### financial services guide

A GUIDE TO
OUR FINANCIAL SERVICES
DATED 14TH OCTOBER 2013

### product disclosure statement

COVERING SAVINGS ACCOUNTS, TERM DEPOSITS AND TRANSACTION PRODUCTS

This PDS constitutes the conditions of use of the listed products and facilities, including EFT conditions of use.

Dnister Ukrainian Credit Co-operative Limited AFSL | Australian Credit Licence 240673 ABN 59 087 651 394





### financial services guide

A GUIDE TO
OUR FINANCIAL SERVICES
DATED 14TH OCTOBER 2013



#### overview

This Financial Services Guide is designed to assist you to decide whether to use any of the services offered by Dnister Ukrainian Credit Co-operative Limited ("DNISTER"). It provides an understanding of what to expect from your relationship with DNISTER.

This guide contains information about:

- Services & products provided by DNISTER It
   outlines the kinds of services and products DNISTER
   is authorised to provide under its Australian
   Financial Services Licence as well as other services
   and products DNISTER offers;
- Remuneration received by DNISTER It outlines the remuneration DNISTER and its staff receive in connection with the financial services DNISTER provides;
- DNISTER's Complaints Process This describes how DNISTER deals with any complaints you may have about its services or products as well as providing key contact details to communicate a complaint.

You will typically receive an FSG when DNISTER provides you with financial product advice or sells you a financial product.

### privacy

Dnister is committed to compliance with the National Privacy Principles.

Dnister collects personal information when a person applies for membership, opens an account or establishes a product or service;

The failure to provide personal information may mean that we are unable to process the application or provide the required product or service;

Dnister may use the information it obtains to keep members informed about its products and services;

We will not disclose the personal information we obtain except for a purpose that the member reasonably expects, a purpose required or authorised by law or a purpose disclosed to or authorised by the member.

#### contact details

#### **Head Office**

912 Mt Alexander Road (PO Box 279) Essendon Vic 3040

**Phone** (03) 9375 1222 **Fax** (03) 9370 5361

Phone 1300 363 041
Freecall 1800 353 041
Email info@dnister.com.au
Website www.dnister.com.au

#### **Adelaide Branch**

62 Orsmond Street Hindmarsh SA 5007 Ph (08) 8346 6174 Fax (08) 8346 2262.

#### Geelong Branch

3/29-35 Milton Street Bell Park, Vic 3215 Ph (03) 5278 5950 Fax (03) 5277 9108

#### **Perth Branch**

20 Ferguson Street Maylands WA 6051 Ph/Fax (08) 9271 4984

### becoming a member

To open an account with Dnister you must first become a shareholding member. You do this by completing a Membership Application form and purchasing 1 \$10.00 share in the Cooperative. Junior members (under 18 years of age) are only initially required to pay a 20% share subscription (\$2.00) with the remainder payable when they turn 18 years old. Junior members will become full members when they pay the balance of the share cost upon attaining 18 years of age. When paid, full membership benefits will apply.

The Directors reserve the right to decline a membership application if deemed to be appropriate.

#### member benefits

You become a shareholder or "part owner" of Dnister
We listen to what our members say
We provide a personalised service
Our product range meets our members needs
Our members are valued as a member not a number
We have a strong commitment and alliance to the community

## financial services we provide

DNISTER holds an Australian Financial Services Licence (AFSL). Under this licence, DNISTER is authorised to provide advice and deal in relation to the following products:

#### Banking

- Deposit Products;
- Electronic Banking facilities such as Automated Teller Machines (ATMs), Direct Debits & Credits, Electronic Funds Transfer at Point of Sale (EFTPOS), Phone and Internet Banking, giroPOST;
- $\bullet$  Non-cash payment facilities such as Direct Debits, BPAY  $\circledR$  and cheque facilities.

#### **Insurance**

Loan Protection, Travel and General Insurance products.

#### International

- Traveller's cheques;
- · Foreign Cash;
- International Drafts;
- International Transfers;
- Cash Passports (prepaid card)

In addition to the products and services provided under this licence, "DNISTER also provides the following range of loan products:

- Home Loans;
- Residential Investment Loans;
- Personal Loans;
- · Personal Overdrafts;
- Business Loans;
- Business Overdrafts;
- Bridging Finance;
- Equity Access.

# savings, investment & lending interest rates

Refer to Dnister's latest savings, investment & loan interest rates schedules or visit our website www.dnister.com.au for our current interest rates on offer.

### our relationship between other parties

DNISTER acts on behalf of other product issuers as an intermediary when it sells the following products:

- Loan Protection, Travel and General Insurance
- International products and services

Other than the above, Dnister has no relationships with third parties which may influence the circumstances in which a financial service or product is issued or provided.

When we provide advice about our authorised financial products or issue our own financial products, deposit accounts and non-cash payment facilities we do so on our own behalf. When we arrange to issue a third party's financial products we do so on behalf of the third party product issuer.

### other documents you may receive

You may also receive other documents when DNISTER provides services or products to you.

Product Disclosure Statement (PDS) contains general information about the product including:

- The terms and conditions for the product;
- Any significant risks associated with holding the product;
- Information about the cost of the product; and
- Details of fees and charges DNISTER receives for issuing the product.
- CueCard Conditions of Use

The Product Disclosure Statement (PDS) discloses key information we are authorised to provide to you under our Australian Financial Services Licence whenever we recommend, offer or issue you with a financial product.

## benefits we may receive

#### **Fees and Charges**

We may charge fees for products & services we provide to you.

Refer to our latest fees and charges schedules for details. The schedules are available at any of our branches or can be downloaded from our website www.dnister.com.au.

#### Other Benefits

DNISTER may receive benefits related to the following:

- Insurance policies or referrals.
- Loan brokerage

DNISTER may receive commissions or other benefits for selling insurance policies on behalf of third party insurance providers or successfully referring a customer to an insurance provider. These payments generally take the form of commissions based on the initial and/or subsequent years' premium payments (excluding stamp duty, GST and any other Government charge). The rate of commission can vary between 5% and up to 49.5% (depending on the type of insurance policy written). The commission payments are received electronically each month.

Traveller's Cheques, Foreign Cash, International Drafts & Transfers and Cash Passports

DNISTER may receive a commission payment of up to 10% from the product issuer based on the amount of the transaction. The commission is collected at the time of purchasing the service.

#### Remuneration or Other Benefits received by Dnister Staff

DNISTER staff are salaried employees. They do not receive any commissions or benefits for dealing with or selling DNISTER's products or services or those of third party product providers.

## complaints & dispute resolution procedures

Dnister has established complaints and dispute resolution procedures that aim to deal with and resolve your complaint. Complaints relating to the operation of third party products may have to be referred to the supplier of that product or service. For the fastest possible resolution to your complaint:

- Call us on 1300 363 041 or;
- Talk to our staff at one of our branches or;
- Send a letter to the Member Services Supervisor via:

Mail P.O. Box 279,

Essendon, Vic 3040

Email admin@dnister.com.au

Fax (03) 9370 5361

For more information about our complaints and dispute resolution procedures, ask for the brochure titled "Complaints and Dispute Resolution Guide" at any branch, refer to your Product Disclosure Statement or go to our website www.dnister.com.au

#### External dispute resolution scheme

If you are not satisfied with the steps taken by us to resolve the complaint or dispute, or with the results of our investigation you may wish to resolve the issue by contacting the Credit Ombudsman Service Limited (COSL) on 1800 138

### product disclosure statement

COVERING SAVINGS ACCOUNTS, TERM DEPOSITS AND TRANSACTION PRODUCTS

This PDS constitutes the conditions of use of the listed products and facilities, including EFT conditions of use.

### This Product Disclosure Statement should be read in conjunction with :

- Savings, Investment and Lending Interest Rates Schedule
- Fees & Charges Schedule
- Member Loyalty Fee Rebate Schedule



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INFORMATION

#### introduction

#### References to Dnister

In this Product Disclosure Statement (PDS), "Dnister" means Dnister Ukrainian Credit Co-operative Limited ABN 59 087 651 394. Any reference to "you" in the PDS is to the member or prospective member of Dnister.

This PDS contains important information about Dnister savings accounts, fixed term investments and transaction products. It has been prepared to assist you to understand the nature and benefits of our product range we offer to our members so you are able to make an informed decision whether to use any product covered by this PDS.

You should carefully read all relevant product disclosure material that is provided to you and ask us about any issue that concerns you.

