



VIRGIN MONEY HUB TERMS AND CONDITIONS

November 2023

This document must be read in conjunction with your account terms and conditions, and fees and charges booklet. Together, these documents will form your complete terms and conditions for your products.

Important Information: Bank of Queensland Limited ABN 32 009 656 740 Australian Financial Services Licence No. 244616 ('BOQ') is the issuer and provider of the Hub and Mobile Hub and the Accounts accessible through the Hub and Mobile Hub. Virgin Money (Australia) Pty Limited ABN 75 103 478 897 ("Virgin Money Australia") promotes distributes the Hub and Mobile Hub and the Accounts accessible through the Hub and Mobile Hub as an authorised representative and credit representative of BOQ. Virgin Money Australia is a wholly- owned but non-guaranteed subsidiary of BOQ.

CONTENTS

1 INTRODUCTION 5

1.1 Welcome to Virgin Money Hub	5
1.2 How does this document affect you?	5
1.3 Banking Code of Practice	5
1.4 ePayments Code	5
1.5 Need to know more?	5

2 THE HUB 5

2.1 Features and benefits	5
2.2 Registration for the Hub	6
2.3 Delivery method of Statements	7
2.4 Users	8
2.5 Getting started	10
2.6 Some rules about the Hub	10
2.7 Risks	14

3 PAY ANYONE PAYMENTS 14

3.1 Establishing access to Pay Anyone	14
3.2 Processing your instructions	14
3.3 Mistaken Internet Payments	15
3.4 Unintended Payee	17
3.5 Pay Anyone and Related Account Access	17

4 BPAY PAYMENTS 17

4.1 Features and benefits	17
4.2 Getting started	17
4.3 Some rules about BPAY	17
4.4 Processing your instructions	18
4.5 BPAY Biller Limits and Restrictions	18
4.6 Delays	18
4.7 Keep records and monitor BPAY Payments	18
4.8 Privacy – BPAY	19

5 BPAY VIEW 19

5.1 Getting started	19
5.2 Some rules about BPAY View	19
5.3 Paper bills	20

5.4 Notice of bills or statements	20
5.5 What you must do	20
5.6 BPAY View billing errors	21

6 FEES 21

7 ELECTRONIC ACCESS 21

7.1 Terms and conditions of Electronic Access Methods	21
7.2 Some rules about Electronic Access Methods	21
7.3 Fees and charges	22
7.4 Availability of the Electronic Access Method	23
7.5 Warranties	23
7.6 Protecting your Electronic Access Methods	23
7.7 Protecting your PIN and other Codes	23
7.8 What to do if you think that your security has been compromised	24
7.9 Your liability for authorised transactions	25
7.10 Liability for unauthorised transactions	25
7.11 Liability caused by equipment malfunction	26
7.12 Liability under BPAY	26
7.13 No “chargebacks”	28
7.14 Indemnity	28
7.15 Limitation on our liability	28

8 GENERAL TERMS AND CONDITIONS 28

8.1 Changes to terms and conditions of Account and Payment Services.	28
8.2 Cancelling Electronic Access Methods	29
8.3 Suspending Electronic Access Methods	29
8.4 How we give you notices and other documents	30
8.5 Maintaining security	30
8.6 Covering us for loss	30
8.7 If you have a problem, complaint or dispute	30
8.8 How we may exercise our rights	31

9 DEFINITIONS 31

1 INTRODUCTION

1.1 Welcome to Virgin Money Hub

The Virgin Money Hub is operated by us exclusively for Virgin Money customers in relation to our Virgin Money Home Loan and Deposit Accounts. The terms that govern the way you deal with us through the Hub are set out in this booklet (which sets out your Hub account access) and:

- For personal transaction account(s), Virgin Money's Deposit Account Terms and Conditions and Lending, and Deposits Guide to Fees and Charges; or
- For home loans, Virgin Money's Home Loan Supplementary Terms and Conditions, Lending and Deposits Guide to Fees and Charges and your loan documents.

Our Digital Wallet Terms and Conditions also apply in relation to Digital Wallet Services (if a Card is available for your Account).

Together, those documents comprise our complete terms and conditions for the Account and Payment Services that we provide to you.

1.2 How does this document affect you?

These terms and conditions apply to your use of the Virgin Money Hub and other Electronic Access Methods to access or operate on an Account.

Unless you have already accepted or agreed to these terms and conditions, you accept and agree to these terms and conditions when you use the Hub or an Electronic Access Method for the first time.

If you are the Account holder you must pass on these terms and conditions to all other Users authorised to access or operate your Accounts and you, the Account holder, are responsible for the actions of all Users. Please contact the Customer Care Team on **13 81 51** if you require further copies of this document. Otherwise, you can access these terms and conditions anytime at virginmoney.com.au.

1.3 Banking Code of Practice

As part of our commitment to customer service, we have adopted the Banking Code of Practice (BCOP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The BCOP applies to banking services provided to customers who are "individuals" and "small businesses" as defined in it.

We will comply with the BCOP, where it applies to the banking services we provided to you.

1.4 ePayments Code

Where it applies, we will comply with the ePayments Code which regulates consumer electronic payment transactions, including ATM and Card transactions, online payments, internet and mobile payments, and BPAY (as applicable).

1.5 Need to know more?

You can contact us at any time if you would like any further information, or a copy of this document or any of our other terms and conditions by:

- calling the Customer Care Team on **13 81 51** (refer to virginmoney.com.au for hours of service);
- visiting virginmoney.com.au;
- sending us a secure message via the Hub (the Virgin Money online portal to access your accounts);
- e-mailing Virgin Money via the 'contact us' page at virginmoney.com.au; or
- writing to us at GPO Box 898, Brisbane QLD 4001.

2 THE HUB

2.1 Features and benefits

The following services are available on some of our accounts through the Hub (Virgin Money's online portal):

- account balance enquiry;
- transaction history enquiry;
- search for transaction details and export those details to your own PC;
- transfer of funds between Nominated Accounts;
- request a statement of a Nominated Account to be posted;
- view electronic versions of your statements for a Nominated Account in the Hub (eStatements);
- set your preference to no longer receive paper statements for a Nominated Account;
- pay bills using BPAY;
- have your bills delivered to you electronically using BPAY View@;

- make payments to accounts with us and at other Australian financial institutions using the Pay Anyone facility;
- schedule transfers and payments to be paid on a future date or on a recurring basis (e.g. monthly);
- define that more than one person must authorise transactions and requests carried out on your behalf;
- send secure messages to us and receive secure messages from us;
- request an increase or decrease to your daily transaction limits;
- define nicknames for Nominated Accounts;
- receive an SMS from us notifying you of various activities on Nominated Accounts;
- change your Personal Access Code; and
- disable access to the Hub for yourself.

The Hub is intended to provide you with access to our Virgin Money Home Loan and Deposit Accounts. Some accounts may not be available through the Hub. This includes but is not limited to Virgin Money Credit Cards.

2.2 Registration for the Hub

Access to the Hub is available on personal accounts. You must also be over the age of 16, or if between 12 and 16 years of age, your parent or guardian must consent to you having access to the Hub. Details of which Accounts can be nominated for access via the Hub are set out in your Account Terms and Conditions.

Before any User can access the Hub, you must apply for access to the Hub and set up a Hub Profile. Your Hub Profile will set out which Accounts can be accessed using the Hub, any daily transaction limits that will apply to Value Transactions and other access details. Customers can apply for access to the Hub by calling the Customer Care Team on **13 81 51**.

When registering for the Hub, you must nominate those Accounts that will be accessed by the Hub (Nominated Accounts). At least one Account must be nominated. You must also nominate how many people are required to authorise Hub Transactions and other requests (e.g. requests for information) where the Hub Transaction or other request has not been authorised by all Account Holders. For joint Nominated Accounts, this nomination will apply notwithstanding any contrary instructions that have been provided in relation to other access methods for Nominated Accounts provided

all joint Account holders make the same nomination. Where all joint Account holders have not given the same nomination, all joint Account holders must authorise all Hub Transactions and only joint Account holders may make other requests (e.g. requests for information).

If you have an active Hub Profile and open a new Account, you agree that the new Account you open will be added as a Nominated Account on your Hub Profile unless you request otherwise.

If any changes to, or removal of, the Accounts on the list of Nominated Accounts are required, you the Account holder will need to contact us to request such change or removal.

If the Account being added to your Hub Profile is a loan account, you acknowledge that electronic redraw will be made available if permitted by your loan General Conditions. As such you acknowledge that the following conditions apply to the electronic redraw facility:

- If there is more than one named borrower, any of the named borrowers may redraw any amount available for redraw. If we allow the redraw we need not consult you;
- you may only redraw prepaid amounts, and a minimum redraw amount applies, in accordance with the terms and conditions of your loan;
- we may impose fees and charges in connection with a redraw; and
- full terms and conditions regarding the electronic redraw facility are contained in the General Conditions for your loan.

When setting up your Hub Profile, you should be aware that if more than one person is required to authorise Hub Transactions and requests on any Nominated Account (eg 2 people are required to authorise transactions on an Account), then all Nominated Accounts on that Hub Profile must also be authorised by the same number of people (in this example, 2). It is not possible to set different numbers of Authorisers for different Accounts on the one Hub Profile.

You must also nominate an email address, which will be used by us to provide you with notifications, alerts and messages. You should notify us immediately if your email address changes by calling the Customer Care Team on **13 81 51** or writing to us. You may also provide us with a mobile phone number. A mobile number must be provided if you wish to have access to SMS Alerts, SMS Account Balance Enquiries or SMS Account Transaction Enquiries. You can find

out more about those services in sections 2.6.(e) and 2.6.(f). You should notify us immediately if your mobile phone number changes, either by calling the Customer Care Team on **13 81 51** or writing to us.

If you apply for the Hub, you will either be issued with a Customer Access Number (CAN) and temporary Personal Access Code (PAC) immediately, or you can choose to have your PAC mailed to your postal address. If there is to be more than one PAC issued (i.e. if more than one person will have access to your Hub Profile), you must phone us on **13 81 51**, and the CAN and all temporary PACs will be issued immediately.

2.3 Delivery method of Statements

When you open an account with us, we will deliver account statements for a Nominated Account in electronic (eStatements) and paper format.

You can query a transaction included on your account statement by contacting us.

(a) eStatements

You may access and view, print or download your eStatements via the Hub.

All Users who have access to your Hub Profile will be able to view your eStatements.

Please note that postal address details are not included in your

eStatements. If you require a paper copy of your statement indicating your postal address, please call our Customer Care Team on **13 81 51**.

(b) Turning off paper statements

If you no longer wish to receive paper statements on an eligible Nominated Account, you can administer this preference via the Hub.

