronic equipment including Telephone Banking, NetBank, the CommBank App, ATMs, Debit Card, Keycards, BPAY and BPAY View, EFTPOS, Maestro/Cirrus and Visa Plus and Automated Funds Transfers (AFTs).

It also include security features, such as NetCode, which can be used with these and other services for making payments securely.

## **Financial Abuse**

Financial abuse is a form of domestic and family violence that may occur through a pattern of control, exploitation or sabotage of money and finances which may affects an individual's capacity to acquire, use and maintain economic resources and which may threatens their financial security and self-sufficiency.

## **International Card Scheme**

Visa International and Mastercard International Inc.

## **Mandate Management Service**

The central, secure database operated by NPP Australia Limited of Payment Agreements.

## **Merchant**

A merchant with which you have established, or would like to establish, a Payment Agreement.

## **Migrated DDR Mandates**

An existing Direct Debit arrangements which has been converted into a Payment Agreements, in order to process payments under those arrangements via the NPP rather than BECS (the Bulk Electronic Clearing System).

## **Mobile phone**

A mobile telephone or other compact telecommunications device you use to perform banking transactions.

## **NameCheck**

The technology we may use when you make a payment using a BSB and account number to:

- give you a view on the likelihood that the account name you enter matches the account and
- prompt you to take further steps to ensure you are paying the intended recipient.

## **NetCode**

A random number that is generated when you use a NetCode Token or NetCode.

## **NetCode SMS**

A Bank-generated NetCode we send to your mobile phone to facilitate Two Factor Authentication or Secure Internet Shopping. A NetCode may be sent via an alert or other push notification service instead of SMS if you have installed and registered the CommBank App on a compatible iOS or Android device with notifications enabled, and associated with your mobile number.

## **NetCode Token**

A device you use to generate a NetCode to facilitate Two Factor Authentication when using NetBank or your Commonwealth Bank credit card or Debit Card with merchants who take part in Mastercard SecureCode, Verified by VISA, or eftpos Secure.

## **NPP**

The New Payments Platform operated by NPP Australia Limited.

## **NPP Payments**

Electronic payments cleared and settled by participating financial institutions via the NPP.

## **Packages**

Eligible Wealth Package, Wealth Package Plus, Mortgage Advantage (MAV) and Mortgage Advantage Plus (MAV Plus) customers on accounts contained in the package agreement.

## **PayID**

An identifier you can register to receive payments, by linking your bank account to a memorable piece of information, such as your phone number, email address, ABN, ACN or Organisation ID. PayID is also the name of the service that enables direct payment through this identifier so you can send payments to a PayID without the need to remember BSB and account numbers.

## **Payment Agreement**

An agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make payments from your account.

## **Payment Initiator**

An approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your account.

## **PayTo**

The service which enables us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.

## **Personalised Identification Questions**

Pre-arranged security questions that may be asked when you wish to perform certain transactions or use certain functions in NetBank. The correct answers must be provided or the transaction cannot be made or that function used.

## **PIN**

Personal Identification Number.

## **Proscribed Person**

A person who appears to us either:

- a. to be a proscribed person or entity under any trade, economic or financial sanctions administered or enforced by Australia or any other relevant sanctions authority or country;
- b. to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- c. to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- d. act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

## **Schedule (NetBank Only)**

A request for a payment or transfer of funds for processing at a future date nominated by you.

## **Receiving ADI**

The authorised deposit-taking institution whose customer has received an internet payment.

### **Sensitive information**

- a. Information or an opinion about an individual's:
  - racial or ethnic origin
  - political opinions
  - membership of a political organisation
  - philosophical beliefs
  - Membership of a professional or trade association
  - membership of a trade union
  - sexual preferences or practices
  - Criminal record,  
that is also personal information; and
- b. health information as defined in the *Privacy Act 1988 (Cth)*.

## **Tablet device**

A personal mobile computer used to perform banking transactions.

## **Transfer**

Transfer of funds that you instruct us to make to any of your linked Commonwealth Bank accounts, your Commonwealth

Bank Traveller's Cash card, or other financial institution transaction accounts (excluding Home Loans, Personal Loans and credit cards).

### **Two Factor Authentication**

When you use your NetCode with your existing NetBank Client Number and password to authenticate you as a user.

### **Unauthorised Transaction**

A transaction which is carried out without your knowledge and consent.

### **Unintended Recipient**

The recipient of funds as a result of a mistaken payment.

### **User**

Includes you and any person authorised by you to perform transactions on your account using an Electronic Banking facility.

### **VoIP (Voice Over Internet Protocol)**

Involves the transmission of telephone calls via the Internet. Please refer to page 42 for more information.

### **We and us**

Commonwealth Bank of Australia  
ABN 48 123 123 124.

### **You and your**

The account holder. In the case of customers under the age of 18 years of age, this includes parent/legal guardian.



## 24: Where to get help

### Visit our website

[www.commbank.com.au](http://www.commbank.com.au)

### Call us – within Australia

13 2221 – 8am to 8pm, 7 days a week

### Call us – from overseas

+61 13 2221

### For all general queries, including to:

- Activate Debit Card or Keycard
- Request a higher daily electronic banking withdrawal limit
- Establish a password for telephone banking
- Request more frequent statements
- Advise of a change in personal details
- Obtain details of our current fees, current interest rates and special rate offers
- Register to use NetBank or get help with using NetBank

### For specific queries

### Who to contact

- Report a lost or stolen card/device or breach of PIN/passcode security
  - Report an unauthorised transaction or a mistaken payment
- Call **13 2221** (24 hours a day, 7 days a week), or if calling from overseas **+61 13 2221** or **+61 2 9999 3283\*** (Available 24 hours a day, 7 days a week).

## Call us – within Australia

*contin.*

## Call us – from overseas

\*Reverse charges are accepted if you call about a mistaken payment, unauthorised transaction, breach of password or loss, theft or misuse of a card or token. (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to **+61 9999 3283**. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator.

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Telephone Banking for hearing or speech impaired customers

Contact us via the National Relay Service (NRS):

- TTY (Speak and Read, Type and Read, Type and Listen) users phone **133 677** or **1800 555 677** then ask for **13 2221**.
  - Voice Relay (Speech to Speech relay) users phone **1300 555 727** then ask for **13 2221**.
-

**Call us – within  
Australia**

Telephone Banking for hearing or speech impaired customers *contin.*

**Call us – from  
overseas**

- SMS Relay users send an SMS to **0423 677 767** with **13 2221** in the SMS (Text).
- Internet users connect to the NRS via the Australian Government Access Hub ([www.accesshub.gov.au](http://www.accesshub.gov.au)), select the right service (NRS Captions Call, NRS Chat Call, Auslan Video Relay) and then ask for **13 2221**.

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Get help with EFTPOS terminals

The EFTPOS Helpdesk on Freecall1 (**1800 022 966** is available 24 hours a day, 7 days a week).

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**Call us – within  
Australia**

Get help moving to  
Australia

**Call us – from  
overseas**

Contact Migrant  
Financial Services  
by visiting our  
website [www.commbank.com.au/  
movingtoaustralia](http://www.commbank.com.au/movingtoaustralia) or  
if in Australia  
call Freecall  
**1800 188 888**  
(24 hours a day,  
7 days a week), or  
if overseas call  
**+61 2 9762 0920**  
(24 hours a day,  
7 days a week).

**Visit one of our branches**

For details, visit our website  
[www.commbank.com.au/find-us](http://www.commbank.com.au/find-us).

Refer to section 13 of these Terms and  
Conditions for more information on who to  
contact in the event of a complaint.