If you have any questions or require further information about any Dnister account, simply ask at one of our branches or telephone 1300 363 041, 9:00 am to 5:00 pm Monday to Friday and 9:00 am to 12:00 am Saturdays (excluding public and Ukrainian National holidays).

#### **Application of this PDS**

This PDS will apply immediately to any person who acquires one of the Products referred to in it after issuing the PDS and for persons who have already one of these Products, 30 days after notification of it is given.

In addition to this PDS, other terms and conditions, including those implied by law, apply. To the extent permitted by law, this PDS shall prevail in the event of any inconsistency. If the law implies terms and conditions which cannot be excluded, Dnister's liability under those implied terms and conditions would be limited to the maximum extent permitted by law.

#### **Mutual Banking Code of Practice**

The relevant provisions of the Mutual Banking Code of Practice apply to the extent that they are not inconsistent with the Corporations Act to the Products referred to in this PDS if the account holder(s) are individuals and the accounts are used for private and domestic purposes.

#### **SECTION 1**

#### **ACCOUNT OPENING**

#### **Account Opening Procedures**

Under the AML/CTF Act 2006 Dnister must identify any person opening a new account.

The identification requirements can be satisfied by providing a combination of the following documents when opening your account;

- Drivers licence
- Credit card
- Medicare card
- Electricity, gas or telephone bill
- Current rates notice
- Birth certificate, or
- · Passport, or
- Citizenship certificate.

Some other documents that establish your identity and name will also be accepted. Ask Dnister staff to help you with this requirement.

#### **Taxation Implications**

#### **Income Tax**

Under the Income tax Assessment Act 1997, tax may be payable on any interest earned on monies deposited to your account.

#### Tax File Number

Commonwealth law provides that all accounts earning credit interest in a tax year may be subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN. However, if you choose not to do so, Dnister is required to deduct withholding tax from any interest earned unless you are in an exempt category. Withholding tax is calculated at the highest marginal tax rate plus Medicare Levy.

Dnister will preserve the confidentially of your TFN, which can be recorded for all your accounts, in accordance with the Privacy Act.

#### **Joint Accounts**

Accounts may be conducted jointly with another person or persons subject to the following conditions:

- Unless specific arrangements are made, anyone of the parties to the account may conduct transactions independently of the other;
- Deposits may be accepted which are payable to one or both of the account holders;
- The liability for debts or overdrawn amounts is both joint and individual;
- If one of the parties should die then any remaining balance shall be paid to the survivor in accordance with applicable laws and our policies;

- You can specify who can operate the account and how many signatures are required with any change to be in writing;
- If Dnister is notified of a dispute between joint account holders, we may require all joint account holders to sign an authority to operate the account.
- Dnister can send statements of account, changes to the PDS and other notices by mailing them to the first named account holder at the address recorded by Dnister for the service of notices.

#### Trust Accounts

Trust accounts can be opened on request:

- Where one or more persons open an account in which they are named as trustee for another person(s). For example a trustee account held by parents for children
- By trustees under a will; or
- By trustees for clubs and other organisations.

In addition to identification documents referred to previously we may require you to present an original Trust Deed, Will or other instrument confirming the basis for operation of the account.

#### Disruption of service

You should be aware that occasionally a banking service may be disrupted. A "disruption" is where a service is temporarily unavailable or where a system or equipment fails to function in a normal satisfactory manner. Dnister will correct any incorrect entry made to your account as a result of a disruption and will adjust any fees or charges applied as a result of that incorrect entry.

To the maximum extent permitted by law, Dnister will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption. This disclaimer of liability does not apply to electronic banking transactions (refer to Section 5 of the specific terms and conditions for electronic banking).

#### **SECTION 2**

#### **ACCOUNT OPERATION**

#### Authority for account operation

When you open an account with us you nominate the persons who are authorised to operate the account.

Except where expressly provided, Dnister can act at all times on the basis that the authorised operator or operators can act fully and effectively in all dealings, matters and transactions in respect of the account.

You are responsible to Dnister for all liability that is incurred as a result of operations on the account. If you wish to alter the account authorisation instructions then you must notify Dnister in writing.

#### **Deposits**

Deposits may be made to accounts:

- In person at one of our branches;
- In person at a Westpac Bank branch or Bank of Melbourne (a fee may be charged);
- In person at giroPOST outlets (CUECARD);
- By direct credit or Internal Transfer;
- Bv inward electronic transfer;
- By mail (excluding cash);
- By transfer using Internet banking;
- By transfer using Telephone banking;
- By transfer using email or fax
- By transfer from an overseas point using the Commonwealth Bank of Australia;
- Other Financial Institution. (Fee may apply)

#### Cheques

#### How long does it take to clear a cheque?

Usually five to seven working days, however you will generally be able to draw on the funds after three working days. When you pay a cheque into a Dnister account, Dnister may allow you to draw on the cheque before it has cleared but you will be liable for the amount of the cheque if it is subsequently dishonoured.

### What if the cheque is dishonoured after I have drawn on the funds?

Dnister will debit your account by the amount of the cheque and may also charge you a dishonour fee.

#### 'Crossed' cheques

A cheque with two parallel lines across it is a crossed cheque. When you cross a cheque, you are telling the credit co-operative that the cheque must be paid into an account with a financial institution and not cashed.

#### 'Not negotiable' cheques

The words "Not Negotiable" between two parallel lines protect the true owner of a lost or stolen cheque. They ensure that the recipient of a cheque obtains no better rights to the cheque than the person who passed the cheque.

For example, if your cheque has been stolen and passed by the thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) this is because the thief had no right to the cheque and therefore passed no rights to the innocent person.

#### 'Account payee only'

If you write these words on a cheque, you are directing the bank collecting the cheque to only pay the cheque into the account of the person named on the cheque.

#### 'Or bearer' and 'or order'

These words mean that a financial institution may pay the cheque to whoever is in possession of the cheque, not only the person named on the cheque. If you delete these words, the cheque becomes an 'or order' cheque. A cheque payable 'to order' means that if the payee wants to transfer the cheque to another person, they must first sign the back of the cheque. You must delete the words 'or bearer' and replace them with 'or order' to make the cheque an 'or order' cheque.

#### **Third Party Cheques**

If you present a cheque which is payable to someone else or it appears to belong to someone else (third party cheque), Dnister may, at its discretion, refuse to accept that cheque for deposit or refuse to cash it or may require you to comply with some conditions before it will accept that cheque for deposit or cash it.

#### Stopping a cheque

You may stop a cheque that you have written by telling Dnister the following:

- amount of the cheque;
- number and date of cheque;
- name of payee.

A stop payment fee may apply. If you have lost a cheque you received from someone else, notify that person so they may stop the cheque. All requests to stop a cheque must be confirmed in writing.

#### Tips for cheque security

- don't leave gaps between words.
- begin the amount in words as close as possible to the left hand side and add 'only' to the end of the amount.
- begin the amount in figures as close as possible to the dollar sign and put a line after the last figure.
- never use pencil or erasable ink.
- only sign a cheque when it is filled out.
- always write the amount in words & figures.
- check your bank statements regularly to reconcile cheques drawn on your account.
- make sure you have correctly dated the cheque.

#### When may a cheque be dishonoured?

At Dnister's discretion, a cheque may be dishonoured where:

- there are insufficient funds in the account of the drawer;
- the cheque is more than 15 months old;
- the cheque is unsigned;
- the cheque is future dated;
- the cheque has been materially altered and the alteration has not been signed;
- there is a legal impediment to payment;
- the cheque has been stopped; or
- the paying bank has been notified of the mental incapacity, bankruptcy or death of the drawer.

Dnister may charge a dishonour fee.

#### Lost or stolen cheques

Keep your cheques safe at all times. If they are lost or stolen, you must take the following action:

- cheque payable to you-tell the person who wrote the cheque:
- cheque written by you-request Dnister to stop the cheque and tell the person to whom the cheque is payable (your verbal request to stop a cheque must be confirmed in writing):
- Dnister cheque book-tell Dnister to put a stop payment on the serial numbers. If you subsequently find the cheques, Dnister will require written authorisation from you before the cheques can be paid.

If you don't inform Dnister that your cheque book has been lost or stolen as soon as possible, you may be liable for transactions incurred by you before you notify Dnister, even if they are made without your authority.

#### Corporate Cheques

Corporate cheques are Dnister cheques issued at the request of members who do not conduct a cheque account facility. They are used to meet day to day expenses the member may have. A fee may apply depending on the number of cheques issued on behalf of a member each month. Refer to our Savings, Investment and Lending Interest Rate Schedule for details.