To turn off paper statements on an eligible Nominated Account, you must be the Account holder of the Nominated Account and have Hub access. If you are a joint Account holder each joint Account holder must turn paper statements off on an eligible Nominated Account in order to “go paperless” on that Account. This means that paper statements will continue to be sent to the person(s) who ordinarily receive(s) paper statements until all joint Account holders have turned paper statements off on the eligible Nominated Account;

By turning paper statements off, you agree to the terms and conditions of this service, as set

out in this section 2.3. In the event of inconsistency, between this section 2.3 and your existing Account Terms and Conditions, this section 2.3 shall prevail.

If you set your preferences to no longer receive paper statements, you acknowledge and agree that:

- You will no longer receive paper statements for the relevant eligible Nominated Account(s);
- We will advise you that a new eStatement is available to view by sending an “eStatement alert” to the primary Account holder’s nominated email address, secure mail using our secure mail service, and SMS to the primary Account holder provided they activate “Alert for New Statements” in their SMS settings; it is the primary Account holder’s responsibility to ensure that the nominated email address to which eStatement alerts are to be sent, is valid, active and up to date; and
- It is your responsibility to check the Hub regularly for eStatements and the primary Account holder must check their email and secure mail (and SMS if “Alert for New Statements” is activated) regularly for eStatement alerts.

If you are not the primary Account holder, and are unsure who the primary Account holder is on your eligible Nominated Account(s) or which delivery address details we have on file, please call the Customer Care Team on **13 81 51**.

In order to have paper statements turned off, the primary Account holder must ensure that the nominated email address to which eStatement alerts are to be sent, is valid and active.

You (or any joint Account holder) can revert to receiving paper statements at any time by changing your statement preferences via the Hub or by calling the Customer Care Team on **13 81 51** and, if you do so, you (or the person who ordinarily received paper statements) will resume receiving paper statements on the eligible Nominated Account in the next statement cycle. Upon request, we are able to provide a paper statement of transaction details.

eStatements will be made available on the Hub in accordance with the current statement cycle for the eligible Nominated Account. The

statement cycle applicable to the eligible Nominated Account can be found in the relevant Account Terms and Conditions.

While all joint Account holders will receive eStatements on the Hub, when you turn paper statements off on an eligible Nominated Account, eStatement alerts will be sent only to the primary Account holder's nominated email address and secure mail. Your eStatement preferences will only impact delivery of statements for relevant accounts. All other notices and documents required to be sent by us under the National Consumer Credit Code, or which you have otherwise provided a nomination or consent for delivery in relation to, will continue to be sent in accordance with any other such nomination or consent you made (as applicable).

It is the primary Account holder's responsibility that their mailbox can receive eStatement alerts (eg. it has sufficient storage space available) and our email is not treated as spam.

You may access eStatements for the eligible Nominated Account in the Hub for up to 7 years from the date of the statement.

When a Nominated Account is closed, you will receive a final paper statement and your statement may no longer be available for viewing in the Hub. Accordingly, prior to closing a Nominated Account, you should download and save your statements to an electronic device for future reference.

We may, for any reason, amend and/ or cancel your statement preferences or provide a paper statement to your nominated postal address (even if you have turned paper statements off) as follows:

- to comply with our legislative obligations;
- if we are unable to provide the statements electronically; or
- if we cancel your paper statement preference due to us being unable to deliver eStatement alerts to your or the primary Account holder's nominated email address).

If this occurs, we will use reasonable endeavours to notify you.

2.4 Users

(a) Types of Hub Users

There are three types of people who can access Accounts through the Hub

- a Customer with authority to operate on the Account individually; or
- a Related Account User, who is a signatory on the Account, has authority to operate on the Account individually, and has been granted Hub access to the Account by both the Customer and us (which we will not unreasonably withhold); or
- an Authoriser, who is a signatory on an Account that requires more than one person to operate on the Account, and where Hub access has been established for each signatory to the Account.

If you are a Customer with authority to operate on the relevant Account individually, your access to the Hub will be through your unique Customer Access Number and Personal Access Code.

If you are a Related Account User, you will access the relevant Accounts through your own personal Customer Access Number and Personal Access Code (not those of the Account holder who has authorised you to have access to the Accounts). This is known as Related Account Access.

If you are an Authoriser, you will access the Hub using the Customer Access Number of the Account holder for whom you are acting, your unique User ID and your own Personal Access Code.

(b) Related Account Access

The following rules apply to Related Account Access:

- Related Account Access is not available on home loan accounts.
- The Customer must apply for Related Account Access to an Authorised Account.
- A Related Account User must be registered or become registered for the Hub and have their own Customer Access Number and Personal Access Code.
- A Related Account User will have full Hub access to the Authorised Account as if the Related Account User was the owner of the Authorised Account.
- The daily Pay Anyone limit (see section 2.6.(b)) that applies to the Customer's Hub profile does not apply to a Related Account User. A Pay Anyone Payment from an Authorised Account by a Related Account User is subject to the same daily Pay

Anyone limit that applies to the Related Account User's Hub Profile.

- The Customer can authorise a person to have Related Account Access to particular Accounts.
- You can authorise multiple Related Account Users to have Related Account Access to an Authorised Account. An Authorised Account will be treated as a Nominated Account of the Related Account User.
- Any fees or charges incurred by the Related Account User accessing the Authorised Account are payable by you.

(i) Benefits of Related Account Access

Related Account Users can use their own personal Customer Access Number and Personal Access Code to access Nominated Accounts and Authorised Accounts. You, the Account holder, do not need to register for the Hub to establish Related Account Access to an Authorised Account. You may authorise a Related Account User in addition to, or instead of, applying for access to the Hub yourself.

Related Account Users use their own Customer Access Number and Personal Access Code to access and conduct transactions on Authorised Accounts.

There is no need for you, the Account holder, to disclose your own Codes and Identifiers to a Related Account User.

Any transfers in the Hub between a Related Account User's Nominated Accounts and the Authorised Accounts are treated as transfers between Nominated Accounts, rather than transfers to Third Party Accounts.

(ii) How to apply for Related Account Access

To apply for Related Account Access to your Account, you must complete a Related Account Access application form (the form can be obtained by calling **13 81 51**). A separate application form is required for each Related Account User.

(iii) Cancellation of Related Account Access

To revoke the authority of a Related Account User, you must complete a Related Account Access cancellation request (the form can be obtained by calling **13 81 51**). A separate cancellation request is required for each Related Account User.

Upon processing your request, we will remove the Authorised Account from the Related Account User's Hub Profile. You must notify the Related Account User that his or her authority has been revoked.

If a Related Account User ceases to be a signatory on an Authorised Account, or ceases to have authority to operate that Account individually, then we will process a cancellation of the Related Account Access for that Related Account User.

(c) Authorisers

If more than one person is required to authorise Hub Transactions or requests on behalf of the Account holder, each person who is required to authorise the Hub Transactions and requests is known as an Authoriser. The following rules apply to Authorisers:

- The Account holder must apply for the Authoriser to have access to the Account holder's Hub Profile.
- Each Authoriser must sign the Account holder's application for the Hub, and must be properly identified by us, before they will be able to access the Hub. (Refer to your Account Terms and Conditions for acceptable identification methods.)
- Upon registration, each Authoriser will be issued with the Customer's Customer Access Number and their own Personal Access Code. They must also choose their own unique User ID. Each of these numbers and Codes will be required for the Authoriser to login to the Hub.
- An Authoriser will have Hub access to Nominated Accounts, however Hub Transactions and requests (such as limit increases and decreases) must be authorised by the required number of Authorisers as specified by the Account holder.
- The same daily Pay Anyone limit (see section 2.6.(b)) applies to all Authorisers required to authorise Pay Anyone Transactions on behalf of the Account holder.
- The same daily BPAY limit (see section 4.3.(b)) applies to all Authorisers required to authorise BPAY Payments on behalf of the Account holder.
- You, the Account holder, can authorise your Authorisers to have access to some of your

Accounts. All Authorisers must have access to the same Accounts.

- Any fees or charges incurred by the Authoriser accessing the Hub are payable by you, the Account holder.

(i) How to appoint an Authoriser

To appoint an Authoriser to access your Hub Profile, you, the Account holder, must complete a Hub registration form (the form can be obtained by calling **13 81 51**). The registration form will set out details of all Authorisers on your Nominated Accounts and their levels of access.

(ii) Cancellation of an Authoriser's access

To revoke the authority of an Authoriser, you, the Account holder, must complete an Update my Virgin Money Hub account form (the form can be obtained by calling **13 81 51**). Upon processing your request, we will remove the Authoriser's access to your Accounts. You must notify the Authoriser that his or her authority has been revoked.

2.5 Getting started

The system requirements to access the Hub are set out at virginmoney.com.au. Each time you login to the Hub you will need to enter your Customer Access Number and Personal Access Code. If you are an Authoriser you will also need to enter your User ID. When you first login to the Hub you will need to follow some additional steps that are not normally required as part of the login process.

When you login for the first time:

- You will need to enter the Customer Access Number we provided to you when you registered and the temporary Personal Access Code we issued to you.
- You will then be asked to select a new Personal Access Code. When selecting your Personal Access Code you should avoid using any number that could be linked to you by other persons such as your date of birth or any alphabetical code which is a recognisable part of your name.
- You will need to use your Customer Access Number together with your new Personal Access Code the next time you login to the Hub. If you are an Authoriser you will also need to use your User ID each time you login to the Hub.
- You will be able to access the Hub using your mobile phone (our Mobile Hub service)

however not all features of the Hub are available on Mobile Hub.

- If you are not already a Hub user, you will need to call the Customer Care Team on **13 81 51** to register to use the Hub before you can access Mobile Hub.
- Each time you use Mobile Hub you will need to enter your Customer Access Number, Personal Access Code and User ID (if applicable).

2.6 Some rules about the Hub

(a) Transaction authentication using a Token

You will be required to use a Token to generate an authentication code that must be input into the Hub when you conduct a BPAY Payment or a Pay Anyone Payment in excess of certain limits (set out in the Hub's Help feature). Also, you will be required to use a Token to generate an authentication code that must be input into the Hub if you decrease your Limits Package from a Limits Package that required the use of a token, to a Limits Package that does not require the use of a token. The use of the Token is based on the Limits Package that you have nominated (refer to section 2.6.(b)). If multiple Authorisers are required to authorise a transaction, only the Authoriser who has initiated the transaction will be required to use their Token.

If a Token is required for your level of Hub access, you must request to obtain a token from us by calling the Customer Care Team on **13 81 51**. You will be required to enter a Token PIN. You can then change your Token PIN at any time using the Token. You will be provided with instructions on how to use the Token when you register for the Hub or change your daily limits such that a Token will be required.

