Baptist Financial Services Australia Limited

ABN 56 002 861 789
AFSL 311 062

Product Disclosure Statement –

BFS Non-Cash Payment Products
Retail Clients Only

Issue Date: 1 January 2017

www.bfs.org.au

Important Note

Baptist Financial Services Australia Limited is a charity incorporated as a public company, and limited by guarantee which operates under a registered trademark BFS throughout Australia BFS is a charity within the meaning of Regulatory Guide 87 and Class Order 02/184 exemption issued by the Australian Securities & Investments Commission (ASIC).

This Product Disclosure Statement - BFS Non-Cash Payments (PDS) contains important information but does not take into account your investment objectives, financial position or particular needs and therefore does not constitute a recommendation, advice or opinion. Before utilising a BFS non-cash payment product, you should read this PDS and the Financial Services Guide carefully in their entirety and consult a financial adviser and/or other professional adviser to ensure this is appropriate for your particular financial objectives, needs and circumstances.

The offer of non-cash payment products under this PDS may only be used by persons who receive it in Australia. The information in this PDS does not constitute an offer in any jurisdiction other than Australia. This is not an offer to any person or an offer in any place, to which or in which it is unlawful to make such an offer.

If you have any queries regarding this PDS, please contact a BFS State Office at the following:

NSW/ACT Office:
Level 1, Cnr Rawson Street & Carlingford Road, Epping NSW 2121
Postal: PO Box 122, Epping, NSW, 1710

Victoria/Tasmania Office:
Level 1, 1193 Toorak Road, Hartwell, Vic
Postal: PO Box 377, Hawthorn, Vic, 3122

South Australia/Northern Territory Office:
Baptist Centre, 35 King William Road, Unley, SA
Postal: PO Box 432, Unley, SA, 5061

Western Australia Office
21 Rowe Avenue, Rivervale, WA
Postal: PO Box 57, Burswood, WA, 6100

or by:

Phone:	1300 650 542	between 8.30am-4.30pm Sydney time on a business day
Fax:	1300 784 699	
Email:	clients@bfs.org.au	
Website:	www.bfs.org.au	

For information regarding our full range of debenture products, please read our Product Information Statement - Offer Document.

Product Disclosure Statement –

BFS Non-Cash Payment Products

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1 Definitions

Access Method means a method authorised by us for your use and accepted by us as authority to make a payments and to access your account and includes, but is not limited to, any combination of an account number, expiry date, login and password, but does not include a method which requires your manual signature.
Administrator means a person who manages BFSOnline Business account access of other users.
AFSL means Australian Financial Services Licence.
APRA means Australian Prudential Regulation Authority.
ASIC means Australian Securities and Investments Commission.
at Call Account means any account that has funds available for withdrawal at any time subject to the individual terms and conditions and is subject to a variable interest rate.
Authorised Signatory means you or any person authorised to operate your account(s).
Banking Business Day - any day on which banks in Sydney are able to effect settlement through the Reserve Bank of Australia.
BFS Baptist Financial Services Australia Limited.
BFSOnline An interactive website which allows you access to your BFS accounts. May refer to BFSOnline and also BFSOnline Business.
Business Day means a day other than a Saturday or Sunday or a public holiday in Sydney, New South Wales.
Cardlink means Cardlink Services Limited ABN 60 003 311 644, Level 4, 3 Rider Boulevard, Rhodes, NSW 2138 telephone (02) 9646 9222.
Codes Either or both of your login and password.
Cut-Off Time means 3.30 pm Sydney NSW time by which your payment instructions must be received by us in order for these instructions to be processed that day.
Debit Day means the day that payment by you to us is due.
Debit Payment means a particular transaction where a debit is made.
Direct Debit Request means a request to debit an internal or external account normally on a recurring basis.
eStatement are Statements that can be accessed through BFSOnline, as an alternative to receiving them through the mail.
FSG means **Financial Services Guide.**
PDS means **Product Disclosure Statement – BFS Non-Cash Payment Products**; this document.
Indue means Indue Limited a company who provides payments and other services to BFS.
Internet Signing Authority means a logon created for an authorised signatory by a BFSOnline Business Administrator.
Merchant Services means a facility which allows a BFS client to accept payments by plastic cards.
Payment Service / Direct Credit means an electronic funds transfer (EFT).
PISOD means **Product Information Statement – Offer Document**.
Unauthorised Transactions means transactions on your BFS account performed without your authority or knowledge.
We/us/our BFS.
Westpac means Westpac Banking Corporation.
You/your A BFS account holder either individually or jointly or any person acting with authority on behalf of the account holder.