#### **Bank Cheques**

Bank cheques are cheques instructing payment from the issuing bank rather than from a member's account. They are designed to provide an alternative to carrying large amounts of cash when a personal cheque is not acceptable. Bank cheques are usually requested because of the higher likelihood that they will be paid. However, bank cheques should not be regarded as equivalent to cash. Dnister does not provide bank cheques in its own right. Dnister can obtain bank cheques on behalf of members from Westpac Banking Corporation or one of its subsidiaries. A fee is charged for this service. A bank cheque may be dishonoured if:

- The bank cheque is forged or counterfeit;
- The bank cheque has been fraudulently and materially altered;

- A fraud or other crime has been committed;
- The bank cheque has been lost or stolen;
- There is a court order restraining the issuing party from paying a bank cheque;
- The issuing bank has not received payment or value for the issue of the bank cheque, or
- The bank cheque is presented by a person who is not entitled to the proceeds.

If a bank cheque is lost or stolen, a replacement cheque can be issued in certain circumstances for a fee.

#### Withdrawing or transferring money

Withdrawals from accounts may be made:

- In person at one of our branches;
- In person at giroPOST outlets (CUECARD required);
- By personal cheques (if member chequing is available on your account refer to Part 4, Section 2);
- By Automatic Teller Machines (ATMs) and Electronic Funds Transfer at Point of Sale (EFTPOS) terminals (CUECARD required);
- By authorised direct debits (refer:Part 4, Section 2);
- By authorised periodical payments (refer: Part 4, Section 2);
- By Internet or Phone Banking (refer: Part 4, Section 1);
- By authorising a third party in writing to have access to your funds.
- By email, mail or fax authority

#### **Account Combination**

If you have more than one account (including a loan account) with Dnister we may set off the credit balance of any of your deposit accounts against any debt owing by you to Dnister from time to time. This means that we can transfer money from one account to another if one of those deposit accounts is overdrawn without prior authorisation or a loan repayment has not been made.

#### Overdrawn Accounts

You cannot overdraw your account without our prior agreement. Any amount overdrawn without our prior agreement is repayable immediately. We may, at our discretion allow the overdrawing of an account and impose a fee each time we permit an account to be overdrawn.

#### Change of Account Details

Members should notify Dnister promptly of any changes to their account details, including authorised signatories, name and/or address, email address, change of telephone numbers or facsimile number. Dnister will not be responsible for any errors or losses associated with changes to a members account details where Dnister has not received prior written notice.

#### Closing Accounts

Members are to provide Dnister with written instructions signed by the authorised signatories to close an account. All unused cheques and CUECARDs must be surrendered prior to closure. All direct debit and direct credit authorities attached to the account shall be cancelled or alternative arrangements made.

#### **Dormant Accounts**

Act 1959 (Commonwealth) if you have not operated your account for a period of more than 12 months, the account will be classified as dormant and an annual maintenance fee may be charged. No interest is paid on dormant accounts after 36 months. An account classified as dormant may result in your membership being terminated. However, you can apply to have your membership reinstated.

In accordance with the Unclaimed Monies section of the Banking

#### **Provision of credit**

Dnister does not agree to provide any credit in respect of your account without prior written agreement, which (depending on your account type) can be through an Overdraft Facility.

It is a condition of all Dnister accounts that you must not overdraw your account without prior arrangements being made and agreed with Dnister.

Please contact us if you wish to apply for an Overdraft Facility and we will provide you with an application form.

If you request a withdrawal or payment from your account which would overdraw your account, Dnister may, at its discretion allow the withdrawal or payment to be made on the following terms:

- Interest will be charged on the overdrawn amount at the Unauthorised Overdrawn Accounts variable lending rate.(refer to our latest loan interest rates schedule)
- An Excess Fee may be charged for Dnister agreeing to honour the transaction which resulted in the overdrawn amount. Refer to our latest fees and charges schedules for details;
- The overdrawn amount, any interest on that amount and the Excess Fee will be debited to your account; and
- You must repay the overdrawn amount and pay any accrued interest on that amount and the Excess Fee within seven days of the overdrawn amount being debited to your account.

You should inform Dnister as soon as possible if you are in financial difficulty.

#### **Account Statements**

Dnister will issue statements for your account (except Dnister Term Deposits) at least once every six months and more often if either you or Dnister require. The statement may be either posted to you or if elected issued as an eStatement, accessable via www.dnister.com.au. A fee will apply if you require multiple statements, historical or duplicate copies of statements.

You must carefully review your statements so you are aware of the status of your account. If you believe there are errors or unauthorised transactions you must contact Dnister as soon as possible. Confirmation of all transactions made on your account shall be contained in the periodic statements. You may also obtain up to date transaction details by using Phone or Internet Banking provided you have arranged prior access to these facilities.

#### SECTION 3

#### CHANGES TO FEES & CHARGES, INTEREST RATES & THIS PDS

Interest rates and Fees and Charges may change from time to time. The table below sets out how and when Dnister will notify you of changes to your account. We are not obliged to notify you in advance of a variation to an interest rate, fee or charge which results in a decrease in your obligations.

Variation	Period of notice	Variation Method of notice
Introduce a new fee or increase an existing fee or charge, other than a Government charge	20 days	In writing to you
Introduce a Government charge (unless the Government or a Government agency or representative body publicises the charge)	As required by applicable law	Advertised in national or local press; or In writing to you; or In a newsletter or account statement sent to you
Change the way interest is calculated or the frequency it is debited or credited	20 days	In writing to you
Interest rate change	No later than the day of change	Advertised in national or local press; or In writing to you; or In a newsletter or account statement sent to you
Increase your liability for losses	30 days	In writing to you
Imposition, removal or adjustment of a daily or periodic transaction limit	30 days	In writing to you
Any other changes to these General Terms and Conditions, or to a Schedule to these PDS	No later than the day of the change, or such longer period as may be required by law	Advertised in national or local press; or In writing to you; or In a newsletter or account statement sent to you

#### **SECTION 4**

#### **COMPLAINTS & DISPUTES**

Members with a grievance should contact our Member Services Officers on (03) 9375 1222 and seek to have the issue resolved to their satisfaction.

You can raise your complaint with our staff personally over the counter or by telephone or in writing by letter, facsimilie, memo or e-mail. If a staff member is unable, by reason of authority or experience to handle the matter it will be referred to a more senior or experienced person. A staff member, when required, will assist you with registering your complaint/dispute including assisting you to complete a Complaint Form.

Within 21 days of receipt from you of the details of your complaint, we will do any of the following:

- Advise you in writing of the results of our investigation; or
- Advise you in writing that we require further time to complete our investigation

If we are unable to resolve your complaint within 45 days we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except when we are waiting on a response from you and you have been advised that we require such a response.

When we advise you of the outcome of the investigation we will notify you in writing of the reasons for the decision by reference to these terms and conditions and (where appropriate) the Electronic Funds Transfer Code of Conduct and advise you of any adjustments we have made to your account. If you are not satisfied with the decision, a written complaint should be forwarded to the CEO requesting the decision be reviewed with any relevant information supporting your case.

If however, in spite of our best efforts you are not satisfied, you have access (free of charge) to the external dispute resolution process.

To pursue a complaint externally, you should contact the Credit Ombudsman Service Limited (COSL) on 1800 138 422.

If your dispute involves privacy issues and has not been resolved to your satisfaction you will be referred to the Federal Privacy Commissioner.

Refer to our 'Complaints and Dispute Resolution Guide' for details.

#### **SECTION 5**

#### PRIVACY AND CONFIDENTIALITY

Dnister is likely to collect and use some of your personal information in its day to day dealings with you. Set out below are the circumstances when and how Dnister may collect and use your personal information.

To assist in providing information about a product or service;

- To consider your request for a product or service;
- To enable Dnister to provide a product or service;
- To tell you about other products or services that may be of interest to you;
- To assist in arrangements with other organisations (such as insurance partners) in relation to the promotion and provision of a product or service;
- To perform other administrative and operational tasks (including risk management, systems development and testing, staff training, and market or customer satisfaction research);
- To prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- As required by relevant laws, regulations, Codes and external payment systems.

If you do not provide some or all of the information requested, Dnister may not be able to provide you with a product or service.

#### Who do we disclose personal information to.

Subject to our general duty of confidentially to our members, Dnister may need to disclose your personal information to:

- Your referee(s);
- Credit reporting or debt collection agencies;
- An organisation that has an arrangement or alliance with Dnister for the purpose of promoting or using their products or services;
- Any service provider Dnister engages to carry out or assist its activities and functions;
- Regulatory bodies, government agencies, law enforcement bodies and courts;
- Other parties Dnister is authorised or required by law to disclose information to;
- Other financial institutions (such as banks);
- Any person who introduces you to Dnister;
- Your authorised agent or executor, administrator or legal representative.