If you have a physical Token and it is lost, stolen, damaged or faulty, you must immediately or as soon as practical call the Customer Care Team on **13 81 51** to obtain a replacement Token. If your Token fails to work because you have entered your Token PIN incorrectly, you will need to call the Customer Care Team on **13 81 51** to have your Token PIN unblocked. If you experience technical issues with your Token or you are unable to locate your Token, you will need to call the Customer Care Team on **13 81 51** for assistance. Refer to our fees and charges booklet for applicable fees.

(b) Limits Package

Upon registering for the Hub, you may nominate a Limits Package that will set the daily transaction limits for BPAY Payments and Pay Anyone Payments. If you do not nominate a Limits Package, the default Limits Package will automatically apply. The default Limits Package is set out in the Hub's Help feature.

Once a Limits Package is effective, the maximum amount that all Users accessing a particular Hub profile may transfer to Third Party Accounts or Billers on any day using the Hub must not exceed the limits set out in the Limits Package.

Generally, there is no daily transaction limit for amounts transferred to another Nominated Account held in the Customer's name (including Either to Operate Accounts).

You and relevant Authorisers can request an increase or decrease to a Limits Package. Once appropriately authorised, a limit decrease is effective immediately. A limit increase may not be immediately effective. Please refer to the Hub's Help feature or call the Customer Care Team on **13 81 51** for details of when limit increases will be effective. Prior to limit increases becoming effective, Customers and Authorisers will be notified through our Hub secure message service, as well as to the Account holder's nominated email address.

You acknowledge that increasing your Limits Package may increase your liability in the event of an Unauthorised Transaction. Where the limit has been increased, an unauthorised person who knows your Customer Access Number and Personal Access Code may be able to transfer a larger amount than would have been the case under the previous limit.

We are not responsible for any limits or restrictions on transfers imposed by other institutions.

(c) Scheduled Payments

Using the Hub, you can make transfers and payments immediately or schedule transfers and payments to be made on a future date. Scheduled Payments can be made once on a future date or more than once on a periodic basis (e.g. monthly).

Transactions that may be scheduled on a future date or more than once on a periodic basis are transfers between Nominated Accounts, Single Pay Anyone Payments, and BPAY Payments.

Scheduled Payments will be made on the scheduled day, regardless of whether that day is a Business Day, provided that the payment has been correctly authorised. If a Scheduled Payment has been correctly authorised, but not until after the scheduled day, the Scheduled Payment will not be processed, unless it is a periodic payment, in which case only Scheduled Payments occurring after the correct authorisation will be processed. Immediately before processing a Scheduled Payment, the relevant Nominated Account will be checked to ensure that the Scheduled Payment may be made from that Account (e.g. that there are sufficient cleared funds) and that any daily limits will not be exceeded if the Scheduled Payment proceeds.

All Users with the required authority can view and change or delete a Scheduled Payment, regardless of who created the Scheduled Payment. If multiple Authorisers are required to authorise a Scheduled Payment, all relevant Authorisers are required to also authorise modifications to the Scheduled Payment. Any User with the required authority may delete a Scheduled Payment, even where creation or modification of the Scheduled Payment requires multiple Authorisers.

When a Scheduled Payment is processed, you will be notified of the success or failure of the payment through our Hub secure message service (viewable by all Users with access to the relevant Hub Profile). A notification will also be sent to the Account holder's nominated email address, or mobile phone number through SMS Alerts if the Account holder has requested this service.

(d) Processing your instructions

Once you provide instructions to us, they may not be able to be stopped (depending on the type of instruction). You are responsible for ensuring that you authorise transfer of the correct amount of money to the correct account. Please contact us immediately if you have made a mistake or you otherwise want to try and stop a payment and we will advise you if it is possible to stop the payment or not.

We can delay acting on an instruction if we need further information, we are required to do so by law or in order to comply with our legal or other regulatory obligations (including Card Scheme and payment system rules) or we reasonably believe that:

- doing so is necessary to prevent loss to you or us;
- the transaction may result in loss to you or us;
- the transaction would breach these terms and conditions;
- the transaction is at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, the transaction is part of a scam); or
- the transaction is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).

We will not act upon instructions when Account Terms and Conditions do not permit them.

When we have instructions for more than one payment from your Accounts at the same time or on the same date we will determine the order in which payments are made unless we have agreed otherwise with you.

Different cut-off times apply depending on what type of transfer you request.

Except for BPAY Payments and Pay Anyone Payments, Hub Transactions will be treated as received according to the table set out in the Hub's Help feature.

All Hub Transactions are deemed to have occurred on the Banking Day during which we process your instructions.

(e) SMS Alerts

You may register at any time for SMS Alerts using the Hub. You will need to advise us for which Nominated Accounts you wish to receive SMS Alerts. At the time of registering for SMS Alerts, you must nominate a Quick Access Number to identify those Nominated Accounts.

With SMS Alerts, you can choose to receive an SMS message from us to the Account holder's nominated mobile phone number when certain activities occur on Nominated Accounts. Please refer to the Hub's Help feature for details of the type of alerts available.

In order to ensure that you continue to receive SMS Alerts, you must ensure that you always keep us up to date with your current mobile phone number and advise us if your mobile phone is lost or stolen.

You should be aware that your financial details will be able to be viewed by any person who has access to your phone. You, the Account holder, can advise us of a change in mobile phone number or loss of the phone by calling us on **13 81 51** or writing to us. Only one mobile phone number may be nominated for a Hub Profile.

You can cancel SMS Alerts at any time using the Hub.

(f) SMS Account Balance Enquiries and SMS Account Transaction Enquiries

You can register at any time for SMS Account Balance Enquiries or SMS Account Transaction Enquiries using the Hub. You will need to advise us which Nominated Accounts you wish to access via SMS. At the time of registering for SMS Account Balance Enquiries or SMS Account Transaction Enquiries, you must nominate a Quick Access Number to identify those Nominated Accounts which you have elected to access via SMS.

You can choose to receive the following Account information via SMS:

- For SMS Account Balance Enquiries – the balance on any Nominated Account to which you have Hub access;
- For SMS Account Transaction Enquiries – the transaction history (last 5 transactions only) on any Nominated Account to which you have Hub access.

You can also choose to receive an SMS from us if an invalid command is included in an SMS Account Balance Enquiry or SMS Account Transaction Enquiry. Our SMS response will advise you which information was entered incorrectly. You must request this information via SMS using the mobile phone number that the Account holder has nominated. The information will be provided to you via SMS using the same mobile phone number.

In order to ensure that you continue to receive SMS Account Balance Enquiries or SMS Account Transaction Enquiries, you must ensure that you always keep us up to date with your current mobile phone number and advise us if your mobile phone is lost or stolen. You should be aware that your financial details will be able to be viewed by any person who has access to your phone. You, the Account holder, can advise us of a change in mobile phone number or loss of the phone by calling

us on **13 81 51** or writing to us. Only one mobile phone number may be nominated for a Hub Profile.

You can cancel SMS Account Balance Enquiries or SMS Account Transaction Enquiries at any time using the Hub.

Users are prohibited from using SMS Account Balance Enquiries and SMS Account Transaction Enquiries for the transmission of any defamatory, offensive, abusive, indecent or harassing material. We may revoke or cancel the User's SMS Account Balance Enquiries and SMS Account Transaction Enquiries without prior notice if we reasonably consider the User has engaged in this type of behaviour.

(g) New statement orders

Subject to section 2.3, you can request a statement, containing all transactions since your last regularly issued statement, at any time through the Hub. The statement will be mailed to the Account holder and any other person who normally receives a statement for the Nominated Account.

(h) Maintenance

Account Holders can request a new Personal Access Code, either within the Hub, or by calling the Customer Care Team on **13 81 51**. The request will have the effect of stopping the existing Personal Access Code and preventing access to the Hub by the Account holder until the new Personal Access Code is received. An Authoriser can request a new Personal Access Code, by calling the Customer Care Team on **13 81 51**. The new Personal Access Code will be effective immediately.

Account holders may request that the Personal Access Code of any User on their Hub Profile be stopped by calling the Customer Care Team on **13 81 51**. If stopping of a Personal Access Code is urgent (e.g. if there is suspicion of misuse of the Hub by a User), Account holders may call the Customer Care Team on **13 81 51** to have the Personal Access Code stopped immediately. The request will stop the Personal Access Code, preventing the Account holder or User from accessing the Hub until the Account holder requests, and is issued, a new Personal Access Code.

An Authoriser may request that their Personal Access Code be stopped by calling the Customer Care Team on **13 81 51**. The

Authoriser must request a new Personal Access Code if they wish to continue to access the Hub.

Users can send secure messages to, and receive secure messages from, the Customer Care Team using the Hub. You should note that messages sent or received through the Hub are able to be viewed by any User who has access to the relevant Hub Profile.

Each User can define the names by which they wish to identify the Nominated Accounts to which they have Hub access.

(i) Termination and suspension

The agreement for us to provide the Hub to you, the Account holder, commences on the date we accept your application and continues until it is terminated in accordance with these terms and conditions.

(i) When we can terminate your access to the Hub

We may terminate your access to the Hub if:

- no User has successfully logged into the Hub for a period of 6 months and there are no future Scheduled Payments awaiting payment; or
- all Nominated Accounts to which you had access are no longer Nominated Accounts or have been closed.

You can request that access to the Hub be reinstated (see section 2.2).

(ii) When you can terminate your access to the Hub

Account holders can cancel all Hub access to their Accounts by writing to us or calling the Customer Care Team on **13 81 51**. Account holders can request that access to the Hub be reinstated (see section 2.2).

For cancellation of access in relation to Users other than the Account holder, see section 2.4.

Authorisers can also request that we cancel their Hub access. Requests should be made by calling us on **13 81 51** or by writing to us. Access to the Hub for Authorisers may be reinstated upon request from the Account holder (if access was cancelled by the Account holder) or an Authoriser (if access was cancelled by the Authoriser) by applying via the Hub or by writing to us.

(iii) When we can suspend your access to the Hub

We can withdraw or deny any User's access to the Hub (including stopping a Personal Access Code) if:

- we can terminate your access to the Hub as set out in this section 2.6(i);
- we reasonably believe that use of the Hub may cause loss to you or us;
- we reasonably believe that the quality or security of the Hub is inadequate;
- we are required to do so by law or court order;
- if we reasonably deem your use to be inappropriate;
- we are otherwise obliged to discontinue provision of the Hub; or
- you, your agent or someone acting under your direction, is suspected of being involved in fraudulent activity in dealing with us.

2.7 Risks

(a) General

Once a transaction has been confirmed through the Hub, it may not be able to be stopped.

You, the Account holder, are liable for all debts incurred on your Account by a User as if those debts were incurred by you.

There is a risk of Unauthorised Transactions occurring on your Account because of computer or human error or fraud. Please see section 7.7 for information

about keeping your Codes secure, and section 7.10 for information about when you will be liable for Unauthorised Transactions.