2 Purpose and Contents of this Product Disclosure Statement ("PDS")

The purpose of this PDS is to provide you with important information regarding the BFS non-cash payment products we offer, including the following information:

- Who is BFS
- How to contact BFS
- Which products BFS is authorised to offer to retail clients
- Key features/benefits/risks of these products
- Any (potential) conflicts of interest BFS may have in offering these products
- BFS's internal and external dispute resolution process

We may change, add to or delete these terms and conditions at any time. This includes varying or imposing any fee or charge. In doing so, we must act in accordance with any relevant legislation.

Where we make changes to these terms and conditions that require us to notify you in advance of the change, we will provide you with a notice of the change and the date the change is to be implemented.

Where we are not required to give you notice prior to implementing the change, we may do so immediately without providing prior notification to you.

Any notice we are required to give to you concerning any change to the terms and conditions may be given to you in accordance with any law or code, which may include:

- Advice on or with your statement;
- A notice on electronic equipment, such as www.bfs.org.au; or
- A letter or email.

Any notice or document may be given by us sending it to your last known address. Except where it contravenes a law, if we send it to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

A certificate signed by an officer of Indue or BFS is evidence of the postage date and that the mail was posted on the date specified in the certificate.

This PDS does not constitute an offer or solicitation to anyone outside Australia.

If you would like further information, please do not hesitate to contact us. Further details about our services are also available on our website.

3 Name of Issuer and Australian Financial Services License ("AFSL")

The Issuer is Baptist Financial Services Australia Limited ABN 56 002 861 789 ("BFS"), and the Principal contact is the Chief Executive Officer.

This PDS has been prepared by BFS and has not been and is not required to be lodged with ASIC. The PDS and the debenture products offered herein have not been examined or approved by ASIC and ASIC assumes no responsibility for the contents of this PDS or the debenture products offered herein.

BFS holds Australian Financial Services Licence No. 311062 and is authorised to provide advice and to deal (arrange and issue) in relation to basic investment products, investment products other than basic investment products and non-cash payment products to retail and wholesale clients. This PDS is issued pursuant to ASIC Regulatory Guide 87 and ASIC Class Order 02/184 exemption.

4 Contact details of BFS

Contact details are listed under 'Important Note' at the front of this document.

5 Non-cash payment products offered by BFS

A non-cash payment is made where an individual makes payments or causes payments to be made through a facility, other than through the physical delivery of cash.

BFS in this PDS offers to provide the following non-cash payment facilities:

- Internet Account Access;
- Direct Debit Services
- Electronic Funds Transfers.

Internet Account Access (BFSOnline)

BFSOnline is a facility provided by BFS to assist with the day to day management of your investments with us. You will be required to complete an Application Form for access to BFSOnline . You will be provided with a login and password to gain access to your investments from any computer which has an internet connection with a compatible browser by logging on through www.bfs.org.au.

By setting up BFSOnline you will able to do one or more of the following:

- Review and check your account and loan balances;
- Review your transaction history on linked accounts;
- Customise the way you view your accounts online;
- View, download and print account transactions;
- Access online statements;
- View year-to-date interest and withholding tax information for the current and previous year;
-
- Send us a Secure email with instructions or a message.

If at any time you believe your access method, or login, or password have been misused, lost, or compromised in any way, you must inform us immediately.

❖ **Key Features and Benefits**

- BFSOnline provides you with access to view your accounts 24 hours a day - 7 days a week.
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- The security system uses a high level of encryption using Norton Secured Seal to ensure the safety and privacy of your transactions and account.
- The security of BFSOnline to your accounts is maintained through the issue of a unique login and password.