#### Accessing personal information held by Dnister.

Subject to the provisions of the Privacy Act, you may access your personal information at any time by asking to do so at one of our branches. A reasonable fee may be charged for access to the information. If the personal information held about you is not accurate, complete and up to date, Dnister must take reasonable steps to ensure it is accurate, complete and up to date.

#### $\ \, \textbf{Collecting sensitive information.} \\$

Dnister will not collect sensitive information about you, such as health information, without your consent.

### Where you supply Dnister with personal information about someone else.

If you provide Dnister with personal information about someone else, please show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by Dnister in connection with your dealings with Dnister.

Our Privacy Policy is also accessible on our website at www.dnister.com.au or upon request at out branches.

### savings products specific information

#### PRODUCT DESCRIPTIONS

#### **Everyday Access**

Easy, convenient and fast access to your funds 24 hours 7 days a week in Australia and overseas plus a personal cheque book if required.

#### **Community Access**

 $\label{thm:count} \mbox{Everyday transaction account for not for profit organisations.}$ 

#### **Bonus Saver**

Offers standard and bonus interest.

#### iSaver

A Cash Management internet and phone banking only account.

#### **Community Saver**

An internet account, with a facility to support your community group of choice.

#### **Pensioner Saving**

A simple at call savings account but with higher interest rates applying.  $% \label{eq:control}$ 

#### Offset

An at call account with the credit balance used to offset the interest charged on your loan account.

#### **Principal Features of Savings Products**

This chart illustrates the important features for each savings account product:

	Everyday Access	Community Access	Bonus Saver	iSaver	Community Saver	Pensioner Saver	Offset
Corporate Cheque	<b>√</b>	<b>✓</b>	$\checkmark$	×	×	$\checkmark$	<b>✓</b>
Direct entry	<b>√</b>	<b>√</b>	$\checkmark$	<b>✓</b>	<b>√</b>	<b>√</b>	<b>√</b>
Over the Counter transactions	<b>✓</b>	<b>√</b>	$\checkmark$	×	×	<b>√</b>	<b>√</b>
Bank@Post	<b>✓</b>	<b>√</b>	×	×	×	$\checkmark$	×
ВРау	<b>√</b>	✓	<b>√</b>	<b>√</b>	<b>✓</b>	✓	<b>√</b>
Cheque Book	<b>√</b>	<b>√</b>	×	×	×	×	×
Overdraft facility	<b>√</b>	✓	×	×	×	×	×
Cuecard ATM/ EFTPOS	<b>√</b>	<b>√</b>	×	×	×	$\checkmark$	×
Internet Banking	<b>√</b>	✓	<b>√</b>	<b>√</b>	<b>√</b>	$\checkmark$	<b>√</b>
Phone Banking	<b>√</b>	×	$\checkmark$	<b>√</b>	×	$\checkmark$	<b>√</b>

### savings products specific information

#### **Major Benefits**

- Funds are available at call;
- Variable interest rates to reflect the market;
- A variety of accounts to suit your needs;

#### Interest

Details of current interest rates applicable to your account are available:

- At any of our branches;
- By telephoning 1300 363 041;
- On www.dnister.com.au; or
- In our latest savings interest rates schedule.

#### **Credit Interest calculations**

For the Everyday Access\*, Community Access\* and Pensioner Saving accounts, interest will be calculated on the minimum monthly balance and paid monthly. For the Bonus Saver, Community Saver^ and iSaver accounts, interest is calculated daily and paid monthly.

A tiered interest rate applies to the Pensioner Saving account. A tiered rate means you will earn different interest rates depending on the balance of your account.

\* For the Everyday and Community Access accounts , interest is only paid on balances over \$50,000.

^Community Saver also has the option of beneficiary interest, which is calculated daily and paid to the nominated organisation in July each financial year.

#### **Fees and Charges**

The fees and charges applied by Dnister for savings products are detailed in our latest fees and charges schedules. Transaction fees may also be payable for withdrawals using the following access methods:

- Over-the-counter
- Personal cheque book;
- PIN authorised;
- BPAY® transactions;
- Corporate cheque;
- Bank Cheque;

#### **Government Charges**

Dnister reserves the right to debit your savings account with any applicable government charges, including any government charges introduced after the account has been opened.

#### **COMMUNITY ACCOUNTS**

#### **COMMUNITY SAVER**

#### Note

If for any reason your account does not have an eligible community beneficiary a beneficiary interest payment will not be paid.

#### **Community Beneficiary Payments**

If you have a Community Saver account with an eligible community beneficiary, then in addition to paying you interest, Dnister will in July of each financial year make a payment called a beneficiary payment to your nominated eligible beneficiary's account.

The beneficiary payment will be calculated at the end of the financial year. This calculation is based on the average daily balance of your Community Saver account during that financial year and the current beneficiary rate published in our deposit rate schedule from time to time.

### How to nominate a Community Beneficiary for your Community Saver Account

To nominate an **eligible community beneficiary** for your Community Saver account, you will need to complete your preference on the account application.

An **eligible community beneficiary** is a not for profit organisation that has made a successful application to Dnister. A list of registered eligible community beneficiaries is available on application or may be accessible on Dnister's website (www.dnister.com.au)

If the beneficiary for your Community Saver account is no longer eligible for whatever reason, beneficiary payments will cease. We will tell you if this occurs and you can then nominate another beneficiary.

### How to change the community beneficiary for your Community Saveraccount

You can change the community beneficiary for your Community Saver account whenever you wish, by nominating your new preference. The beneficiary payment cannot be apportioned and the full payment is made to the current beneficiary as at 30 June each year.

### How to apply to be registered as an eligible Community beneficiary $% \left( \mathbf{r}\right) =\left( \mathbf{r}\right)$

To be eligible to receive beneficiary payments, organisations need to operate as a not for profit and meet the eligibility criterion available on application.

#### **COMMUNITY ACCESS**

This account is only available for not for profit organisations. Dnister, in general, defines a not for profit organisation in accordance with the Australian Tax Office guidelines. For more details, visit www.ato.gov.au.

### investment products specific information

#### **FIXED TERM DEPOSITS**

#### **Minimum Requirements**

Fixed Term Deposits are fixed interest-earning accounts with agreed terms from one month to two years. The interest rate is fixed for the agreed term subject to you accepting the following conditions:

- Minimum deposit of \$1000;
- Fixed period of investment;
- No additional deposits during term of investment; and
- Interest is calculated on the daily balance and paid on maturity.

#### **Major Benefits**

- The interest rate is fixed for the term of investment and remains unchanged during the investment period despite any decrease in official interest rates during that period
- Higher interest rates will be available for larger deposits

#### **Major Risks**

- The interest rate is fixed for the term of the investment
- Official interest rates may increase during the term of the deposit
- An interest rate penalty may apply should funds be withdrawn or the investment terminated prior to maturity
- · Additional investment funds only at maturity
- Funds may be reinvested for the same term at the prevailing interest rate if you fail to provide your instructions within 7 days after the maturity date

#### TERM SAVER

#### **Minimum Requirements**

A Term Saver is a fixed interest-earning account with access to your funds after just three months with agreed terms. The interest rate is fixed for the agreed term subject to you accepting the following conditions:

- Minimum deposit of \$10,000
- Fixed period of investment for minimum \$10,000 deposit
- Minimum withdrawal of \$500
- No additional deposits during term of investment
- Interest is calculated on the daily balance and paid monthly

#### **Major Benefits**

- High interest rate
- The interest rate is fixed for the term of investment and remains unchanged during the investment period despite any decrease in official interest rates during that period
- Withdrawals of \$500 or more can be made at any time as along as the minimum investment of \$10,000 is maintained

#### **Major Risks**

- The interest rate is fixed for the term of the investment
- Cannot withdraw minimum \$10,000 invested in the first 3 months. Withdrawals after this period (but still before maturity) will incur a 1 month interest penalty
- Additional investment funds only at maturity
- Funds may be reinvested for the same term at the prevailing interest rate if you fail to provide your instructions within 7 days of the maturity date

### Conditions of Deposit for Both Investment Types

- Dnister has the right to accept or refuse any deposit and to set the maximum or minimum amounts of a deposit and the term of the deposit;
- Fixed Term Deposit any withdrawal of funds prior to maturity requires Dnister's agreement and the agreement may be subject to a penalty interest rate applying to the deposit
- Term Saver-minimum deposit \$10,000 can be withdrawn after three months with a one-month interest penalty
- If an investment is not renewed upon maturity, the amount of the deposit may be credited to your nominated account, withdrawn in cash or cheque.