Your liability for losses resulting from Unauthorised Transactions will be determined in accordance with the ePayments Code, where it applies.

You are responsible for ensuring that all details of BPAY Payments and Pay Anyone Payments made using this service are correct. If your instructions are incorrect, we will attempt to recover any incorrect payments on your behalf, but if we are unable to do so, we are not responsible for any loss you suffer as a result of your instructions being incorrect.

(b) Access by Authorisers

Authorisers have Hub access to Nominated Accounts as specified by the Account holder. In addition, Authorisers (if they have been granted this right) are able to further delegate their Hub access rights to other persons (including persons that you do not know). You, the Account holder, should consider carefully the implications of providing Users with Hub access.

(c) Related Account Access

A Related Account User has full Hub access to the Authorised Account as if the Related Account User was the owner of the Authorised Account. You, the Account holder, should consider carefully the implications of providing Related Account Access.

The daily Pay Anyone limit that you, the Account holder, apply to your Hub Profile does not apply to a Related Account User (see section 2.6.(b) for information on setting up a daily Pay Anyone limit). A transaction performed on an Authorised Account by a Related Account User is subject to the same daily Pay Anyone limit that applies to the Related Account User's own Hub profile. For example, Ann has registered for the Hub and has set up a daily Pay Anyone limit of \$2,500. If Ann authorises a Related Account User to access her Account and the Related Account User has set up a daily Pay Anyone limit of \$5,000, the Related Account User's daily Pay Anyone limit will apply to any Pay Anyone Payments made from Ann's Account by the Related Account User.

The Related Account User will be able to conduct Pay Anyone Payments up to \$5,000 in any one day, whereas Ann will only be able to conduct Pay Anyone Payments up to \$2,500.

3 PAY ANYONE PAYMENTS

3.1 Establishing access to Pay Anyone

You may apply for access to Pay Anyone by applying for a Limits Package that allows Pay Anyone Payments. Once your daily Pay Anyone limit becomes effective, you can make single Pay Anyone Payments up to the amount of your Pay Anyone limit in any one day.

3.2 Processing your instructions

Pay Anyone Payments will be treated as received according to the table set out in the Hub's Help

feature, available once you have logged onto the Hub.

It is your responsibility to ensure that the account details you provide are correct or your payment may be unsuccessful or may be paid to an unintended account. We do not check that the details you provide are correct (for example that the name and account number match), and rely solely on the account number details to process your transaction.

3.3 Mistaken Internet Payments

This section 3.3 only applies to Mistaken Internet Payments where the ePayments Code applies.

The tables below set out the process we will follow under the ePayments Code if you make or receive a Mistaken Internet Payment.

If no request has been made by another financial institution and we reasonably believe that a Mistaken Internet Payment has occurred, we may restrict access to those funds in your Account while we conduct further investigations. If you receive Services Australia income support payments or Department of Veterans' Affairs payments or any other payment to which the Code of Operation: Recovery of Debts applies ('protected payment'), we will not debit in excess of 10% of any protected payment deposited to your Account to refund the Mistaken Internet Payment to the payer's financial institution. This does not prevent us from freezing the Mistaken Internet Payment funds or other funds held in your Account that are not derived from a protected payment and using those funds to return the Mistaken Internet Payment.

If you notify us of a Mistaken Internet Payment you have made or received or raise a complaint in respect of a Mistaken Internet Payment, we will deal with the complaint under our internal dispute resolution procedures and will not require you to complain to the other financial institution involved in processing the Mistaken Internet Payment. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority. Please refer to the 'If you have a Problem, Complaint or Dispute' section for more information.

Resolving Mistaken Internet Payments

If you made a Mistaken Internet Payment	If you receive a Mistaken Internet Payment
Funds are available and a report is made within 10 Business days	
If we and the receiving financial institution are satisfied that you made a Mistaken Internet Payment, the receiving financial institution must return the funds to us. This may take up to 10 Business days	If we are satisfied that a Mistaken Internet Payment has occurred, we will place a hold on the funds in your Account and proceed to return the funds to the sending financial institution. This may take up to 10 Business days.
If the receiving financial institution is not satisfied that you made a Mistaken Internet Payment, they may ask for the recipient's consent to return the funds to us.	If we are not satisfied that you received a Mistaken Internet Payment, we may ask for your consent to return the funds
If we receive the funds back from the recipient, we will return the funds to you as soon as practicable.	
If we are not satisfied that you made a Mistaken Payment, we will not take any further action	

Resolving Mistaken Internet Payments

If you made a Mistaken Internet Payment	If you receive a Mistaken Internet Payment
Funds are available and a report is made between 10 Business days and 7 months	
The receiving financial institution has 10 Business days to investigate.	We have 10 Business days to investigate.

If you made a Mistaken Internet Payment	If you receive a Mistaken Internet Payment
If satisfied a Mistaken Internet Payment has occurred, they will place a hold on the funds and give the recipient 10 Business days to establish that they are entitled to the funds.	If we are satisfied that a Mistaken Internet Payment has occurred, we will place a hold on the funds and give you 10 Business days to establish that you are entitled to those funds.
If the recipient cannot establish that they are entitled to the funds, the funds will be returned to us. We will return the funds to you as soon as possible.	. If you cannot establish that you are entitled to the funds within 10 Business Days of being notified of the Mistaken Internet Payment, we will return the funds to the sending financial institution.
If the receiving financial institution is not satisfied that a Mistaken Internet Payment has occurred, the receiving financial institution may seek consent from the recipient to return the funds to us.	If we are not satisfied that a Mistaken Internet Payment has occurred, we may seek your consent to return the funds to the sender.
If we are not satisfied that you made a Mistaken Internet Payment, we will not take any further action.	

Resolving Mistaken Internet Payments

If you made a Mistaken Internet Payment	If you receive a Mistaken Internet Payment
Funds are available and report is made after 7 months	
The receiving financial institution will ask if the recipient consents to the funds being returned.	We will ask if you consent to the funds being returned to the sender.

If you made a Mistaken Internet Payment	If you receive a Mistaken Internet Payment
If we receive the funds back from the recipient, we will return those funds to you as soon as possible	
Sufficient funds are not available to return the full Mistaken Internet Payment	
If we and the receiving financial institution are satisfied there has been a Mistaken Internet Payment, but there are insufficient funds available in the recipient's account to return the full amount of the Mistaken Internet Payment, the processes described above may apply in relation to any funds that are available in the account.	If we and the sending financial institution are satisfied there has been a Mistaken Internet Payment but there are insufficient funds available in your Account to return the full amount of the Mistaken Internet Payment, we may apply the processes described above in relation to the available funds.
The receiving financial institution has a discretion in deciding whether it should pursue a full or partial, or no return of funds.	We have a discretion in deciding whether we should pursue a full or partial, or any, return of funds.
If the receiving financial institution determines to exercise its discretion to pursue the full return of funds, it must use reasonable endeavours to retrieve them from the recipient.	If we determine to exercise our discretion to pursue the full return of funds, we will use reasonable endeavours to retrieve the funds from you.
	Where we consider it appropriate, acting reasonably, we may debit any funds in any other account you have with us to retrieve the Mistaken Internet Payment (or some of it) from you.

3.4 Unintended Payee

If you are the recipient of a Mistaken Internet Payment, you authorise us to withdraw the funds from your Account and return the funds to the payer's financial institution in accordance with our obligations under the ePayments Code. This applies even if the ePayments Code does not apply to you, your Account or your Electronic Access Methods (for example, where they are designed primarily for use by a business and established primarily for business purposes).

3.5 Pay Anyone and Related Account Access

The daily Pay Anyone limit that you, the Account holder, apply to your Hub Profile does not apply to a Related Account User. A transaction performed on an Authorised Account by a Related Account User is subject to the same daily Pay Anyone limit that applies to the Related Account User's own Hub Profile. Refer to section 2.4.2 for further information on Related Account Access.

4 BPAY PAYMENTS

4.1 Features and benefits

BPAY is a simple and convenient way to pay your bills 24 hours a day, 7 days a week. When you see the BPAY symbol on a bill you can pay that bill using, the Hub or Mobile Hub.

4.2 Getting started

You do not need to register for BPAY.

Simply login to the Hub and select "Pay Bill (BPAY)" from the menu.

To make a BPAY Payment you will need to provide:

- the Biller code or reference number from the bill;
- your customer reference number with that Biller, for example your account number;
- the amount you want to pay; and
- the Nominated Account from which you want the payment to be made.

Once this information is provided, we will treat your instructions as valid and will debit the Nominated Account accordingly.

We are not obliged to effect a BPAY Payment if it is not made in accordance with these terms and conditions or if the information given is incomplete or inaccurate.

4.3 Some rules about BPAY

(a) Accounts that BPAY Payments can be made from:

- BOQ, the provider of the Hub, is a member of BPAY (which includes BPAY View as described in section 5). You can ask us to make payments on your behalf to Billers). We will give you notice if BOQ ceases to be a member of BPAY;
- Refer to your Account Terms and Conditions for Accounts that BPAY Payments can be made from (subject to minimum withdrawal restrictions);
- The account must be registered as a Nominated Account for the purposes of the Hub in order to make a BPAY Payment from it.

(b) Daily transaction limits

Daily transaction limits for the Hub are described in section 2.6.(b). In any day the total amount you transfer for BPAY Payments must not exceed these limits. These daily transaction limits are separate from and in addition to any other daily transaction limit for the Hub.

We are not responsible for any limits or restrictions on transfers imposed by other institutions.

(c) Increasing your daily BPAY limit for the Hub

Customers can increase their daily BPAY limit at any time by:

- applying through the Hub; or
- by calling the Customer Care Team on **13 81 51**.

Your new (increased) limit will be effective immediately if it is increased over the phone however it will take 2 calendar days to take effect if changed via the Hub.

Your new (increased) daily BPAY limit applies to all Users. You, the Account holder, acknowledge that increasing your daily BPAY limit may increase your liability in the event of an Unauthorised Transaction.

(d) Reducing your daily BPAY limit for the Hub

You can reduce your daily BPAY limit to a lower limit or a zero limit at any time by:

- applying through the Hub; or
- by calling the Customer Care Team on **13 81 51**.

Your new (reduced) daily BPAY limit will be effective immediately.

Your new (reduced) daily BPAY limit applies to all Users.

4.4 Processing your instructions

Once you make final payment instructions they cannot be stopped. You are responsible for ensuring that you authorise payment of the correct amount of money to the correct Biller account.

You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment) when instructing us to make a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your account.

Section 7 describes when and how we will arrange for such a BPAY Payment to be refunded to you.

If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you need to pay, you can make another BPAY Payment for the difference.

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.

We will not act on an instruction when the terms and conditions of your accounts do not permit them.