❖ **Key Risks**

- If you divulge your Login and password to a third party, you may be liable for any losses sustained as a result of the actions of such third party.
- If you are careless in maintaining the security of your Login and password, you may be liable for any losses sustained as a result of the actions of an unauthorised third party.
- If at any time you believe your Login or password have been misused, lost, or compromised in any way, you must inform us immediately. If you do not notify us immediately you may be liable for any losses sustained as a result of the actions of a third party.
- You are responsible for any information or details you enter into the BFSOnline systems. We cannot accept responsibility for any errors or omissions you may make. Access also depends upon your own operating system working properly for which BFS cannot be responsible.
- Transfer of funds is only possible from certain accounts not including Term Investments subject to at least 31 days notice.
- The cut-off time for all value transactions will be 3.30 pm (Sydney NSW Time) on a normal business day. Transactions effected after that time may be processed on the following business day.
- Funds destined for an account with another financial institution may not be credited to the destination account until the following business day.
- We cannot warrant that data you transmit via Internet Access is totally secure.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.
- To maintain security of access through BFSOnline you should ensure that the computer used is secure and has up to date ‘anti-virus’ software and a firewall.

❖ **Costs**

- BFS does not charge a fee for the provision of access to the BFSOnline / BFSOnline Business facility. However, transfers to accounts held at other financial institutions may incur a fee by the other financial institution.
- Refer Part 2 of this PDS for Account and Service Fees Schedule.

Please ensure you read Section 22 in this PDS for the specific terms and conditions which apply to this product.

6 Direct Debit Services

Direct Debit

Direct Debit service uses an automated payment system which enables a specified amount to be debited from one account with another financial institution and then credited to an account with BFS on a pre-arranged, periodical (or one-off) basis.

You will need to complete a Direct Debit Request form to access this service.

❖ **Key Features and Benefits**

- The convenience and ease of pre-arranging regular payments for a set or indefinite timeframe without having to arrange individual payments or transfers each time.
- Automatic payments can be one-off or periodic/regular payments.

❖ **Key Risks**

- You will need to ensure that sufficient funds are held in the account at the external financial institution to cover the direct debit payment amount.
- If you wish to cease the direct debit, you may need to contact BFS in writing.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

❖ **Costs**

- BFS does not charge a fee for the provision of the direct debit payment. However, transfers from accounts held at other financial institutions may incur a fee per transaction.
- A dishonour fee may apply where there are insufficient funds in the nominated account to cover the direct debit payment.
- Refer Part 2 of this PDS for Account and Service Fees Schedule.

Please ensure you read Section 19 in this PDS for the specific terms and conditions which apply to this product.

18.1 Notice for Withdrawals

Notice is required prior to withdrawing funds. Notice can be given by any of the following methods:

- by Secure Email;
- by writing to us; or
- by telephone, fax or email using Phone/email Password.

Notice must also include a withdrawal advice indicating the destination account for transfer of the funds by EFT, or other required method as per below.
The Notice must be signed as required by the authority to operate on the account.
The withdrawal will occur on the first business day following the completion of the notice period.

Withdrawals can be made with the applicable notice period of at least 31 days. The following methods of withdrawal are possible:

- Electronic Funds Transfer to an ADI account
- BFS Corporate Cheque
- Bank Cheque
- International Cheque, or
- International Funds Transfer

11.1 Electronic Funds Transfer to an ADI account

After the notice period you may withdraw funds from an account with BFS by a Electronic Funds Transfer (or Direct Entry) from the available funds balance of your account to another BFS account or to an account with another financial institution within Australia.

You will need to complete a Withdrawal form to access this service.

You may receive money into your account with BFS by Direct Entry Funds Transfer (electronic means) e.g. an internet banking transfer from another financial institution, rent receipts, pensions, salaries, etc.

- **Key Features and Benefits**

  - The convenience of transferring `cleared' funds from your BFS account to another account so they are immediately available for withdrawal.

- **Key Risks**

  - You will need to ensure that sufficient available funds are held in your account to cover the withdrawal.
  - Direct Entry transfers cannot be refunded or reversed once they have been completed.
  - Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

- **Costs**
  - We do not charge you a fee for withdrawal or Direct Entry Funds Transfers. However, transfers to accounts held at other financial institutions may incur a fee by the other financial institution.

Please ensure you read Section 27.1 in this PDS for the specific terms and conditions which apply to this product.

11.3.1 BFS Corporate Cheques

After the notice period you can withdraw funds by way of corporate cheque. A corporate cheque is a cheque drawn on BFS's corporate bank account. We make out the cheque to yourself or to a third party nominated by you.