#### **Investment Deposit Receipt**

When you make the initial investment deposit, Dnister will issue you with a 'Certificate of Deposit'. If application is made by mail the Certificate will be posted to you the same day.

#### **Reinvestment for Both Investment Types**

Dnister will contact you prior to maturity of your deposit. Unless Dnister receives instructions to the contrary the deposit will be renewed for the same investment type and term commencing on the maturity date of the original deposit and at the prevailing interestrate.

You have 7 days from the date of maturity to vary the investment, add to the deposit or redeem in part or in full, without penalty. If you do not exercise this option the deposit will be invested in terms of the original instructions. You will need to provide Dnister written confirmation of your instructions signed by the proper account signatories.

Withholding tax will be deducted from the interest payment unless you have provided your Tax File Number, Exemption or ABN.

### investment products specific information

#### **Interest for Both Investment Types**

Interest is calculated on the daily balance and paid:

- on maturity for Fixed Term Deposits
- monthly for Term Savers

Interest payable will be dependent on the amount invested and the term. Interest can be paid by cheque or in cash, electronically transferred or credited to your nominated Dnister account.

Please refer to our latest investment schedule showing interest rates offered for various terms and amounts. The schedule is available:

- At any of our branches;
- By telephoning 1300 363 041; or
- visit <u>www.dnister.com.au</u>;

#### **Fees and Charges**

Please refer to our latest fees and charges schedules, available:

- At any of our branches;
- By telephoning 1300 363 041; or
- visit <u>www.dnister.com.au</u>;

#### **Penalties**

An interest rate penalty will apply for early redemption of a Fixed Term Deposit or Term Saver.

Please refer to our latest fees and charges schedules, available:

- At any of our branches;
- By telephoning 1300 363 041; or
- visit <u>www.dnister.com.au</u>;

#### **Government Charges**

Dnister reserves the right to debit your Fixed Term Deposit or Term Saver with any applicable government charges as a result of using a Dnister Fixed Term Deposit or Term Saver, including any government charges introduced after the account was established.

#### **SECTION 1**

#### **ELECTRONIC BANKING**

Dnister's Electronic Banking products comprise:

- Internet banking;
- Phone banking;
- BPAY®
- BPAY View
- CUECARD

#### INTERNET BANKING

Available 24 hours per day, 7 days per week. Access your Dnister accounts through Internet Banking via our Dnister website www.dnister.com.au.

#### **Major Benefits**

- View and print an account listing
- View and print an account transaction listing;
- View and print YTD interest;
- Transfer funds between nominated Dnister linked accounts;
- Transfer funds to another financial institution;
- Receive & view bills electronically through BPAY View
- Pay bills electronically through BPAY®
- View and modify future dated payments
- Personalise your own screen settings;
- A secure password is issued upon registration;
- Change your password
- SMS password authentication security

#### **Major Risks**

- Need to ensure security of your password to avoid unauthorised access:
- Account holder may be liable for unauthorised transactions arising from failure to properly secure password against loss or misuse;
- Appropriate precautions are taken to ensure the safety and integrity of electronic systems. However, this can never be guaranteed. There is always a risk of interception of data by a computer hacker.

Refer to our latest internet banking schedule for details.

#### Costs

No charge is made for internal transfers to Dnister accounts or transfers to an external financial institution.

#### PHONE BANKING

A secure 24 hour 7 days a week automated telephone banking system.

#### **Major Benefits**

- Check your savings, investment and loan account balances:
- Check transactions & presented cheques on an account;
- Transfer funds between nominatedDnister accounts;
- Pay bills using BPAY®
- Check interest earned in last financial year
- Access is by a secure personal access code;
- You can change your personal access code;

#### **Major Risks**

- Must keep personal access code secure otherwise risk unauthorised access;
- Account holder may be liable for unauthorised transactions if personal access code is not safeguarded.

Refer to our latest phone banking schedule for details.

#### Costs

• No fees or charges are payable.

#### **BPAY VIEW**

Enables you to receive and view your bills online.

#### **BPAY**®

BPAY® is an electronic payment system operated in co-operation between Australian Financial Institutions, which enables you to make bill payments to billers who participate in BPAY® and display the BPAY® logo.

#### **Major Benefits**

Pay bills from your Dnister savings accounts using Internet or Phone Banking and over the counter at Dnister branches.

#### **Major Risks**

Despite taking all precautions we cannot guarantee absolute security for electronic transactions. There is always the risk of interception of data by a computer hacker with electronic mediums such as the Internet.

#### Costs

- A fee is payable for rejected transactions.
- A fee is also payable for any transaction enquiry performed on your behalf.

Refer to our latest fees and charges schedules for details.

#### **CUECARD**

CUECARD provides you with access to a nominated Dnister savings accounts within Australia and overseas.

#### **Major Benefits**

- You can access your funds through ATMs or EFTPOS facilities anywhere in Australia and overseas, where the Cirrus and Maestro signs are displayed.
- You have the ability to obtain an account balance after withdrawing or depositing funds

#### Major Risks

- You must ensure security of access to your savings accounts:
- Risk of unauthorised access should your access method be readily identifiable.

#### Costs

Fees are charged for:

- Declined transactions;
- Replacement/additional cards;
- Excess monthly transactions

Refer to our latest fees and charges schedules for details.

### PROTECTION OF YOUR PASSWORD AND PERSONAL IDENTIFICATION NUMBER (PIN)

 You must keep your password and PIN secure at all times. Failure to do so may increase your liability for loss.

#### YOU MUST NOT:

- Use your birth date or an alphabetical code which is a recognisable part of your name, as a password or select a numerical code which has five sequential numbers;
- Disclose your password or PIN to any person including family members and friends;
- Allow any other person to see you entering or overhear you providing your password or PIN;
- Record your password or PIN on your card or on any article carried with or placed near your card that is liable for loss, theft or abuse at the same time as your card.

S

#### **Electronic Banking Transaction Products**

This chart shows the types of savings accounts that have electronic banking access:

Everyday access	Υ	Υ	Υ	Υ
Community Access	Υ	N	Υ	Υ
Bonus Saver	Υ	Υ	N	Υ
iSaver	Υ	Υ	N	Υ
Community Saver	Υ	N	N	Υ
Pensioner Saving	Υ	Υ	Υ	Υ
Offset	Υ	Υ	N	Υ

Approval for you to use an electronic banking service is solely at our discretion and we reserve the right to suspend or cancel access without prior notice to you.

#### **ATM**

Automated Teller Machine allowing cash withdrawal 24/7 in Australia and overseas using our debit CUECARD

#### **EFTPOS**

Electronic Funds Transfer at Point of Sale allows you to pay for purchases using our debit CUECARD. Depending on the retailer, you may also be able to withdraw cash.

#### Bank@post

Bank@post is Australia Post's personal banking service allowing you to deposit and withdraw funds using your debit CUECARD.

#### **CIRRUS and MAESTRO**

MAESTRO and CIRRUS are international ATM and EFTPOS networks, which enable members to access available funds in their debit CUECARD linked accounts.

#### Fees and Charges, CIRRUS and MAESTRO

Transactions fees apply for using CIRRUS ATMs and MAESTRO EFTPOS overseas. Fees will only appear on your account if your transaction is successful and will be shown as a total amount on the transaction date. If the amount of the transaction is more than your available balance (including any approved overdraft limit), the transaction may be rejected and no fee will be charged. At overseas CIRRUS ATMs, you cannot use your CUECARD to make deposits or transfer funds between linked savings accounts.

#### **Government Charges**

We reserve the right to debit your account with any applicable government charges as a result of using an Electronic Banking facility or CUECARD, including any government charges introduced after the account is established.

#### **SECTION 2**

### OTHER TRANSACTION PRODUCTS SPECIFIC INFORMATION

#### DIRECT DEBITS

Direct Debits allow you to authorise a biller to regularly debit your nominated Dnister account for payment of goods or services e.g. insurance premiums, gas and electricity bills.

#### **Major Benefits**

- No need to arrange payment personally;
- Payments are made automatically from your nominated account;
- No need to prepare a cheque or use the mail;
- Payments can be linked to the crediting of salary or other money received.