You must comply with the terms and conditions applying to your Nominated Account to the extent that those terms are not inconsistent with or expressly overridden by this section. If there is any inconsistency between the terms and conditions applying to your Nominated Account and this section, this section will apply to the extent of that inconsistency.

When we have instruction for more than one payment from your Accounts at the same time or on the same date we will determine the order in which payments are made unless we have agreed otherwise with you.

Billers participating in BPAY have agreed that they will treat BPAY Payments you make as received by the Biller according to the table set out in the Hub's Help feature.

4.5 BPAY Biller Limits and Restrictions

BPAY Billers may impose minimum and maximum transaction amounts for BPAY Payments.

BPAY Billers may not accept payments from all account types.

4.6 Delays

Delays may occur in processing a BPAY Payment where:

- there is a public or bank holiday on the day after you tell us to make the BPAY Payment;
- you tell us to make a BPAY Payment either on a day which is not a Business Day or after the time listed on the Hub's Help feature;
- another financial institution participating in BPAY does not comply with its obligations under BPAY; or
- a Biller fails to comply with its obligations under BPAY.

While it is expected that any delay in processing for any of these reasons will not continue for more than one Business Day, such delays could continue for a longer period.

We are not responsible for such delays. Once we process your instructions, any delays are outside our control. We are not responsible to you for any losses or expenses incurred by you as a result of delays in processing a BPAY Payment to the extent caused by circumstances beyond our reasonable control.

If we are advised that a Biller cannot process a BPAY Payment, we will:

- tell you via your nominated alert (e.g email or sms). We will also send you a notification via the Hub messaging system.
- credit your Account with the amount of the BPAY Payment; and
- take all reasonable steps to assist you in making that BPAY Payment as quickly as possible.

4.7 Keep records and monitor BPAY Payments

We will attempt to make sure that your BPAY Payments are processed promptly by the participants in BPAY, including those Billers to whom your BPAY Payments are to be made.

You should check your statements of account for your Nominated Accounts carefully. You must tell us promptly if:

- you become aware of any delays or mistakes in processing your BPAY Payments;
- you did not authorise a BPAY Payment that has been made from your Nominated Account; or
- you think that you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters. If the transaction is an Unauthorised Transaction, liability will be determined in accordance with section 7.10. Otherwise, except as set out in section 7.12, we will not be liable for any loss or damage you suffer as a result of using BPAY.

The longer the delay between when you tell us of the error and the date of your BPAY Payment, the more difficult it may be to correct the error. For example, we or your Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

4.8 Privacy – BPAY

If you make a BPAY Payment, you agree to us disclosing to Billers nominated by you and if necessary the entity operating BPAY (BPAY Pty Ltd) and any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited (provider of the electronic systems needed to implement BPAY):

- personal information (for example your name, address and the fact that you are our customer) that is necessary to facilitate your registration for or use of BPAY;
- transactional information that is necessary to process your BPAY Payments and your use of BPAY View. Your BPAY Payment information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View will be disclosed to the Biller; and
- that an event mentioned in section 5.3 (b) - 5.3 (f) has occurred.

You must notify us if any of your personal information changes and you consent to us or Virgin Money Australia disclosing your updated personal information to all other participants in BPAY, as necessary.

You can request access to your information held by us or Virgin Money Australia or directly from BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed below or by referring to the procedures set out in the privacy policy of the relevant entity.

Privacy Officer info@bpay.com.au

BPAY Pty Ltd ABN 69 079 137 518

Cardlink Services Limited ABN 60 003 311 644

PO Box 3545 Rhodes NSW 2138

Our and Virgin Money Australia's privacy policy, along with the privacy policies of BPAY Pty Ltd and Cardlink Services Limited contain information about how you may complain about a breach of the Privacy Act 1988 (Cth) and the process by which your complaint will be handled.

If your personal information detailed in this section is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment.

5 BPAY VIEW

5.1 Getting started

BPAY View is a scheme through which you can receive or access bills or statements electronically from participating Billers nominated by you.

You need to register in order to use BPAY View for each Biller from whom you wish to receive your bill electronically. Register by logging into the Hub at virginmoney.com.au and selecting to view bills from nominated Billers using BPAY View. You can also cancel your registration for each Biller at any time using the Hub.

5.2 Some rules about BPAY View

If you register for BPAY View, you:

- (a) agree to us disclosing to the Biller nominated by you:
 - (i) your personal information (for example your name, email address and the fact you are our customer) as is necessary to enable the Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
 - (ii) that an event in section 5.3(b),(c), (d), (e) or (f) has occurred.
- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, the Hub and any link to a bill or statement in connection with BPAY View;
- (c) state that, where you register to receive a bill or statement electronically through BPAY View, you are entitled to receive that bill or statement from the applicable Biller;
- (d) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller; and

(e) to give you bills and statements. For the purposes of this section we are the agent for each Biller nominated by you under (a) above.

You must notify us, if any of the personal Information you have provided to us which we use to allow you to participate in BPAY changes and you consent to us disclosing your updated information to all other participants as necessary under the BPAY rules and requirements.

You can request access to your information held by us, BPAY Pty Ltd or its agents, Cardlink Services Limited.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested use of BPAY View.

You can deregister a Biller at any time and the Biller will be removed from your list of Billers and you will no longer receive electronic bills from that Biller. It will take approximately two business days for the biller to process the de-registration request.

5.3 Paper bills

You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- (a) 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);
- (b) if you or a Biller deregister from BPAY View;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our service or a link to a bill or statement for any reason; or
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for an extended period.

We accept no liability to provide you with a paper bill or statement in any of these circumstances unless we are the Biller.

5.4 Notice of bills or statements

You will be notified of receipt of a bill or statement through the Hub's secure message service, as well as to the nominated email address.

You agree that when using BPAY View:

(a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:

(i) when you receive confirmation that your server has received the email notification, whether or not you choose to access your email; and

(ii) at the email address nominated by you;

(b) if you receive notification on the Hub without an email then the bill or statement is received by you:

(i) when a notification is posted on the Hub, whether or not you choose to access the Hub; and

(ii) on the Hub;

(c) bills and statements delivered to you, unless deleted by you, remain accessible through the Hub for the period determined by the Biller up to a maximum of 18 months after which they will be deleted, whether paid or not; and

(d) you will contact the Biller if you have any queries in relation to bills or statements.

5.5 What you must do

You must:

- (a) check your emails or the Hub on a regular basis;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or the Hub or a link to a bill or statement for any reason; and
- (d) ensure your mailbox can receive emails (e.g. it has sufficient storage space available).

Unless expressly provided for in these terms and conditions we are not responsible for arranging for or ensuring that any Biller you nominate will make bills and statements available to you. If you fail to receive bills and statements from a Biller or the bill or statement is not available to be viewed using BPAY

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

Unless expressly provided for in these Terms and Conditions we are not responsible for the payment of a received bill by a Biller. It is your responsibility to make timely payments and adhere to the Biller's payment time frames.

5.6 BPAY View billing errors

A BPAY View billing error means any of the following:

- (a) if you successfully registered with BPAY View:
 - (i) failure to give you a bill (other than because you failed to view an available bill);
 - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
 - (iii) giving a bill to the wrong person; or
 - (iv) giving a bill with incorrect details;
- (b) if your BPAY View deregistration has failed for any reason: giving you a bill if you have unsuccessfully attempted to deregister. You agree that if a billing error occurs:
 - (i) you must immediately upon becoming aware of the billing error take all reasonably steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
 - (ii) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.

You agree that for the purposes of section 5.6, you, the Account holder, are responsible for a billing error if the billing error occurs as a result of any act or omission by a User or the malfunction, failure or incompatibility of computer equipment the User is using at any time to participate in BPAY View.

6 FEES

Details of fees payable for all services described in these Terms and Conditions are set out in Virgin Money's Lending and Deposits Guide to Fees and Charges.

7 ELECTRONIC ACCESS

7.1 Terms and conditions of Electronic Access Methods

You are bound by these terms and conditions relating to the use of Electronic Access Methods when you first use the Hub or another Electronic Access Method to access or operate on an Account.

7.2 Some rules about Electronic Access Methods

(a) When these rules apply

These rules apply when a User uses a Card (where a Card is available for your Account), Identifier or Code to access your Accounts. Examples of Electronic Access Methods are:

Using a Card and PIN (where a Card is available for your Account) at ATMs and EFTPOS terminals; and using a Customer Access Number and Personal Access Code (and in the case of an Authoriser for the Hub, a User ID) to access your Account or conduct Hub Transactions.

(b) Access to Nominated Accounts

Unless you or a User has notified us that the components of an Electronic Access Method have been misused, lost or stolen or the security of a Code has been breached, you, the Account holder, agree that we are entitled to allow operations on your Nominated Accounts where the correct Identifiers and Codes have been provided.

(c) Nominating Accounts for Electronic Transactions

You, the Account holder, must specify Nominated Accounts at the time you apply for the Electronic Access Method. You can nominate different accounts for different Electronic Access Methods but you must nominate at least one account for each access method.

You, the Account holder, can make a written application to us to alter the Nominated Accounts at any time. A valid alteration will be effective upon our processing of the request. We will process such requests as soon as reasonably practicable and we will provide written confirmation to you when any alterations are made to the Nominated Accounts.

If you notify us in writing of the deletion of an account from your list of Nominated Accounts, we will no longer be entitled to debit or credit that Nominated Account using the specified Electronic Access Method.

You can only perform transactions on an account that has been nominated for access using the particular Electronic Access Method. Third Party Accounts cannot be registered as Nominated Accounts for the Hub.

The Hub allows Customers to transfer funds from Nominated Accounts held in their name to Third Party Accounts. For the purposes of these terms and conditions, a joint Account which is an Either to Operate Account is treated as an Account held in the Customer's name.

(d) You should check your instructions

As Hub Transactions will be made as per your instructions, you must ensure that you provide the correct details.

We are not required to, and do not, check that the BSB number, account number or credit card account number correspond with the financial institution and account name of the payee provided by you.

Any error in these details may result in a transfer being made to an incorrect payee or the transfer not being made at all. We are not responsible for any inaccuracy in instructions given by you.

Your instruction will not be processed if:

- all necessary information is not provided;
- there are insufficient available funds in your Account from which the funds are to be transferred;
- the amount of the transfer means that the relevant daily transaction limit will be exceeded for that day;
- the amount of the transfer is less than the minimum deposit requirements of the Account type to which the funds are to be transferred where that Account is a Virgin Money® account;
- the amount of the transfer is less than the minimum withdrawal requirements of the Account type from which the funds are to be transferred;
- there is a restriction recorded against the Account from which the funds are to be transferred which prevents the funds transfer; or
- we are restricted or prohibited by law, regulation, the requirement of a government or similar authority (including Reserve Bank of Australia) or industry code from permitting the transfer to occur.

