

### online banking application

**Dnister Ukrainian Credit Co-operative Ltd** 

ABN 59 087 651 394 | AFSL / Australian Credit Licence 240673 | BSB 704 235 Head Office : 912 Mt Alexander Road, Essendon VIC 3040 | PO Box 279 | P 1800 353 041 | F (03) 9370 5361 www.dnister.com.au | admin@dnister.com.au

member details			
Name		Member Number	
Address		Account Number	
Phone	Fax	Email	
service options			
Online Banking (includes internet and mobile banking)  Business Banking (internet only)			
online banking options			
Note: Accounts which require 2 or more members to sign conjointly are only eligible for balances via Online Banking. Members who require to transact with more than one signatory on an account will require to register for the Business Banking module available through Online Banking.			
Internal Transfers	Yes No	BPAY®	Yes No
External Transfers	Yes No	Electronic Billing - BPAY View™	Yes No
transfer limits			
The following transfer limits are applied to all members who have access to internet banking. If members require to permanently or temporarily change these limits, Dnister will require that you apply in writing by contacting the Co-operative.			
	Online Banking	Business Banking	
Internal Transfers	\$250,000	\$250,000	
External Transfers	\$2,000	\$5,000	
BPAY®	\$10,000	\$10,000	
Loan Redraw	\$5,000	\$5,000	
declaration			
I/We accept, understand and confirm that I/we have read, understood and agree to the Online Banking Terms and Conditions including the Terms and Conditions of Electronic Banking and Bpay.			
Please forward the <b>completed and signed application to Dnister</b> by mail or via the fax number listed.  If you have any queries or require further assistance please contact our member services team.			
account owner / signatory - please circle account owner / signa		account owner / signatory - ple	ease circle
Full name		Full name	
Signature		Signature	
Momborno	Dotted	Member no.	Dated
Member no.	Dated	Member no.	Dated
Office use only			Signatories added
Processed by	Date	Verified by	Date Date

#### Conditions of Use Online Banking.

By using (Online Banking) Members are able to control their finances from the comfort and convenience of their home or business any time, 24 hours a day, 7 days a week.

You will need a personal computer with internet access for Online Banking.

#### Features of these services include:

Online Banking: View transaction details on all accounts; print statements; move money between your own accounts; transfer funds to accounts at other financial institutions; view your bills using BPAY View; pay your bills using BPAY; obtain details of interest earned on your accounts; change your password; schedule ongoing payments;

These facilities are only available to members over the age of 15 years.

#### **Terms & Conditions**

Important: Before you use the Online Banking, you must:

- Be over the age of 15 years.
- Have submitted to us an executed copy of the Online Banking Service application form
- · Have been issued with a Password;
- Have acknowledged receipt of the password; and
- Have read these Conditions of Use carefully as they will form the contractual basis for the use of Dnister Online Banking services.

You must follow the guidelines below to guard against unauthorised use of your Password. These guidelines provide examples only of security measures and will not determine our liability for any losses resulting from unauthorised transactions using your Password.

### Guidelines for Ensuring the Security of Your Password

Use care to keep your Online Banking Service Password secret.

Do not tell any person your Password or allow any person to observe you entering the Password. If you decide to tell someone your Password, they become your Nominee and are subject to these Conditions of Use.

We recommend against recording your Password. If you do so, you are responsible for keeping any records of your Password secure and protected.

You must keep any records of your membership number and your Password separate from each other.

You must change your Password the first time you use the Online Banking Service and at frequent intervals thereafter, for example, monthly.

Online Banking: Do not use an obvious Password such as a dictionary word, name, date or vehicle make model or registration number, or any other character combination that could be associated with you. Passwords may consist of any combination of characters on your keyboard; however it would be preferable to choose at least two numeric digits and at least two characters that are not numeric digits.

If you forget your Password contact us to arrange to apply for a replacement password.

If you believe that another person knows your Password, change your Password immediately and / or report the matter Dnister.