You will need to complete a Withdrawal form to access this service or utilise our Phone/Email Password for Account Access or Secure Email Access method.

- **Key Features and Benefits**

  - The convenience and ease of issuing a withdrawal from your BFS account by cheque.
  - The cheque may be sent directly to the payee at your request.

- **Key Risks**

  - You will need to ensure that sufficient available funds are held in your account to cover the withdrawal.
  - You will need to allow for possible delays in the receipt of the cheque posted by BFS to your address or to the address specified by you.
  - You will need to maintain payment details of the cheque.

- **Costs**

  - We do not charge you a fee for a corporate cheque.
  - We do not charge you a fee to record the Stop Payment of a corporate cheque, however there may be costs if the stopped cheque is presented to our Corporate account.

Please ensure you read Section 28.1 in this PDS for the specific terms and conditions which apply to this product.

11.3.2 Bank Cheques

After the notice period you may withdraw funds by way of a Bank Cheque. BFS will arrange for the cheque to be issued by our bankers.

You will need to complete a Withdrawal Form to access this service or utilise our Phone/Email Password for Account Access or Secure Email Access method.

- **Key Features and Benefits**

  - The convenience and ease of arranging for the issue of a Bank Cheque.

- Bank Cheques can be collected by clients or their authorised representatives from any nominated branch of our bankers in Australia.

❖ **Key Risks**

- The cheque may be delayed or lost in the postal system.

❖ **Costs**

- We charge a fee for the issue of a Bank Cheque.
- Cheques lodged to accounts held at other financial institutions may incur a fee per transaction.
- Refer Part 2 of this PDS for Account and Service Fees Schedule.

Please ensure you read Section 28.3 in this PDS for the specific terms and conditions which apply to this product.

11.3.3 International Cheques

After the notice period you may withdraw funds by way of an International cheque subject to confirmation by our service providers.

You will need to complete an International Cheque Application form to access this service.

❖ **Key Features and Benefits**

- The convenience and ease of arranging for the payment of funds to a party outside Australia

❖ **Key Risks**

- The cheque may be delayed or lost in the postal systems.
- Costs may be incurred in processing the cheque through another financial institution overseas.

❖ **Costs**

- We charge for the issue of an International Cheque.
- Cheques lodged to accounts held at other financial institutions may incur a fee per transaction.
- Refer Part 2 of this PDS for Account and Service Fees Schedule.

Please ensure you read Section 28.5 in this PDS for the specific terms and conditions which apply to this product.

11.2 International Funds Transfer

After the notice period you may withdraw funds by way of an International Funds Transfer subject to confirmation by our service providers. We will consult with our service provider to ascertain if it can provide the currency and transfer the funds to the country nominated.

You will need to complete an International Telegraphic Transfer Application form to access this service.

❖ **Key Features and Benefits**

- Generally the quickest and most convenient method of transferring funds overseas from your BFS account to an account in another country.
- Funds can be transferred in Australian dollars or in another nominated currency subject to the availability of your nominated currency through our service providers.

❖ **Key Risks**

- You will need to ensure that sufficient available funds are held in your account to cover the withdrawal.
- External transfers cannot be refunded or reversed once they have been completed.
- Costs may be incurred in processing the receipt transfer into an overseas bank account.
- Disruption to computer and/or telecommunications systems may occur from time to time resulting in the temporary unavailability of this service.

- BFS has no control over the time it may take for the funds to reach the beneficiary account once the payment has left Australia.

❖ **Costs**

- We charge a fee for an International Telegraphic Transfer. Overseas Institutions may levy additional fees, either to the sender or the beneficiary of the payment. Any fees charged to the sender will be passed on by debiting your account.
- Refer Part 2 of this PDS for Account and Service Fees Schedule.

Please ensure you read Section 27.2 in this PDS for the specific terms and conditions which apply to this product.

7 Documentation

BFS will provide you with an application or authorisation form in order to facilitate your use of our non-cash payment products, which you will need to sign and return, prior to using these services. BFS has the right to request additional documentation if it so requires. This may include information sought to confirm the identity of account holders and/or authorised signatories to accounts.