#### **Major Risks**

- Sufficient funds must be maintained in the nominated account to make the payment;
- Any refunds must be arranged with the biller or third party unless Dnister is responsible for the error;
- A dishonour fee is payable if there is insufficient funds.
   Refer to our latest fees and charges schedules for details.
- Direct Debits are processed unless the biller agrees beforehand to stop the payment.

#### Costs

A dishonour fee is payable where the direct debit is not made because of insufficient funds in the account.

A fee per direct debit is payable. Refer to our latest fees and charges schedule for details.

#### **DIRECT CREDITS**

#### **Major Benefits**

- Convenience of salary or dividends or the like being credited directly and automatically to your nominated account;
- Payments can be split between several accounts nominated by you;
- No cheque clearance delays prompt availability of funds:
- Reduced paperwork.

#### **Major Risks**

- Cancellation of the arrangement can only be made with the external party making the credit payments;
- When the external party reverses a credit transaction Dnister reserves the right to debit your account.

#### Costs

• No fees or charges applied by Dnister.

#### **Periodical Payments**

A convenient method to make regular payments to other accounts, either with Dnister or another financial institution.

#### **Major Benefits**

- No need to arrange individual transfers;
- Automatic regular payments removes inconvenience and paperwork;
- Payments are made on time;
- Payments can be linked to the crediting of salary or other payments to you.

#### **Major Risks**

 Sufficient funds must be held in the account for the payment to be made;

#### Costs

No fees or charges are applied by Dnister.

#### **MEMBER CHEQUING**

Provides convenient access to funds in your Everyday Access account.

#### **Major Benefits**

- Ease of access to funds in your account;
- Payments can be made through the mail;
- You control when the payment is made;
- Cheques remain widely used and an accepted payment method.

#### **Major Risks**

- Care must be exercised when drafting a cheque. Refer to page 9; Tips for cheque security;
- Government charges apply to cheque transactions;
- Sufficient funds must be maintained in your account to avoid your cheque being dishonoured.

#### Costs

 Dishonour fees are payable. Refer to our latest fees and charges schedule for details.

### Specific Terms and Conditions Other Transaction Products

#### **DIRECT DEBITS**

- By signing and providing a biller with a direct debit authority you authorise the biller to debit funds from your account with Dnister;
- Dnister is not advised by the biller when an authority has been established or discontinued by you.
- Dnister will act on an electronic file to debit your account and remit the funds due to the biller;
- Dnister accepts no responsibility for the date the instruction is received and the date on which the debit is processed to your nominated account;
- Payments scheduled for a non business day will be processed on the next available business day;
- All requests to cancel a direct debit arrangement or an individual payment must be made direct to the biller receiving the payment;
- If insufficient funds are in the account when the direct debit request is received Dnister may make the payment by utilising funds in an alternate account held by you;
- The direct debit payment will be dishonoured if there are insufficient funds in your accounts. A dishonour fee is payable in these circumstances. If Dnister exercises its discretion to pay the direct debit resulting in the account becoming overdrawn, an excess fee may be payable.
   Refer to our latest fees and charges schedules for details.

#### DIRECT CREDITS

 Dnister is not advised when a direct credit authority is established or discontinued by a member. We will credit an account upon receipt of an electronic advice from another financial institution.

- Dnister accepts no responsibility for the date the instruction is received and the date on which the credit is processed to your nominated account;
- Credits scheduled for processing on a non business day will be processed on the next available business day;
- All requests to cancel a direct credit arrangement or an individual direct credit must be made direct to the crediting party;
- Dnister reserves the right, upon a request made to it
  by the crediting party to reverse any direct credit and
  debit the member's account for any funds drawn
  against the funds credited prior to receiving
  notification of the reversal from the crediting party.

#### **PERIODICAL PAYMENTS**

- Financial Institutions receive periodical payments as cleared funds on the next business day;
- While Dnister will endeavour to process a periodical payment in accordance with the member's instructions we accept no responsibility if any such transfer is or cannot be made and accordingly shall not incur any liability through our refusal or omission to make any or all of the payments instructed by the member or arising from any late payment or omission in following instructions:
- If a periodical payment cannot be processed on the due date due to lack of funds Dnister will attempt to make the payment on the following 4 business days. If the payment cannot be processed due to insufficient cleared funds after 5 successive business days the payment will be rejected until the next scheduled payment date. If payment is rejected for 3 consecutive periods the periodical payment authority will be changed to inactive.
- Dnister may in its absolute discretion conclusively determine the order of priority of payment of periodical payments;
- The periodical payment will be dishonoured if there are insufficient funds in your accounts. A dishonour fee is payable in these circumstances. If Dnister exercises its discretion to pay the periodical payment resulting in the account becoming overdrawn, an excess fee may be payable. Refer to our latest fees and charges schedules for details.

#### **MEMBER CHEQUING**

#### Conditions of Use

#### Access

The Member Chequing facility can only be attached to your Everyday Access account.

#### Authority

By acquiring a Member Chequing facility you acknowledge that you have appointed Dnister and Indue Ltd as your agent and that you have authorised them to:

- Conduct accounts ("the Bank Account") with Westpac Banking Corporation ("the Bank") to enable you to draw cheques for payment of goods and services out of the funds in your account with Dnister and make deposits to the Bank in accordance with these terms and conditions.
- Transfer funds to the Bank Account from your Dnister account to pay the amount of cheques or payment orders that you or your authorised signatories have signed and to pay any costs, taxes or charges incurred by Dnister or the Bank.

- You authorise Dnister to debit your account for:
  - ⇒ The amount of any dishonour charges imposed by Dnister or the Bank;
  - ⇒ The amount of any government taxes or duties in respect of transactions or the operation of the account;
  - ⇒ The amount of any other fees and charges payable under these terms and conditions including cheque issuing fees and unauthorised overdraft fees.

#### Introduction

You may choose to utilise a Dnister Electronic Banking product by completing the necessary application or registration forms and then by accessing and using the electronic product selected.

#### Important

You are strongly encouraged to familiarise yourself with these Terms and Conditions and the rights and obligations detailed herein. These Terms and Conditions must be read in conjunction with your CUECARD conditions of use. The first use of any electronic product by you or any person authorized by you will be deemed acceptance of these terms and conditions. If you have any queries, please call us on 1300 363 041 and we will be pleased to assist.

Dnister will issue you with an initial password to enable you to access the system and use the electronic product selected.

You are required to change your password after the first time you access the system.

#### **Definitions**

- Access Method means a method authorised by us for your use and accepted by us as authority to make an Electronic Payment and to access your Account and its details and includes, but is not limited to, any combination of an Account number, card number, expiry date, PIN and password, but does not include a method which requires your manual signature. Separate Terms and Conditions apply for CUECARD use.
- Account/s means your nominated account/s that we agree can be accessed for the purpose of effecting electronic payments.
- Biller means an organisation who tells you that you can make bill payments to them through BPAY®.
- BPAY® means the electronic payment scheme called BPAY® operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY®, either via telephone or any other access method as approved by us from time to time.
- BPAY® Internet site means our BPAY® Internet site accessed via www.dnister.com.au or at any other address advised to you by us from time to time.
- BPAY® payment means a payment transacted using BPAY®.
- Business Day means any day on which banks in both Melbourne and Sydney are able to effect settlement through the Reserve Bank of Australia.
- Cut Off Time means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed.
- Electronic Access means Internet and/or Phone Banking
- Electronic Payment means a funds transfer to any financial institution, including to Dnister, a BPAY® Payment or an electronically initiated cheque withdrawal.

- Internet Banking means accessing your Account with an Access Method through our web site www.dnister.com.au. Members must apply for Internet Banking.
- Member Requirements means any equipment/software as specified by us that you will require using Electronic Access. It is your responsibility to obtain and maintain any equipment, which may be necessary to use Electronic Access.
- Password means a unique alphanumeric combination given to you by us that will enable you secure access to the Internet Banking facility, or in reference to the Phone Banking facility, your Personal Access Code. A birth date may not be used as a Password or Personal Access Code.
- Phone Banking means accessing your Account with an Access Method through our Phone Banking. Members are registered upon application when joining Dnister, or subsequently as required.
- In addition, references to:
- ⇒ "we", "us" or "our" are references to us, the credit co-operative through which you have elected to gain Electronic Access: and
- ⇒ "you" or "your" are references to you, the account holder(s) in respect of the account from which you instruct us to make Electronic Access.

#### Mutual Banking Code of Practice/EFT Code of Conduct

The relevant provisions of the Mutual Banking Code of Practice and EFT Code of Conduct apply to these Terms and Conditions.