You have a responsibility to exercise reasonable care to prevent unauthorised access to the

computer you use for the Online Banking Service. Please read carefully clause (3f) in these Conditions of Use for methods to minimise unauthorised access and maximise protection for your privacy.

Immediately notify the Co-operative of any change of address

Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Online Banking Service has been used without your authority.

#### 1. Introduction

a) In accepting access to the Online Banking Service from us you agree to comply with these Conditions of Use. The Conditions of Use operate in conjunction with the terms and conditions applicable to Nominated Accounts. If there is any inconsistency between these Conditions of Use and the Nominated Account, these Conditions of Use prevail.

b) In these Conditions of Use any reference to the Co-operative is a reference to the Co-operative Limited. Any reference to us, we, ours is a reference to the Co-operative.

- c) In these Conditions of Use where the words or terms appear they shall have the following meaning:
- 1. Ancillary Equipment means any equipment (personal computer or otherwise) specified by us to use Online Banking.
- Online Banking Service means Co-operative Cooperative's internet banking service which you access with the Ancillary Equipment via the internet.

This facility allows you to obtain information on our products and services and to carry out transactions on your Nominated Accounts.

- 4. Nominee means any person to whom you have disclosed your Password or have authorised in any way to use your Online Banking Service.
- Nominated Accounts means each or all of your accounts with the Co-operative which may be accessed by you when utilising the Online Banking Service.
- Notice means any form of written communication between you and the Co-operative which includes written correspondence faxed, mailed by prepaid post or emailed.
- 7. Password means the 6-10 digit alphanumeric combination that enables you to use the Online Banking Service.
- d) Unless otherwise required by the context, words importing the singular include the plural and vice versa.
- e) The Co-operative may attach services to or remove services from the Online Banking Service. You will be notified if this is the case. Separate terms and conditions may apply to the added services.
- f) In accepting access to the Online Banking Service from the Co-operative you agree to comply with these Conditions of Use.
- g) Certain provisions of the Co-operative Code of Practice apply to these Conditions of Use. A copy of the Co-operative Code of Practice is available from any branch of the Co-operative.
- h) We warrant that we will comply with the terms of the Electronic Funds Transfer Code of Conduct where that code applies.

# 2. Restrictions and Termination of Access to the Online Service

- a) We reserve the right to restrict your access to the Online Banking Service.
- b) You may cancel your access to the Online Banking Service at any time by giving us Notice.
- c) The Co-operative can immediately cancel the Online Banking Service access to you and your Nominee at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of any Nominated Accounts.
- d) The Co-operative may terminate the Online Banking Service, for any reason, by giving you 14 day's Notice. The Notice does not have to specify reasons for cancellation.

# 3. Protecting your Passwords, Computer and Ancillary Equipment

- a) When you apply for registration, your nominated password will be enabled. You agree to protect your Passwords as a means of preventing fraudulent or unauthorised use of your Nominated Accounts via the Online Banking Service.
- b) You must change your Password the first time you use the Online Banking Service and at frequent intervals thereafter, for example, monthly. When you change your Password, you must not select a Password which represents your birth date or a recognisable part of your name. If you do use an obvious Password such as a name or date you will be liable for any losses which occur as a result of unauthorised use of your Password before you notify us that your Password has been misused, lost or stolen or become known to someone else.

You agree to instruct your Nominee(s) not to select a Password which represents a date or name, and of the consequences to you if they do select such a Password.

- c) If you give your Password to your Nominee, you will be liable for all transactions carried out by your Nominee using the Online Banking Service. Your Nominee's use of the Online Banking Service is governed by these Conditions of Use. You will be liable for any failure of your Nominee to observe these Conditions of Use.
- d) You must not tell or show your Password to another person or allow it to be seen by another person, including family and friends.
- e) If you need to record your password then do not under any circumstance record it on your computer or related articles unless you have taken reasonable steps to carefully disguise it or to prevent unreasonable access to the record. It is not reasonable to disguise your Password as a telephone number, a birth date or by changing the order of the characters in the Password.
- f) You have a responsibility to exercise reasonable care to prevent unauthorised access to the Ancillary Equipment you use for the Online Banking Service:
- i) You must not leave your computer unattended while you are on-line to the Online Banking Service.

ii) When you use Dnister's Online Banking you must take responsibility for maintaining the confidentiality and integrity of your computer's security. To do so, Dnister recommends that you have installed Anti-Virus and Firewall Software.