Please contact us for a copy of the relevant form or download the form from our website www.bfs.org.au. You should read the terms and conditions detailed in this PDS carefully and seek independent legal and/or financial advice should you have any concerns, prior to signing the relevant form.

BFS does not provide any personal advice (advice which takes into consideration one or more of your financial objectives, circumstances or needs). We are obliged to warn you that our transaction and product information provided to you as a retail client does not take account of your objectives, financial situation or needs.

Therefore, we recommend that you take all reasonable steps to fully understand the outcomes of specific products and strategies adopted in relation to utilising the services provided by BFS.

Contact, Post or Facsimile to one of our State Offices

You must complete a withdrawal form or provide other written advice. When you present us with the document, we will confirm that the signature on the document is your signature and meets the signing authority for the account before we process the withdrawal.

When you contact us by phone or email at one of our State Offices, you will need to quote your Phone/Email Password or alternatively send us a Secure Email through BFSOnline. Either of these options may allow us to accept instructions regarding your accounts.

If you need to reset your password for BFSOnline, you will need to confirm your identity by answering the 3 security questions on your application for BFSOnline access

8 Remuneration / Benefits / Commissions received by BFS in providing financial services

BFS receives capture reimbursement fees on BPAY transactions.

BFS also receives referral and transaction commissions from our bankers for clients who access Merchant Card service facilities.

How our staff are paid:
All staff receive a salary that includes superannuation benefits. No commissions are received by BFS employees or directors.

9 Conflicts of Interest

In the event BFS has any arrangement or relationship which may influence our services to you, there is an obligation to disclose any such arrangement or relationship to you prior to utilising our non-cash payment products.

BFS does not currently have any arrangement or relationship which might influence our services to you.

10 Dispute Resolution Process

BFS is committed to providing accurate information. As part of that commitment, we are focused upon improving client satisfaction by providing an efficient and accessible system for complaint resolution.

We will always endeavour to resolve your complaint quickly and fairly.

If you have any complaint about the service provided to you, you should take the following steps:

1. BFS is committed to providing quality products and services. We have an internal dispute resolution process in place to resolve any complaints or concerns you may have, quickly and fairly. Any complaints or concerns should be raised in the first instance with a member of our staff located in Sydney, who will seek to resolve your complaint within 3 working days (up to a maximum of 20 days). You may also direct your complaint to our Complaints Handling Officer on 1300 650 542. Please refer section 5 for contact details.

2. If you are dissatisfied with the outcome, you have the right to lodge a complaint with the Financial Ombudsman Service [Tel: 1300 780 808], an approved external dispute resolution scheme, of which BFS is a member.

3. Otherwise, you can contact the Financial Ombudsman Service ("FOS") by:

- phoning:1300 780 808;
- writing to:
  FOS
  GPO Box 3
  Melbourne Vic 3001;

- faxing to: (03) 9613 6399;
- emailing to: info@fos.org.au or
- Website: www.fos.org.au.

You can also contact the Australian Securities and Investments Commission (ASIC) on 1300 300 630. You may contact ASIC to make a complaint and obtain information about your rights.

For more information on our complaints handling process, please contact us. There are avenues open to you if a dispute or complaint arises; however, we hope that you will raise any query or complaint with us and that it can be resolved to your satisfaction.

16 Privacy

If you make an application or you are a signatory to a non-cash product we collect and use the information and documents provided to substantiate your identity, authenticate your signature and to enable us to provide non-cash products to you and manage your non-cash products. We may use your information to provide you with information and marketing material about our products and services provided by BFS. You may ask to be removed from our mailing list at any time, for marketing purposes, by writing to our Privacy Officer at PO Box 122, Epping, NSW, 1710.

We do not provide your information to any other organisation without your consent, other than to those organisations which provide administrative or other services as part of the operation of our business or as otherwise disclosed above. You may request access to information held by us about you or you may wish to update your personal or financial information by writing to the Privacy Officer at PO Box 122, Epping, NSW, 1710.

If at any time you provide information about another person to us, then you must first ensure that that person has read and understood this statement and has consented to that information being used and disclosed by us as set out above.

Our Privacy Statement is available on our web site www.bfs.org.au

17 Anti-Money Laundering and Counter-Terrorism Financing Act

BFS must meet regulatory and compliance obligations and you should be aware and agree that from time to time we may require additional information from you to assist us in the above compliance process and you must provide that information.