#### **Internet Banking & Phone Banking**

#### Keeping your access method safe

Our liability for losses arising from unauthorised Electronic Payments on your Account depends on whether you contributed to the losses. To guard against unauthorised use, you agree to:

- Keep secure and protect your Access Method;
- Never reveal your Access Method to anyone (including friends or family);
- Never write down your Access Method. If you cannot memorise your Access Method you must make a reasonable attempt to disguise it and not keep the record of it in an obvious place including your wallet, purse, handbag, bag or in a location close to the facility with which you use the Access Method;
- Not allow any person to watch you enter, or hear your Access Method;
- Avoid using your Access Method through telephone services that record numbers dialed such as are available in some hotels;
- Change your Access Method if any doubt exists as to its security;
- Change your Access Method at regular intervals;
- Do not select an Access Method that is easily recognisable, such as your name, date of birth, telephone number or personal detail that can easily be identified. You also agree to not change your Access Method to one of the above simply by altering the order of the characters or making it recognisable with a word easily associated with you;

- Protect the security of the Access Method from any other act recognised by any court, government agency or industry ombudsman as a serious act contributing to the loss; and
- Do not unreasonably delay notification of loss or theft or security breach of the Access Method.

#### What if my access method is lost or stolen?

Inform us immediately if you become aware of:

- $\Rightarrow\,$  Any unauthorised transaction or error on the account you access using the service, or
- ⇒ Unauthorised knowledge or access of your Access Method; or
- $\Rightarrow$  The loss or theft of a record of your Access Method; or
- ⇒ The loss, theft or fraudulent use of electronic equipment which you use to access the service and which may contain your Access Method, or
- $\Rightarrow$  You suspect that your Access Method has become known to someone else.
- If you become aware of any of the above you must call us immediately during business hours on 1300 363 041. If possible you must also immediately change your Access Method.
- If telephone facilities are not available for notification you must report the loss, theft of misuse of your Access Method to one of our branches.

#### How does electronic access work?

Internet Banking can be used to undertake the following activities:

- $\Rightarrow$  Obtain & print account transaction details including salaries & other direct credits/debits;
- ⇒ Transfer funds to and from your own accounts and other authorised Dnister accounts subject to daily and periodic limits established for users of Internet Banking;
- ⇒ Transfer funds from your Dnister accounts to accounts with other financial institutions or third parties who are approved by us to access Internet Banking subject to daily and periodic transaction limits established for users of Internet Banking;
- $\Rightarrow$  Pay bills electronically via BPAY
- ⇒ Obtain YTD Interest Earned;
- ⇒ Obtain & modify future dated payments;
- $\Rightarrow$  Personalize your own screen settings
- ⇒ Such other activities which we add from time to time in relation to any user or class of user or in relation to an account or class accounts
- Phone Banking is used to undertake the following activities:
- ⇒ Obtain account balances;
- ⇒ Obtain loan account balances;
- $\Rightarrow$  Check last 5 transactions on an account
- Transfer funds between accounts within your membership subject to daily and periodic limits established for users of Phone Banking;
- ⇒ Transfer funds to and from another authorised membership

- ⇒ Pay bills using BPAY
- ⇒ Check if a personal cheque has been presented;
- $\Rightarrow\;$  Obtain details of interest earned on your account for the financial year;
- ⇒ Change your Personal Access Code
- ⇒ Such other activities which we add from time to time in relation to any user or class of user or in relation to an account or class of accounts.
- You can access all accounts and credit facilities made available by us.
- We are authorised to act upon all instructions given through Electronic Access using your Access Method.
- We will, as part of our security procedures, record and retain instructions.
- Electronic Payments made through Electronic Access:
- ⇒ Are governed by these Terms & Conditions;
- $\Rightarrow$  Are governed also by the Terms & Conditions of the accounts being used;
- ⇒ May be processed at our discretion;
- ⇒ May be limited to specific amounts;
- $\Rightarrow$   $\,$  Are governed by the Electronic Funds Transfer Code of Conduct.
- We may cancel the use of your Access Method for Electronic Access at any time without notice, if we believe the Access Method is being used, or will be used, in a way that will cause losses to you or Dnister.
- As Internet Banking transaction details are confirmed by email, you should not provide third parties with access to your email account.

#### What if electronic access is not available?

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use Electronic Access. We undertake to make all reasonable efforts to ensure that Electronic Access is available to you during the hours specified from time to time, but we are not liable to you for, or in connection with:

- Failure of Electronic Access to perform in whole or in part, any function which we have specified it will perform;
- The unavailability of Electronic Access to you in whole or in part because of the failure of the communication network, your equipment/software or any circumstance beyond reasonable control;
- Delays or errors in the execution of any transaction or instruction because of the communication network, your equipment/software or any circumstance beyond reasonable control.

#### How do I correct mistakes?

Contact us as soon as possible if you think:

- There has been a mistake in an Electronic Payment made through Electronic Access;
- Information received through Electronic Access is wrong.

#### How accurate is electronic access?

We will take all reasonable steps to ensure that the information that we make available to you through Electronic Access is correct and updated regularly at the intervals specified from time to time. We will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communication network, ancillary equipment or any other circumstance beyond our reasonable control.

#### **Conditions binding**

By signing the Internet Banking Application Form and/or by using Electronic Access you agree to the Terms & Conditions.

#### **Cancellation of electronic access**

- You may cancel your access to Electronic Access at any time by giving us written notice.
- We may immediately cancel or suspend your access to Electronic Access at any time for security reasons or if you breach these Terms and Conditions or the terms and conditions of your Account.
- We may cancel your access to Electronic Access for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.
- If, despite the cancellation of your access to Electronic Access, you carry out an Electronic Payment using an Access Method, you will remain liable for that Electronic Payment.
- Your access to Electronic Access will be terminated when:
  - ⇒ We notify you that your Access Method or the Account with us has been cancelled;
  - ⇒ You close the last of your Accounts with us which has Electronic Access;
  - $\Rightarrow$  You cease to be a member; or
  - ⇒ You alter the authorities governing the use of your Account or Accounts with Electronic Access (unless we agree otherwise).

#### Your liability for electronic payments

- You are liable for all Electronic Payments carried out by you
  or by anybody carrying out a transaction with your
  consent, regardless of when the transaction is processed to
  your Account with us.
- If you are responsible for a mistaken Electronic or Company Payment and we cannot recover the amount from the person or company who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.

- You are not liable for losses caused by unauthorised Electronic Payments;
  - $\Rightarrow$  Where it is clear that you have not contributed to the loss:
  - ⇒ That are caused by the fraudulent or negligent conduct of employees or agents of; Dnister; Any organisation involved in the provision of Dnister's Internet Banking or Phone Banking or BPAY®; or any Biller:
  - ⇒ Relating to a forged, faulty, expired or cancelled Access Method;
  - ⇒ Resulting from unauthorised use of the Access Method:
  - ⇒ Before you receive that Access Method; or
  - ⇒ After you notify us in accordance with these terms and conditions (or the terms and conditions applicable to the product or service used) that your Access Method has been misused, lost or stolen or used without your authorisation; or
  - ⇒ That are caused by the same Electronic Payment being incorrectly debited more than once to your Account.
- You will be liable for any loss of funds arising from unauthorised Electronic Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
  - ⇒ Your fraud or, if your Access Method includes a secret code or code(s) (such as a password or PIN), your failure to keep that code secure in accordance with these Terms and Conditions;
  - ⇒ Unreasonably delaying notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.
- However, you will not be liable for:
  - $\Rightarrow \ \ \, \text{The portion of the loss that exceeds any applicable} \\ \ \ \, \text{daily or periodic transaction limit(s);}$
  - ⇒ The portion of the loss on your Account which exceeds the balance of your Account (including any prearranged limit);
  - ⇒ All losses incurred on any account which you had not agreed with us could be accessed using the Access Method;
  - Any losses occurring as a result of a delay in notification caused by our notification facilities not being available, provided that you reasonably attempt to notify us using the range of facilities available to you and notify us within a reasonable time of notification facilities becoming available.

- Where a secret code such as a PIN or password is required to perform the unauthorised Electronic Payment, your liability for any loss of funds arising from an unauthorised Electronic Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
  - ⇒ \$150;
  - $\Rightarrow$  The balance of your Account, including any prearranged credit;
  - ⇒ The actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).
- You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the Terms and Conditions or acted negligently or fraudulently under this agreement.
- If you notify us that an Electronic Payment made from your account is unauthorised, you must provide us with a written consent addressed to the Biller who received that Electronic Payment allowing us to obtain information about your account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that Electronic Payment.
- Notwithstanding any of the above provisions your liability will not exceed your liability under the EFT Code of Conduct.