Anti-Virus – Scans your computer's files and incoming emails for viruses. As virus technology is constantly changing it is important to regularly run and update this software to ensure your computer is not infected.

Firewall Software – Provides a level of protection to a computer connected to the internet against hacker intrusion by monitoring access into and out of the system.

- iii) We suggest you clear your browser cache (session memory) files at the end of your Online Banking Service session in order to protect your privacy and prevent anyone from tracing your steps through the cache memory files. Additionally, we suggest that you shut down the browser you have used to gain access to the Online Banking Service and then restart the browser in order to ensure that the back function (or similar function in your browser) cannot be used to trace your activities.
- iv) If you require assistance in regard to clearing your browser's cache, we suggest you review your browser Help facility or contact a PC support or maintenance service for instructions on how to complete this process.

### 4. Notification of Loss, Theft or Unauthorised Use of Your Password

If your Password is misused, lost, stolen or becomes known to someone else (other than your Nominee), you must notify us by telephoning us on 1300 363 041. Immediately change the password using the online banking facility.

#### 5. Using the Online Service

- a) The Co-operative will advise you from time to time of the transactions which the Online Banking will enable you to perform.
- b) In order to access the Online Service, you must:
- i) Be a member of the Co-operative;
- ii) Own or operate the required Ancillary Equipment; and
- iii) Hold an account with us or be a signatory to an account with us.
- c) You may only use the Online Service to perform transactions on Nominated Accounts.
- d) If any Nominated Account is in the name of more than one person, then the liability of those persons under these Conditions of Use will be joint and several for transactions carried out on that account
- e) Access is not available where two or more signatures are required to operate the relevant Nominated Account, however, access to the enquiry functions (i.e. excluding transfer or withdrawals) with respect to the Nominated Account will be available to the registered user even though two or more signatures are required to operate that account.
- f) Transactions utilising the Online Banking Service will normally be processed the same business day or the following business day.
- g) You acknowledge and agree that the Cooperative is authorised to act on instructions given by you (or your Nominee) through Online Banking Service using your Password.

#### 6. Disputed Transactions

- a) If you believe an Online Banking Service transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify the Co-operative.
- b) Detailed procedures for complaints and disputes are provided in the Complaints and Disputes Resolution available from Dnister.

## 7. Withdrawals, Transfers, Payments and Transaction limits

In the absence of any daily or other periodic transaction limit arrangements between you and the Co-operative, you are only able to withdraw, transfer funds or make payments up to the available balance of your selected Nominated Account including the unused portion of any credit limit relating to that account. Please note that aggregation of any available balance or credit limit on accounts other than the selected Nominated Account is not possible when determining the available balance or credit limit for the selected Nominated Account.

#### 8. Transfers of Funds

- a) You may transfer funds from a Nominated Account to: i) an account held by a third party with us or with other financial institutions; or ii) a Nominated Account or to an account you hold with us under a different membership or to an account you hold with another financial institution.
- b) At all times you acknowledge and agree that once you have confirmed a transfer of funds, the transaction is irrevocable and cannot be reversed. If you have made an error in the transfer transaction you must contact us as soon as you realise the error as well as, if applicable, contact the intended recipient of the funds, in an endeavour to correct the erroneous transfer. We cannot warrant that the transfer can be stopped or that the funds will not be appropriated prior to you taking action to correct the error. It is therefore imperative that transfer details are verified by you prior to confirming the transaction.
- c) Instructions requiring the transfer of funds will not be acted upon when there are insufficient funds available in the selected Nominated Account either at the time you confirm the transfer instructions or when we attempt to perform the transfer in the course of our normal business procedures. The aggregation of any available balance or credit limit on accounts other than the selected Nominated Account is not possible when determining the available balance or credit limit for the selected Nominated Account.