Valid instructions or transactions may not be able to be stopped or countermanded by you after they have been initiated through an

Electronic Access Method (depending on the nature of the transaction).

If we have processed your instructions and then we are notified by the receiving financial institution that the funds cannot be deposited into the account you have nominated, we will return the funds to the account from which the funds were transferred less any fees incurred.

If we make a transfer to a person which is not in accordance with your instructions or which exceeds the amount requested in your instructions, we will credit your account with the amount of that transfer or the difference between the amount transferred and your instructions.

To help ensure that you know when or if your instructions have been successfully completed, you should:

- ensure that you have received a receipt number and the time and date of the transaction; and
- confirm with the payee that your transfer has been received.

(e) Transacting on Nominated Accounts

Account information accessed using the Hub will generally reflect the position of the Account at that time, except for transactions we have not processed yet (including uncleared cheques, cheques cleared (as applicable) and direct debits processed by us that day). In addition, if you give us a transfer instruction after the relevant cut-off time, the account balances may not reflect the transaction until the close of business on the next Bank Business Day.

Where the Electronic Transaction is conducted using Mobile Hub, you may obtain a receipt by email at the end of the Electronic Transaction.

7.3 Fees and charges

Fees and charges for conducting transactions using Electronic Access Methods are contained in the Lending and Deposits Guide to Fees and Charges.

You, the Account holder, agree to pay all fees and charges referred to in the preceding paragraph, government charges, taxes and duties that can be imposed in respect of your use of the Electronic Access Method.

We will debit all fees and charges (as applicable) for all Electronic Access Methods from the account from which the transfer is made. The fees

are charged to the account on the last day of each month.

You, the Account holder, are responsible for any telecommunication charges and Internet service provider charges to enable you to access an Electronic Access Method.

7.4 Availability of the Electronic Access Method

We will use reasonable efforts to ensure that you can access Nominated Accounts using the Hub and Mobile Hub 24 hours a day, other than during scheduled maintenance and downtime, which we will aim to conduct outside of normal business hours.

We will maintain electronic access to Nominated Accounts unless:

- our Electronic Equipment malfunctions or is unavailable;
- at least one of your Accounts is overdrawn or will become overdrawn without prior arrangement with us;
- we reasonably believe that access to the Electronic Access Method may cause loss to you or to us;
- we reasonably believe that the security of the Electronic Access Method or our systems has been compromised;
- access is unavailable due to electrical short circuit, power failure, telecommunications failure or fault, industrial dispute, act of God or other causes beyond our control; or
- access is unavailable due to emergency or unscheduled maintenance.

If, due to a service fault or difficulty with the Hub, you do not receive confirmation that the service has received your instructions, you must notify us by calling the Customer Care Team on **13 81 51**.

7.5 Warranties

We do not warrant that the Electronic Access Method will be available at all times, will be uninterrupted, or error-free.

7.6 Protecting your Electronic Access Methods

The security of a PIN, Personal Access Code and Token is important as anyone who has them may be able to make transactions on Nominated Accounts. You must make every effort to ensure that your Codes and Tokens are not misused, lost or stolen.

7.7 Protecting your PIN and other Codes

(a) Protecting your PIN (where a Card is available for your Account)

When you select a PIN we suggest that you select a PIN that can be remembered without needing to record it. You must avoid using any number Code that represents your date of birth or any alphabetical code which is a recognisable part of your name.

When you select a PIN, you should test it to ensure that it has been successfully established. To protect your PIN, you should:

- try to memorise it;
- destroy any letter from us telling you the PIN;
- make sure that nobody watches you entering your PIN; and
- make sure that you do not leave anything behind when you complete a transaction.

You must take special care if you decide to record a memory aid for a PIN. A PIN must not be written or recorded on the Card or recorded on anything carried with the Card or liable to loss or theft simultaneously with the Card unless you make a reasonable attempt to protect the security of the PIN.

You must not write or indicate the Token PIN on your Token unless you make a reasonable attempt to protect the security of the Token PIN.

A reasonable attempt to protect the security of a PIN record includes making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, including by:

- hiding or disguising the PIN record among other records;
- hiding or disguising the PIN record in a place where a PIN record would not be expected to be found;
- keeping a record of the PIN record in a securely locked container; or
- preventing unauthorised access to an electronically stored record of the PIN record.

(b) Protecting other Codes

To protect your Codes, you should:

- memorise them;
- destroy our letter telling you your Code;
- if you select your own Code, not select a number or word that represents your date

of birth or an alphabetical code which is a recognisable part of your name;

- make sure that nobody watches you or hears you when you are entering or using your Codes at Electronic Equipment;
- make sure that you do not leave anything behind when you complete a transaction; and
- change your Codes regularly.

You must take special care if you decide to record a memory aid for a Code.

Where a device is also needed to perform a transaction, a Code must not be written or recorded on a device or on anything carried with or liable to loss or theft simultaneously with a device unless you make a reasonable attempt to protect the security of the Code.

Where a device is not needed to perform a transaction, you must not keep a written record of all Codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the Codes.

A reasonable attempt to protect the security of a Code record includes making any reasonable attempt to disguise the Code within the record, or prevent unauthorised access to the Code record, including by:

- hiding or disguising the Code record among other records;
- hiding or disguising the Code record in a place where a Code record would not be expected to be found;
- keeping a record of the Code record in a securely locked container; or
- preventing unauthorised access to an electronically stored record of the Code record.

7.8 What to do if you think that your security has been compromised

(a) Tell us immediately

You must immediately notify us if a record of your Code or your Token is lost or stolen or you suspect that Unauthorised Transactions have been made on your Nominated Account.

The best way to make a report is to call the Customer Care Team on **13 81 51**.

Where our telephone reporting service is unavailable, you should report the loss, theft or

misuse by contacting us through our secure message service within the Hub.

You will need to give us all relevant information so that we can suspend access to your accounts using that Electronic Access Method. You must confirm in writing any notice given to us by telephone, which will help us to effectively deal with the report.

However, a failure to do so will not affect your liability for Unauthorised Transactions.

We will give you an acknowledgment (which may include a notification number) that you should retain as evidence of the date and time of the report. We will be liable for all losses that result from Unauthorised Transactions occurring after you tell us that the Electronic Access Method has been misused, lost or stolen.

If you unreasonably delay in notifying us of the misuse, loss or theft, you may be liable for all of the actual losses that occur between when you became aware of (or should reasonably have become aware of) the misuse, loss or theft and when you actually notified us.

If you are unable to make a report to us because our facilities are unavailable, you are not liable for any Unauthorised Transaction that could have been avoided if you were able to tell us. However, you must tell us of the misuse, loss or theft within a reasonable time after our facilities become available again.

(b) Change your Codes

If you notify us of a breach of security of a Code you must not continue to use that Code and must change, or arrange for us to change, that Code as soon as possible to prevent possible loss of funds. You can do this by:

- changing your Hub Personal Access Code at any time using the Hub;
- disabling your Hub access at any time using the Hub or by calling the Customer Care Team on **13 81 51**; or
- changing your Token PIN at any time using the Token.

(c) Terminate your access

We can terminate your access to an Electronic Access Method or cancel a Code without notice if there has been a misuse or we reasonably suspect misuse of the Code or use of the Electronic Access Method in breach of

these terms and conditions which poses a material risk of loss to you or us.

7.9 Your liability for authorised transactions

You, the Account holder, will be liable for losses resulting from transactions that are performed by you or that are performed with your knowledge and consent, or that you are taken to have authorised under these terms and conditions or our Digital Wallet Terms and Conditions.

You are taken to have authorised a person to transact on your Account, and any transactions performed by a person are taken to have been authorised by you, if:

- for any device on which you have registered your Card in a Digital Wallet Service:
 - you allow or have allowed the person to register their Biometric Identifier on the device; or
 - you share or have shared your device passcode with the person; or
- you register your Card in a Digital Wallet Service on an Eligible Device on which the person has registered, or has the ability to register without your consent, their Biometric Identifier or for which the person knows the device passcode.

7.10 Liability for unauthorised transactions

(a) When you are not liable

You, the Account holder, will not be liable for losses that you incur or suffer that:

- are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements or of Merchants or of their agents or employees;
- relate to any forged, faulty, expired or cancelled component or part of an Electronic Access Method (eg a Token or PIN);
- arise before you or a User receive a Token or receive or select a Code, including a replacement or reissued Token or Code;
- result from the same Electronic Transaction being incorrectly debited more than once to the same Nominated Account;
- result from an Unauthorised Transaction that occurs after you have notified us that a Token has been misused, lost or stolen or that the security of any Code has been breached; or

- result from an Unauthorised Transaction if it is clear that you and any Users have not contributed to the losses; or
- result from an Unauthorised Transaction that can be made using an identifier without a Code. Where a transaction can be made using a device (including a Token), but does not require a Code, you will be liable only if you unreasonably delay reporting the loss or theft of the device to us.

(b) When you have limited liability

This section applies only where the ePayments Code applies to the relevant transaction.

If a Code was required to perform the transaction and it is not clear whether you or a User contributed to the loss caused by an Unauthorised Transaction, the amount of your liability will be limited to the lesser of:

- \$150; or
- the balance of the Nominated Account(s) (including any pre-arranged credit) from which value was transferred in the Unauthorised Transaction; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Token or of the Codes becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

(c) When you are liable

If we can prove that you or a User contributed to the loss arising from the Unauthorised Transaction:

- through fraud;
- by voluntarily disclosing any of the Codes to anyone including a family member or friend;
- by keeping a record of a PIN on the relevant Card or Token or on anything carried with the relevant Card or Token or liable to be lost or stolen with the Token without making a reasonable attempt to protect the security of the PIN;
- by keeping a record of a Code on any relevant device needed to perform the transaction or anything carried with or liable to loss or theft simultaneously with the device, or by recording all Codes required to perform the transaction without any device on any articles, without making a reasonable attempt to protect the security of the Code;

- by selecting a numerical Code which represents your or a User's birth date, or an alphabetical code which is a recognisable part of your or their name, after we have asked that person not to select such a Code and explained the consequences of doing so; or
- by otherwise acting with extreme carelessness in failing to protect the Codes,

you, the Account holder, will be liable for the actual losses that result from an Unauthorised Transaction which occur before we are notified of the loss, theft, or misuse of the Electronic Access Method or breach of Code security, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominated Account(s) or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the losses incurred on any Nominated Account which exceeds the balance of that Nominated Account (including any pre- arranged credit); and
- that portion of losses incurred on any accounts which you and we had not agreed could be accessed using the relevant Electronic Access Method.

Where more than one Code is required to perform a transaction, in the circumstances set out above relating to Codes, if you or a User did the relevant act in relation to one or more of the Codes but not all of them, you will only be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that the relevant act was more than 50% responsible for the losses, when assessed together with all the contributing causes.