You agree that BFS may disclose the information gathered to regulatory and/or law enforcement agencies or where required by law.

You declare and undertake to BFS and indemnify BFS against any potential losses arising from any breach by you of such undertakings. You declare that you will not initiate, engage in or effect a transaction that may be in breach of any Australian laws (or laws of any other country).
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18.2 Unauthorised Transactions

An unauthorised transaction does not include a transaction carried out by you or by anyone performing a transaction with your knowledge and consent.

Where you do not authorise a transaction, you will not be responsible for losses which are:

- caused by BFS's negligence or that of their staff, contractors and agents;
- caused by the same transaction being debited more than once to your debenture investment.

Where it is clear that you have not contributed to any loss caused by unauthorised transactions, you will not be liable for that loss.

You will liable for losses where:

- on the balance of probability, we can prove that you contributed to the losses through fraud or negligence;
- you provided incorrect BSB or account number data; or
- you erroneously requested the same transaction be made on more than one occasion.

Where funds have been sent to a wrong account, we will endeavour to retrieve the funds on your behalf. We advise you and you acknowledge that it is not always possible for us to retrieve misdirected transfers and that it is usual that such misdirected funds cannot be recovered. Where funds can be recovered it may incur a cost which you agree to pay to us. We advise and you acknowledge that significant delays may occur in recovering misdirected funds.

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19 Terms and Conditions – Phone / Email Password for Account Access, with Optional Nominated Account

19.1 Phone/Email Password

A Phone/Email Password is required to enable an authorised signatory who can quote the Phone/Email Password to make a phone or email enquiry on an account, to give notice of withdrawals & fund transfers, to advise of a change of address, request a statement in respect of the account; or open or close an account ("Phone/Email Account Access").

To register a Phone/Email Password you must complete an 'Establish or Change a Phone/Email Password' Form which can be downloaded from www.bfs.org.au/documents.

Your Phone/Email Password may contain numbers or characters and must be a minimum of 4 and a maximum of 8 characters long. You may also nominate in that application one financial institution account (Nominated Account) into which any Phone/Email withdrawals can be paid. The Nominated Account or any change to the Nominated Account must be notified in writing by an authorised signatory/s in accordance with the authority for operation of the account.

The authority provided for the operation of your client account must also include a specific authority for the use of a Phone/Email Password. Please note that where your BFS account requires at least two (2) persons to authorise any transaction or to operate on the account, the `Phone/Email Password' option for your account may not be suitable as it will give authority to any one person to transact or obtain information in respect of your account via telephone or email enquiry.

It is your obligation to protect your Phone/Email Password from unauthorised use. All transactions processed by BFS via Phone/Email Account Access shall be considered properly authorised and valid by BFS, and shall be binding on you upon receiving the correct Phone/Email Password whether authorised by you or not.

BFS may at any time terminate or suspend your Phone/Email Password access for any reason. You acknowledge and accept that BFS cannot verify by way of signature comparison whether phone/email access was correct and authorised but accept that the use of the correct Phone/Email Password is the equivalent to the use of an authorised signature/s.

You agree to take full responsibility for all transactions effected through phone or email access where the correct Phone/Email Password is used.

19.2 Nominated Account

Where a Nominated Account has been established with BFS, the daily transfer limit for Phone/Email authorised transactions from each BFS account into the Nominated Account is unlimited. The standard daily transfer limit for all other Phone/Email authorised transactions from each BFS account will apply.

If a Phone/Email Password has:

- not been established; or
- cannot be quoted in a phone call or email message; or
- a transaction/s exceeding the standard daily transfer limit into an account other than a Nominated Account has already occurred.

BFS will NOT be able to accept your phone or email instructions and you will need to provide instructions in writing in accordance with the authority held for the account.