#### 9. Payments

- a) Instructions requiring the payment of funds to other parties will not be acted upon if there are insufficient funds available in the selected Nominated Account either at the time you confirm the payment instructions or when we attempt to perform the payment in the course of our normal business procedures. Please note that aggregation of any available balance or credit limit on accounts other than the selected Nominated Account is not possible when determining the available balance or credit limit for the selected Nominated Account.
- b) At all times you acknowledge and agree that once you have confirmed a payment, the instruction is irrevocable and cannot be reversed. If you have made an error in the payment instruction you must contact us as soon as you realise the error as well as, if applicable, contact the intended recipient of the funds, in an endeavour to correct the erroneous payment. We cannot warrant that a payment can be stopped or that the funds will not

be appropriated prior to you taking action to correct the error. It is therefore imperative that payment instruction details are verified by you prior to confirming the transaction.

# 10. Your Liability in Case of Unauthorised Use of the Online Banking Service

- a) You are liable for all transactions carried out by you, or by your Nominee regardless of when the transactions are processed to Nominated Accounts. You are liable for all transactions and other losses caused by unauthorised use of the Online Banking Service unless any of the circumstances specified in paragraphs b. and c. below apply.
- b) You are not liable for losses:
- i) Where it is clear that you and your Nominee have not contributed to the losses;
- ii) That are caused by the fraudulent or negligent conduct of employees or agents of:

The Co-operative; or any third party organisation involved in the provision of the Online Banking Service:

- iii) That are related to a Password that is forged, faulty, expired or cancelled:
- iv) That are caused by the failure of the security measures we employ in our Online Banking Service to prevent unauthorised or fraudulent access to Nominated Accounts;
- v) That are caused by the same transaction being incorrectly debited more than once to your Nominated Accounts; or
- vi) Resulting from unauthorised use of your Password or the Online Banking Service in relation to a transaction which takes place: before the time your Password is provided to you; or after we have received your request in writing to terminate your access to the Online Banking Service; or after you notify us that your Password has been misused, lost or stolen or become known to someone else.
- c) You will be liable for any loss of funds arising from any unauthorised transaction on a Nominated Account if the loss occurs before you notify us that your Password has been misused, lost or stolen or has become known to someone else and if we prove, on the balance of probabilities that you contributed to the loss through:
- i) Your fraud, your failure to look after and keep your Password secure in accordance with clauses 3(b), 3(d) or 3(e) or your extreme carelessness in failing to protect the security of your Password; or
- ii) Unreasonably delaying in notifying us of the misuse, loss or theft of your Password or of it becoming known to someone else and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time you notify us.

However, you will not be liable for:

iii) The portion of the loss that exceeds any applicable daily or periodic transaction limits on your Nominated Accounts;

- iv) The portion of the loss on any Nominated Account which exceeds the balance of that account (including any prearranged credit); and
- v) All losses incurred on any Nominated Account which you had not agreed with us could be accessed using your Password.
- d) If clause 10(c) does not apply, your liability for any loss of funds arising from an unauthorised transaction on a Nominated Account, if the loss occurs before you notify us that your Password has been misused, lost or stolen or has become known to someone else, is the lesser of:
- i) \$150;
- ii) The balance of your Nominated Account (including any pre-arranged credit); or
- iii) The actual loss at the time you notify us of the misuse, loss or theft of your Password, or of it becoming known to someone else (excluding that portion of the loss which exceeds any applicable daily or other periodic transaction limits on the Nominated Account).
- e) Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct.