(d) Liability for unreasonably delaying notification

If we can prove on the balance of probability, that you contributed to a loss caused by an Unauthorised Transaction by unreasonably delaying notification of:

- the misuse, loss or theft of your Card or Token;
- a breach of the security of your or a User's Code, You, the Account holder, will be liable for the actual losses which occur

between the time when you became aware (or should reasonably have become aware) of the breach and when we were actually notified, except for:

- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Nominated Account(s) or the relevant Electronic Access Method;
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that portion of the losses incurred on any Nominated Account which exceeds the balance of that Nominated Account (including any pre- arranged credit); or
- losses incurred on any accounts which you and we had not agreed could be accessed using the relevant Electronic Access Method.

7.11 Liability caused by equipment malfunction

We are responsible to you for any loss caused by a failure of our Electronic Equipment to complete a transaction accepted by that Electronic Equipment in accordance with your or a User's instructions.

However, if you or a User were aware, or should reasonably have been aware, that our Electronic Equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the Nominated Account and refunding any charges or fees imposed as a result.

7.12 Liability under BPAY

(a) Our liability

Except as described in this section 7.12, we will not be liable for any loss or damage you suffer as a result of using BPAY.

(b) Your liability

Despite any other section of these Terms and Conditions, if you are liable under this section 7.12 for an unauthorised or fraudulent payment, or as a result of a BPAY View billing error, and the ePayments Code applies, then your liability is limited to the lesser of:

- the amount of that unauthorised or fraudulent payment; or
- the limit (if any) of your liability set out in the terms and conditions applying to your Nominated Account.

If (ii) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

(c) Unauthorised payments

If you tell us that a BPAY Payment made from your Nominated Account is unauthorised, you should first give us your written consent, addressed to the Biller who received that BPAY Payment, allowing us to get from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such other information as we reasonably require to investigate the BPAY Payment. If you do not give us that consent, the Biller is not permitted by law to disclose to us the information we need to investigate or rectify that BPAY Payment. If it is found that a BPAY Payment was made in accordance with a payment direction, which we believed to be from you or made on your behalf, but which you did not in fact authorise, we will credit your Nominated Account with the amount of that unauthorised payment. However, you must pay us the amount of that payment if:

- (i) we cannot recover the amount from the person who received it within 20 Business Days of our attempting to do so; and
- (ii) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.

(d) Fraudulent payments

Our acceptance of your instruction to pay a Biller does not generally protect you against the possibility of fraud by that Biller or some other party involved in BPAY. Although we will assist you to pursue a refund, you could ultimately bear the loss. The immediate and irrevocable nature of the payment instruction means that you need to exercise care about the Biller you deal with, the security of your Code and the accuracy of your instructions to us. If a BPAY Payment is induced by the fraud of a person involved in BPAY, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss

unless some other person involved in BPAY knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

(e) Mistaken payments

You must be careful to ensure that you tell us the correct amount you wish to pay via BPAY. If you instruct us to make a BPAY Payment and later discover that the amount you instructed us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the shortfall. The additional BPAY Payment will be treated as a separate transaction.

If you discover that the amount you instructed us to pay was more than the amount you needed to pay, you can ask us to request a reversal of the initial payment from the Biller on your behalf, and if this occurs, you can make a second payment for the correct amount. If you discover that a BPAY Payment has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your Nominated Account was debited for the amount of that payment, we will credit that amount to your Nominated Account. However, if you were responsible for a mistake resulting in that payment, and we are unable to recover the payment from the person who received it within 20 Business Days of us attempting to do so, you must pay that amount to us.

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.

(f) Consequential loss

This section does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which BOQ has subscribed (including the ePayments Code). If those laws or that code would make this section illegal, void or unenforceable or this section imposes an obligation or liability which is prohibited by those laws or that code, the section is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in

contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent. The amount of any such loss or damage will be limited to the cost of resupplying the service or paying for the resupply of that service.

(g) Resolution principles

If a BPAY Payment you have made falls within the type described in section 7.12.(c) and also section 7.12.(d) or 7.12 (e), then we will apply the principles stated in section 7.12.(b).

If a BPAY Payment you have made falls within both the types described in 7.12(d) and 7.12(e), then we will apply the principles stated in section 7.12(d).

7.13 No “chargebacks”

Except where a BPAY Payment is a type referred to in sections 7.12(c), 7.12.4(d) or 7.12(e), BPAY Payments are irrevocable. No refunds will be provided through the BPAY scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

7.14 Indemnity

To the extent permitted by law, you, the Account holder, indemnify us against any direct 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 or anyone acting with your authority acted negligently or fraudulently in connection with these terms and conditions.

This does not include any direct loss or damage we may suffer due to any claim, demand or action to the effect caused by our fraud, negligence or willful misconduct.

7.15 Limitation on our liability

Subject to the ePayments Code, we are not liable for:

- any loss, expense or damage arising out of the inaccuracy of instructions given by you or a User to us; or
- any losses caused by the failure of our equipment where our system or equipment had not accepted your or a User's instructions; or the unavailability or loss of access to the Electronic Access Method under any circumstances.

Nor are we liable for the refusal of any Merchant to accept an Electronic Transaction and, to the extent permitted by law, are not responsible for

the goods and services supplied by a Merchant. Any complaints concerning the purchase of goods and services must first be directed to the Merchant. To the maximum extent permitted by law and except as provided under the ePayments Code, we will not be liable to you for any loss, expense or damage, including lost time, money, goodwill and profits, damage to or loss of data, which may arise from the use, operation, maintenance or failed use of the Electronic Access Method or which may arise from delays, defects, errors, omissions or interruptions in the Electronic Access Method to the extent caused by matters beyond our reasonable control or not caused by the negligence, fraud or misconduct of us, our employees or agents or any receiver appointed by us.

8 GENERAL TERMS AND CONDITIONS

8.1 Changes to terms and conditions of Account and Payment Services.

We can change these terms and conditions at any time.

We can also change:

- the types of Accounts that can be operated using an Electronic Access Method;
- the types of transactions you can perform using an Electronic Access Method;
- the types of Electronic Equipment that can be used to provide access; and
- the hours during which an Electronic Access Method or any part of it is available to you.

We can also change fees and charges and we can add new fees and charges at any time.

We will tell you of changes to these terms and conditions and fees and charges as set out below and as required by the law and any code to which we subscribe. We do not have to give you notice of any other changes relating to an Electronic Access Method that do not require or result in a change to terms and conditions or fees and charges unless required by a law or code to which we subscribe.

Generally, we will tell you about changes to terms and conditions and fees and charges as soon as reasonably possible (which may be before or after the change is made) or, where the change is unfavourable to you, by providing you with 30 days' prior notice. Where there is a change to, or introduction of, a government fee or charge, we

will tell you reasonably promptly after the government notifies us (however, we do not have to tell you if the government publicises the change to or introduction of the fee or charge). Subject to the ePayments Code (where it applies), we may also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

If there are enough changes to these terms and conditions to warrant doing so, we may consolidate them in a single publication.

8.2 Cancelling Electronic Access Methods

If you ask us to, we will cancel your access to an Electronic Access Method.

We can cancel your Electronic Access Method without reason by giving you reasonable prior notice of not less than 30 days.

We may also cancel an Electronic Access Method, at any time, without giving you prior notice, if:

- we are required to do so by law or in order to comply with our legal or other regulatory obligations (including Card scheme and payment system rules);
- you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the Account or to otherwise comply with our legal obligations or other regulatory obligations (including Card scheme and payment system rules);
- you don't provide us with accurate and up to date Foreign Tax Residency Status information; or
- we reasonably believe that:
 - doing so is necessary to prevent loss to you or us;
 - the Account or Electronic Access Method is being used in a manner that may result in loss to you or us;
 - there is fraudulent activity occurring in relation to your Account or Electronic Access Method;
 - the Account or Electronic Access Method is being operated in breach of these terms and conditions in a way that increases risk to you or us;
 - your use of the Account or Electronic Access Method or activities you undertake in connection with the Account or Electronic Access Method are at high

risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);

- you or the Account holder provided us with false or misleading information when we opened the Account or issued the Electronic Access Method which materially increases the risks we are exposed to in relation to you or the Account or Electronic Access Method and we would not have opened the Account or issued the Electronic Access Method had the correct information been provided to us; or
- the Account or Electronic Access Method is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).

8.3 Suspending Electronic Access Methods

We may suspend an Electronic Access Method, at any time, without giving you prior notice, if:

- we are required do so by law or in order to comply with our legal or other regulatory obligations (including Card scheme and payment system rules);
- you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the Account or to otherwise comply with our legal obligations or other regulatory obligations (including Card scheme and payment system rules);
- you don't provide us with accurate and up to date Foreign Tax Residency Status information; or
- we reasonably believe that:
 - doing so is necessary to prevent loss to you or us;
 - the Account or Electronic Access Method is being used in a manner that may result in loss to you or us;
 - there is fraudulent activity occurring in relation to the Account or Electronic Access Method;
 - the Account or Electronic Access Method is being operated in breach of these terms and conditions in a way that increases risk to you or us;

- your use of the Account or Electronic Access Method or activities you undertake in connection with the Account or Electronic Access Method are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
- you or the Account holder provided us with false or misleading information when we opened the Account or issued the Electronic Access Method which materially increases the risks we are exposed to in relation to you or the Account or Electronic Access Method and we would not have opened the Account or issued the Electronic Access Method had the correct information been provided to us; or
- the Account or Electronic Access Method is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).

We will act reasonably when suspending an Electronic Access and we will not do more than is reasonably necessary considering the reasons why we have taken such action.

We will tell you if we suspend your Electronic Access Method and, where possible, we will tell you what you need to do for us to reinstate it.

8.4 How we give you notices and other documents

You agree that we may give you any notices or other documents we are required to give you in writing by publishing them or giving them to you in any manner allowed by law and any applicable code of practice.

This may include giving you a notice or other document by:

- sending it to you by post to your last known residential or postal address;
- if you have given us your email address, by sending it to you by email;
- if you have given us your mobile phone number, by sending it to you by SMS;
- publishing it in a major national daily newspaper;
- placing it on or giving it to you with statements of Account; or

- publishing it on our website or on the Hub sign-in page or within the Hub and telling you we have done so.

Unless you contact us and tell us that you do not want to receive notices or other documents from us electronically, you agree we may give you notices and other documents by electronic communication where allowed by law and any applicable code of practice. If you do not wish to receive notices or other documents from us electronically, please contact us to opt-out of electronic communications.

A paper copy of any notice or other document given to you electronically will be given to you without charge on request.

8.5 Maintaining security

You, all Users and anyone acting with your authority, must safeguard all mechanisms used to access your Account against loss, theft or misuse, including PINs, Personal Access Codes and Tokens. This should include appropriate safeguards on any computer equipment you use to access your Accounts (eg up-to-date virus software) and password protection on your mobile phone if you use Mobile Hub.