19.3 Security of Phone/Email Password

The security of your Phone/Email Password is very important. If you fail to observe the security requirements set out in these terms and conditions, you are responsible for any unauthorised use of your Phone/Email Password. It is therefore very important that you keep both your Phone/Email Password confidential, and you agree:

- Not to choose for a Phone/Email Password any part or combination of your date of birth, your name, family members names, or licence, social security, or similar numbers;
- Not to record your Phone/Email Password in writing without making a reasonable attempt to protect its security;
- Not to store your Phone/Email Password in electronic organisers, mobile phones, personal computers, or any other type of low security electronic device;
- Not to disclose your Phone/Email Password to anyone (except us);
- Not to use any or all of the words “Phone/Email Password” in an email you send to us, but the Phone /Email Password should be used within the text of your email message in a way that does not indicate that it is a password;
- Not to permit any person other than your authorised BFS account signatory/s to use your Phone/Email Password;
- To change your Phone/Email Password at regular intervals not exceeding 90 days; and
- That you will advise any other authorised signatory/s who are authorised by you to use the Phone/Email Password to observe these terms and conditions in respect of the Phone/Email Password.

There may be other ways to disguise your Phone/Email Password that may be unsuitable because another person could possibly work out your Phone/Email Password. You must use extreme care if you decide to use a memory aid to record your Phone/Email Password.

You agree to advise us immediately if your Phone/Email Password becomes known to unauthorised persons or if you suspect that it has become known to unauthorised persons.

20 Terms and Conditions – Secure Email

20.1 Secure Email

Secure Email is a secure communication service available through BFSOnline for BFS to communicate with BFS. This service is accessed by an individual who has been given access by BFS to BFSOnline or given access to BFSOnline by a BFSOnline Business Administrator.

After logging on to BFSOnline, Secure Email is accessed from the Menu Bar. A secure email request, message or instructions can be sent internally through BFS’s client management system to BFS staff.

Secure email is not an internet email service but uses a secure internal mail system via the client software system used by BFS to manage your accounts.

You may also receive a secure message from BFS via Secure Email and you will be alerted to the arrival of a secure email as soon as you logon to BFSOnline.

20.2 Transacting on BFS by Secure Email

Please note that where your BFS account requires at least two (2) persons to authorise any transaction or to operate on the account, at least 2 authorised signatories will be required to send separate Secure Emails to BFS to transact or to change information in respect of your account.

Where Nominated Account details have been provided to BFS, the daily transfer limit for Secure Email authorised transactions from each BFS account into the Nominated Account is unlimited. The standard daily transfer limit for all other Secure Email authorised transactions from each BFS account is the same as transacting through BFSOnline to an external financial institution account.

The security of your BFSOnline / BFSOnline Business Codes is very important. Transactions authorised by Secure Email are subject to the same Terms and Conditions as set out below in Clause 22 – Internet Account Access (BFSOnline and BFSOnline Business)

21 Internet Account Access (BFSOnline and BFSOnline Business)

These terms and conditions set out in this Part only apply to Internet Account Access and your use of it. Internet Account Access allows you to access your Account and information through BFSOnline / BFSOnline Business website.

21.1 Acceptance of Terms and Conditions

You will be taken to have accepted the BFSOnline and BFSOnline Business terms and conditions when you, or an authorised user, accesses or seeks to access, an account through BFSOnline or BFSOnline Business. BFSOnline and BFSOnline Business is available to Australian citizens and Australian residents only.

If these terms and conditions are not clear to you, contact BFS BEFORE applying for and using BFSOnline / BFSOnline Business.

In the event of any inconsistencies between this Part and the remainder of the Conditions of Use, this Part will apply to the extent of the inconsistency.

When you use BFSOnline / BFSOnline Business, you agree that:

- you are giving BFS instructions; and
- in the first instance, BFS can accept that these instructions are from you and you will be liable (in the first instance) for all transactions that arise from use of BFSOnline / BFSOnline Business, unless any of the circumstances set out in section 22.3 of the Conditions of Use applies.
- Other than to correct an error in your Account and the refund of any charges or fees imposed on you as a result of the error, BFS will not be liable to you for any loss caused by BFSOnline / BFSOnline Business malfunctioning if you were aware, or should have been aware, that BFSOnline / BFSOnline Business was unavailable for use or was malfunctioning.
- If you believe that your password has been breached, you must notify BFS as soon as possible.
- If you believe there has been a mistake or a transaction that you did not authorise, you must immediately contact BFS. Any concerns will be investigated in the manner set out in section 25.4.
- Information BFS gives you through BFSOnline / BFSOnline Business about your Account relates to transactions that BFS has processed. Some transactions that you may have made may not have been processed to the Account at the time BFS gives you the information you have requested.
- In circumstances where you use BFSOnline / BFSOnline Business to complete an EFT transaction (such as a BPAY Payment) then the Terms and Conditions of section 27.1 will also apply.
- These terms and conditions operate in conjunction with the terms and conditions applicable to the products and non-cash payment products you have nominated to be accessed by using this service.
- BFS undertakes to comply with the ePayments Code.