#### Our liability in respect of electronic payments

- You agree that subject to your rights which are implied by law and which cannot be excluded by these Terms and Conditions, we will not be liable for:
  - ⇒ Any breakdown or interruption in the Access Method due to circumstances which are not under our direct control;
  - ⇒ Any corruption of data or any breakdown or interruption to your computer or any other equipment utilised to access an Access Method;
  - ⇒ Any error or delay in the execution of any Electronic Payment instructions you provided if the error or delay is due to circumstances not under our direct control;
  - $\Rightarrow$  Any refusal of another party to receive any Electronic Payment from you.
- You agree that in the event of a breakdown or interruption to any Access Method system or any failure or error in any transmission of information in respect of Electronic Payments, we will not be liable for any resulting loss EXCEPT that we will:
  - ⇒ Reverse any erroneous entry to your account caused by the malfunction;
  - ⇒ Refund any charges or fees imposed as a result; and
  - ⇒ Re-transmit any information and/or repeat any interrupted service or process, as appropriate.
- You agree that in any event, our liability to you in respect of any Electronic Payment or for your use of an Access Method does not include consequential, indirector economic loss.

#### Resolving errors on account statements

- All Electronic Payments and any applicable fees will be recorded on the account statements of the accounts to which they are debited.
- If you believe an Electronic Payment entered on your statement is wrong, contact us and give the following details:
  - $\Rightarrow$  Your name and account number;
  - ⇒ The date and amount of the transaction in question;
  - ⇒ The date of the account statement in which the transaction in question first appeared;
  - $\Rightarrow$  A brief and clear explanation of why you believe the transaction is unauthorised or an error;
  - ⇒ Any other information as required.
- Resolution of any disputes is subject to the EFT Code of Conduct and Dnister's Complaints and Dispute Resolution procedures detailed in these Terms and Conditions.

#### **Transaction recording**

It is recommended that you record all receipt numbers issued in respect of Electronic Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

#### Transaction and other fees

- Fees detailed in our fees and charges schedules and advised to you periodically are available on request, and the amount of such fees (including any dishonour fee), apply to:
  - ⇒ Any Electronic Payment;
  - ⇒ Giving you Electronic Access;
  - $\Rightarrow\;$  Any other service provided in relation to Electronic Access.
- We will debit to you any government charges, duties or taxes arising out of an Electronic Payment.
- We may charge you with dishonour fees for any future-dated Electronic Payments that have failed due to insufficient funds in the relevant account.
- If at any time there are insufficient funds in your nominated account, we may debit any other of your accounts.

#### **Transaction limits**

- Unless otherwise agreed in writing, Dnister may apply a daily transaction limit to all electronic banking transactions conducted using Phone Banking or Internet Banking. The limit will be available upon request.
- Other financial institutions and third parties may impose their own transaction limits and the Dnister will not bear any responsibility for these limits and restrictions.

#### **BPAY**®

#### **Important**

- These Terms and Conditions will govern your access to BPAY®. It is therefore important that you read these Terms and Conditions carefully before you use BPAY®.
- If you access BPAY® then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions apply to every BPAY® payment on your account and you will be legally bound by them.

#### Using BPAY®

- Dnister is a member of BPAY® and we will tell you if we are no longer a member of BPAY®.
- BPAY $\circledR$  can be used to pay bills bearing the BPAY $\circledR$  logo. We will advise you if and when other transactions can be made using BPAY $\circledR$ .
- Unless you are advised otherwise, you may use BPAY® only to make payments from the nominated accounts that are linked with BPAY® access.
- We will debit the value of each BPAY® payment and any applicable fees to the Account from which the relevant BPAY® payment is made.
- If you instruct us to make any BPAY® payment, but close the Account to be debited before the BPAY® payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY® payment and we may exercise our rights of set-off.
- You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY®.
- You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

#### **Processing of BPAY® payments**

- You should notify us immediately if you think you have made a mistake other than a mistake in the amount you meant to pay.
- In some circumstances your BPAY® payment instructions may be reversed
- You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY® payment and later discover that:
  - ⇒ The amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
  - ⇒ The amount you paid was less than the amount you needed to pay, you can make another BPAY® payment for the difference between the amount you actually paid and the amount you needed to pay.
- If we receive your direction before 3:00pm Melbourne time on a business day, a BPAY® payment is treated as received by the biller to whom it is directed on the date you direct us to make it, or otherwise, on the next business day after you direct us to make it.
- Notwithstanding this, a delay may occur processing a BPAY® payment if:
  - ⇒ There is a public or bank holiday on the day after you instruct us to make the BPAY® payment;
  - ⇒ You tell us to make a BPAY® payment on a day which is not a Banking Business day or after the Cut Off Time on a Banking Business Day;
  - ⇒ A biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.

- If we are advised that your payment cannot be processed by a Biller, we will:
  - ⇒ Advise you of this:
  - ⇒ Credit your account with the amount of the BPAY® payment; and

#### **Future-dated payments**

- You may arrange BPAY® payments up to ninety days in advance of the time for payment. If you use this option you should be aware that:
  - ⇒ You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY® payments (and any other drawings) on the day(s) you have nominated for payment.
  - ⇒ If there are insufficient cleared funds, the BPAY® payment will not be made and you may be charged a dishonour fee.
  - ⇒ You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.
  - ⇒ You should contact us if there are any problems with your future-dated payment.
  - ⇒ You must contact us if you wish to cancel a futuredated payment after you have given the direction but before the date for payment. You cannot stop the BPAY® payment on or after that date.

#### **BPAY®** transaction limits

Unless otherwise agreed in writing, Dnister may apply a daily transaction limit to transactions conducted using BPAY.

#### Refusing BPAY® payment directions

You acknowledge and agree that:

- We may refuse for any reason to give effect to any direction you give us in respect of a transaction to be made via BPAY®;
- We are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal; and
- If an Account from which the BPAY® payment is made has insufficient funds we may dishonour the BPAY® payment direction and/or we may set off your BPAY® liabilities against any other account you have with us BUT this does not affect our rights to dishonour the BPAY® payment direction.

#### **BPAY View**

You need to register in order to use Bpay View.
Call 1300 363 041 to find out how or visit our website
www.dnister.com.au

#### a. If you register with Bpay View you

- ⇒ agree to our disclosing to Billers nominated by you: such of your personal information (for example your name, email address and the fact that you are our member) as it is necessary to enable Billers to verify that you can receive bills and statements electronically using Bpay View (or telling them if you cease to do so); and that an event in clause b. has occurred;
- $\Rightarrow$  agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Website and any link to a bill or statement;
- $\Rightarrow$  agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under point  ${\bf a.}$  above.

### b. You may receive paper bills and statements from a Biller instead of electronic bills and statements

- at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- if you or a Biller de-register from Bpay View;
- if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- if your email address is incorrect or cannot be found and your email is returned to us undelivered:
- if we are aware that you are unable to access your email or our Website or a link to a bill or statement for any reason;
- if any function necessary to facilitate Bpay View malfunctions or is not available for any reason for longer than 7 days.

#### c. You agree that when using Bpay View

- if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
  - at the email address nominated by you;
- if you receive notification on our Website without an email then that bill or statement is received by you:
- when a notification is posted on our Website, whether or not you choose to access our Website.

- bills and statements delivered to you remain accessible through our Website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not.
- you will contact the Biller direct if you have any queries in relation to bills or statement.

#### d. You must:

- check your emails or our Website at least weekly;
- tell us if your contact details (including email address) change;
- tell us if you are unable to access your email or our Website or a link to a bill or statement for any reason; and
- ensure your mailbox can receive email notifications (eg it has sufficient storage space available).

#### **CUECARD**

CUECARD Conditions of use are provided on opening an account with a CUECARD attached.

CUECARD conditions of use are available upon request at our branches.

Please read them carefully before using your CUECARD.



Melbourne	Head Office: 912 Mt Alexander Road, Essendon VIC 3040 Tel (03) 9375 1222 Fax (03) 9370 5361
Adelaide	62 Orsmond Street Hindmarsh SA 5007 Tel (08) 8346 6174 Fax (08) 8346 2262
Geelong	3/29-35 Milton Street, Bell Park VIC 3215 Tel (03) 5278 5950 Fax (03) 5277 9108
Perth	20 Ferguson Street, Maylands WA 6051 Tel/Fax (03) 9271 5984