You must tell us as soon as possible if any payment instrument or Account access mechanism is lost, stolen or misused.

8.6 Covering us for loss

You agree that if we suffer any loss because of:

- the use or misuse of an Account;
- the use or misuse of any payment instrument or Account access mechanism used with your Account;
- any breach of these terms and conditions; or
- by you, any User or anyone authorised by you to use your Account, you will pay us the amount of that loss on demand, , including all reasonably incurred legal costs on a full indemnity basis, even after your Account is closed. However you will not be liable for any loss we suffer to the extent caused by the negligence, fraud or misconduct of us, our employees or agents or any receiver appointed by us.

8.7 If you have a problem, complaint or dispute

(a) Our service commitment

At Virgin Money we are committed to providing our customers with innovative banking solutions and the best customer service experience.

Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

(b) How to contact us

If you have a complaint, there are a number of ways to contact us:

Call us on **13 81 51**

Email us at service@virginmoney.com.au

Contact our Virgin Money Customer Relations Department via:

Email:

customer.relations@virginmoney.com.au

Call: 1800 574 766

Write to: Virgin Money Customer Relations
Reply Paid 2258
Brisbane QLD 4001

(c) How will your complaint be handled?

If we cannot solve your problem on the spot, we will let you know who is handling your complaint and how long it is likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website.

Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayments Code applies.

(d) What to do if you feel your complaint has not been resolved

If you're unhappy with our response you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution service for financial services. To contact them you can:

Call: **1800 931 678**

Email: info@afca.org.au

Online: www.afca.org.au

Write to: GPO Box 3,
Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) has an information line: **1300 300 630**. You can use this number to make a complaint and obtain further information about your rights.

8.8 How we may exercise our rights

Our rights, remedies and duties under the terms and conditions in this booklet may be exercised by any of our directors, any of our employees or any other related entity we authorise.

9 DEFINITIONS

Account means an account with us that can be accessed through the Hub or using an Electronic Access Method.

Account holder is the legal person who owns an Account.

Account and Payment Services means those accounts and payment services described in this document.

Account Terms and Conditions are the terms and conditions that apply to your Accounts with Online Access, being the Deposit Account Terms and Conditions), and Virgin Money's Home Loan Supplementary Terms and Conditions.

AEST is Australian Eastern Standard Time.

ATM means automated teller machines owned by BOQ or somebody else (as the context requires).

Authorised Account is a Nominated Account that the Customer authorises a Related Account User or **Authoriser** to access using his or her own Personal Access Code, Customer Access Number and User ID (if any). Authoriser is a person who acts on behalf of a Customer, with other Authorisers, to authorise transactions and requests initiated using the Hub. All Authorisers acting on behalf of a Customer must authorise transactions and requests initiated using the Hub before they will be carried out.

Bank Business Day is any day on which Bank of Queensland is open for business. Clarification may be needed due to public holidays in different states.

Banking Day is any day commencing from the end of our nightly system update to the start of the next nightly system update. As the nightly system update does not start at exactly midnight a Banking Day will not necessarily start at 12:00am and end at 11:59pm.

The relevant date is taken to be the day during which that Banking Day commenced.

Biller is a person or organisation which issues bills that you can pay using BPAY.

BPAY is an electronic scheme through which you can ask us to make payments on your behalf to

Billers who tell you that you can make payments to them through BPAY. You may use BPAY through the Hub including Mobile Hub

BPAY Payment is any payment made through BPAY.

BPAY View is an electronic bill payment service that, once you are registered with a Biller, allows you to view a bill electronically through the Hub from that Biller.

BSB stands for Bank/State/Branch. For example Virgin Money's BSB is 122-771.

Biometric Identifier has the meaning given in the Digital Wallet Terms and Conditions.

Business Day is any day on which banks in Melbourne or Sydney are able to effect settlement through Reserve Bank of Australia.

Card is any card (if a Card is available for your Account) issued to you by us which can be used to operate your Accounts using Electronic Equipment.

Code is a PIN, Personal Access Code or any similar information which may be required in order to access your Accounts and which is required to be kept secret.

Customer is the Account holder.

Customer Access Number is the unique number allocated to a Customer by us which identifies the Customer and Nominated Accounts to us and, when used in conjunction with a Personal Access Code and User ID (if any), enables Users to access the Hub including Mobile Hub. Also known as a CAN.

Digital Wallet Services has the meaning given in the Digital Wallet Terms and Conditions.

Digital Wallet Terms and Conditions means our terms and conditions that cover the use of Apple Pay, Google Pay, Samsung Pay, and other digital wallets.

Either to Operate Account is a joint Account where each Account holder can transact under the Account independent of the other Account holder(s) and without restriction.

Electronic Access Method is a method that Users use to instruct us to debit or credit an Account through Electronic Equipment, and which requires the use of a Card, Identifiers, Codes or combinations of these. It does not include a method that requires a voucher, receipt or other document to be signed.

Electronic Equipment is an electronic terminal, computer, television, telephone, mobile phone, PDA or similar equipment and includes BOQ ATMs, ATMs of other financial institutions, EFTPOS terminals and any other authorised electronic terminal or device connected to our electronic banking system from time to time.

Electronic Transaction is a transfer of funds initiated by an instruction given through Electronic Equipment using an Electronic Access Method to debit or credit an Account and includes, for example:

- the transfer of funds to or from your Nominated Account using the Hub or Mobile Hub; or
- paying bills using BPAY.

Eligible Device has the meaning given in the Digital Wallet Terms and Conditions.

ePayments Code regulates consumer electronic payment transactions, including ATM, EFTPOS and credit card transactions, online payments, and BPAY Payments through the Hub and Mobile Hub. This code is published by the Australian Securities and Investments Commission.

Identifier is information that you provide through Electronic Equipment to access your Accounts and which is not required to be kept secret (for example, your Customer Access Number or User ID).

Hub is the online portal which enables Users, having entered in security details, to effect transactions on Nominated Accounts using the internet.

Hub Profile is the suite of Accounts and access limits that have been nominated by a Customer for Hub access.

Hub Transaction is any transaction on a Nominated Account that is conducted through the Hub including Mobile Hub. It includes BPAY Payments, Pay Anyone Payments, and transfers to and from Virgin Money® branded accounts.

Limits Package is the set of BPAY Payment and Pay Anyone Payment limits set for a Hub Profile.

Mistaken Internet Payment means a payment made by a user (as defined in the ePayments Code) through a Pay Anyone banking facility and processed by a financial institution which has subscribed to the ePayments Code where funds have been paid into the account of an unintended payee because the payer has entered or selected a BSB number or account identifier which does not belong to the named and/or intended payee as a result of:

- the payer's own error; or
- the payer being advised of the wrong BSB number and/or account identifier. This does not include payments made using BPAY.

Mobile Hub is part of our Hub service enabling Users, having entered security details, to effect transactions on Nominated Accounts using their mobile phone.

Mobile Hub Transaction is any Hub Transaction on a Nominated Account that is conducted through Mobile Hub. It includes BPAY Payments and Pay Anyone Payments.

Nominated Account is a Virgin Money® Account that the Customer has nominated in writing, and we have approved, for access using an Electronic Access Method, subject to approval limits.

Online Account Access means the Hub including Mobile Hub.

Pay Anyone is a facility available through the Hub that enables funds to be transferred from Nominated Accounts to accounts held at most Australian financial institutions. It includes Pay Anyone Payments.

Pay Anyone Payment is a transfer of funds from a Nominated Account to any account that can be identified by a BSB number and an account number using Pay Anyone.

Personal Access Code (also known as PAC) and Password are interchangeable definition whether used in this document or used in other Bank of Queensland or Virgin Money Australia terms and conditions. When your PAC or Password is used in with a Customer Access Number, it enables Users to access the Hub including Mobile Hub.

PIN is your personal identification number that is used in conjunction with your Card (if a Card is available for your Account) or Token to enable you to access Nominated Accounts and perform Electronic Transactions using Electronic Equipment.

Quick Access Number is the number by which a Nominated Account for the Hub will be identified for the purposes of SMS Account Balance Enquiries or SMS Account Transaction Enquiries.

Related Account Access is the means by which Related Account Users access Authorised Accounts.

Related Account User means a person authorised by a Customer to transact on the Customer's Accounts via the Hub or, using his or

her own Personal Access Code and Customer Access Number.

Related Entity has the meaning given to it in the Corporations Act 2001 (Cth).

Scheduled Payment is a Hub Transaction that is due to be paid on a future date.

Single Pay Anyone Payment is a Pay Anyone Payment where we debit one Nominated Account and credit a single account in accordance with a User's instructions.

SMS Alerts is an alerts service providing you with certain requested information about your Accounts by SMS to a nominated mobile phone number.

Third Party Account is any account with us that is not a Nominated Account.

Transaction Account means any Virgin Money® deposit account with us, that provides frequent access to funds on demand.

User ID is an alphanumeric code used in conjunction with a CAN to uniquely identify an Authoriser.

Unauthorised Transaction is an Electronic Transaction that was not authorised by you or a User. It does not include Electronic Transactions that are performed by you, that are performed by anyone with your knowledge and consent, or that you are taken to have authorised under these terms and conditions or our Digital Wallet Terms and Conditions.

User is any person authorised to access accounts online on behalf of a Customer, including the Customer, Related Account Users and Authorisers

Value Transaction is a Hub Transaction where an amount greater than zero is transferred from a Nominated Account.

Virgin Money Australia means Virgin Money (Australia) Pty Limited ABN 75 103 478 897.

Virgin Money® is a trademark of Virgin Enterprises Limited, a company registered in England, having registration number 01073929 and used by Bank of Queensland Limited under licence.

Virgin Money Home Loans and Deposit Products means in these terms and conditions the home loan and/or deposit product (as applicable) that are distributed by Virgin Money Australia, where Bank of Queensland Limited ABN 32 009 656 is the credit provider and issuer

of the home loan and issuer of the deposit products.

Virgin Money Token is a physical device or a software application that generates a random number as a secondary form of authentication for some Value Transactions carried out through the Hub. Also known as a Token.

We, our and us are each a reference to Bank of Queensland Limited ABN 32 009 656 (BOQ), the credit provider and issuer, respectively, of the Virgin Money Home Loans and Deposit Products and includes its successors and assigns.

you means the Customer, and also includes a Related Account User, or Authoriser where the context allows.

If two or more people are the Customer references to “you/your” are references to each of them individually and to any two or more of them together.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.



virginmoney.com.au

Authorised Representative, Distributer and Promoter: Virgin Money (Australia) Pty Limited ABN 75 103 478 897.
Issuer: Bank of Queensland Limited ABN 32 009 656 740 Australian Financial Services Licence No. 244616