#### 11. Our Liability

- a) To the extent permitted by law and the Electronic Funds Transfer Code of Conduct, we, our agents or nominated service providers will not be liable to you for any loss, including consequential damage, arising as a result of:
- i) Any breakdown or interruption in the Online Banking Service before the Online Banking Service accepts your transaction in accordance with your instructions;
- ii) Any inaccuracy, corruption of data, errors or omissions on, or in relation to, the Online Banking Service because of the operation (or failure) of the Ancillary Equipment; or
- iii) Any refusal of another party to receive a payment instruction from you.
- b) If the Online Banking Service malfunctions and you should have been aware that the Access Service was unavailable for use or malfunctioning. we will only be responsible for correcting errors in your Nominated Accounts and refunding to you any associated fees or charges.

#### 12. Transaction and Other Fees

- a) The Co-operative will advise you whether we charge any fees, and the amount of such a fee, for;
- i) Issuing your Password or any additional or replacement Password; or
- ii) Any other service provided in relation to the Online Banking Service.
- b) The Co-operative will also advise you whether it will debit any Nominated Account with government charges, duties or taxes arising out of an Online Banking Service transaction.
- c) General information on standard fees and charges is available to you on request from the Cooperative (Refer to MIG Part B: Member Rewards. Other Fees & Charges, and Transaction Limits).
- d) You are liable for any interest charge or fees and government taxes if you select an incorrect account type while using the Online Banking Service.

#### 13. Miscellaneous

- a) These Conditions of Use govern your access to Nominated Accounts using the Online Banking Service. Each transaction on an account is also governed by the terms and conditions to which that account or account access service is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to any Nominated Account or account access service. these Conditions of Use shall prevail. General descriptive information on the operation of accounts and access services is available from the Co-operative.
- b) Any transactions undertaken on your Nominated Account will appear in the next statement sent to you by the Co-operative in accordance with the terms and conditions of your Nominated Account.
- c) You agree that you will promptly notify the Cooperative of any change of address for the mailing of account statements, and other documents.
- d) The Co-operative may post all account statements and Notices to you at your registered address as provided for in the Co-operative's Rules.
- e) It is your responsibility to obtain and maintain the Ancillary Equipment required to use the Online Banking Service.
- f) You authorise us to give information about you and any Nominated Account to others in order to execute your instructions to us via the Online Banking Service, or where we reasonably think it necessary for the provision of that service. However you may instruct us not to share your information by giving us written instructions to that effect.
- g) From time to time we may advertise financial products or services on the website through which you access the service. You consent to receiving such advertising material when accessing our website or the Online Banking Service.

#### 14. Mobile Banking

Mobile Device Banking Terms and Conditions

I acknowledge and agree that Dnister Ukrainian Credit Co-operative Limited (Co-operative) will rely upon the contents of my application for Online Banking in deciding whether to extend online to me and that I shall be bound by:

- The Terms of my application.
- The Constitution of the Co-operative from time to time in force.
- The Electronic Banking Conditions of Use of the Co-operative from time to time in force.
- The Terms upon which Online Banking is made available from time to time by the Cooperative.

### **Terms ans Conditions**

I further acknowledge and agree that:

It is my sole obligation to maintain my personal mobile device or computer in proper working order to securely access online banking.

The Co-operative may in its absolute discretion:

- Refuse to accept my application; Terminate my access to Online Banking;
- Terminate Online Banking generally;
- Limit (or alter) facilities available through Online Banking either generally or to me;
- Terminate Online Banking to me at any time without notice if the Co-operative believes Online Banking is being misused either by me or any other person using my Online Banking Access Code without assigning reasons and in

any such event I shall have no claim upon the Co-operative.

In the event that Online Banking is extended to me and an Online Banking Access Code is given to me, I recognise that the Access Code will give access to details of and transactions on my Co-operative account(s) to the holder and I undertake not to divulge the Access Code to any other person. In the event that I learn any other person has become aware of the Access Code or if I lose the Access Code I shall forthwith advise the Co-operative and in such an event I may be required to pay a fee if a further Access Code is allocated to me.

The Co-operative will use its best endeavours to maintain Online Banking without being responsible for any interruptions to Online Banking and the Cooperative does not give any warranty as to when any service or transaction requested by me through Online Banking will be effected.

I acknowledge that I have read and understood the above, and accept all the terms and conditions of use for Online Banking.