These terms and conditions can be viewed on the BFS website and any variations to these terms and conditions will be notified via the website. Your use of BFSOnline and BFSOnline Business after notification will constitute acceptance of the varied terms and conditions.

Applications for BFSOnline must always be in the name of an individual. Joint account clients must apply separately for a login if required.

Individuals with authority to operate both personal and business or church accounts may request access to all accounts using the same login, but they must use a separate application form for access to each client number.

21.2 Security of Codes

The security of your codes is very important. If you fail to observe the security requirements set out in these terms and conditions, you are responsible for any unauthorised use of your codes. It is therefore very important that you keep both your login and your password confidential, and you agree:

- Not to choose for a password any part or combination of your date of birth, your name, family members names, or licence, social security, or similar numbers;
- Not to record your codes in writing without making a reasonable attempt to protect their security;
- Not to store your codes in electronic organisers, mobile phones, personal computers, or any other type of low security electronic device;
- Not to disclose your password to anyone (including family members or us);
- Not to allow another person to watch you input your codes;
- Not to disclose your login to anyone (except us);
- Not to permit any other person to use your codes;
- To tell us as soon as you realise or suspect that another person knows one or more of your codes. You do this by calling us on the numbers listed in the Contact details section of the PDS - if outside of business hours leave a message on our answering service;
- To change your password at regular intervals not exceeding 90 days and ensure that your authorised users do likewise; and
- That any BFSOnline Business Administrator may create codes for other users but will observe the above security requirements set out in these terms and conditions in respect of the created codes.

There may be other ways to disguise your codes that may be unsuitable because another person could possibly work out your password. You must use extreme care if you decide to use a memory aid for your codes.

21.3 Liability for Unauthorised Transactions

Liability for Unauthorised Transactions – Personal Clients Only

- You will not be liable for losses:
- caused by fraudulent or negligent conduct by employees of BFS or any of our service providers;
- relating to any forged, faulty, expired or cancelled component of BFSOnline;
- that arise from transactions which required the use of your codes set up by BFS and which occurred before you received any such codes;
- caused by the same transaction being incorrectly debited more than once to the same account;
- resulting from an unauthorised transaction/s occurring after you have first notified us that the security of the codes has been breached;
- resulting from an unauthorised transaction/s where it is clear that you have not contributed to the losses.
- If it is unclear whether you have contributed to the loss caused by an unauthorised transaction performed using your codes, your liability will be limited to the lesser of
- $150; or
- the balance of the account from which the value was transferred; or
- the actual loss at the time you notified us that security of the codes had been breached.
- If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:
- by not abiding by these terms and conditions in relation to the points shown above (24.17) regarding security of your codes;
- or by acting with carelessness in failing to protect the security of your codes in any way you are liable for the actual losses incurred before you notified us that security had been breached, except for:
- that part of the loss which exceeds the balance of the account in which the loss was incurred; and
- losses incurred on any accounts which you and we had not agreed should be accessed by BFSOnline.

21.4 Obligations

BFS is not responsible for the operation of any secure computer equipment or electronic system (other than BFSOnline / BFSOnline Business) you use to transact using the internet.

BFS may cancel or suspend your access to BFSOnline / BFSOnline Business at any time. If BFS does this and it is practical to do so, BFS will notify you prior to BFS cancelling or suspending your access to BFSOnline / BFSOnline Business.

BFSOnline / BFSOnline Business instructions requiring the transfer of funds (including BPAY Payments) may not be carried out if there are insufficient funds in your Account.

You must be an authorised signatory to an account to be granted FULL access to that account. Non-authorised signatories may apply for ENQUIRY ONLY access but this request must be authorised by the appropriate authorised signatory/s to the account/s.

The first time you login you will be required to change your temporary password to a new password of your own choice. This password should be chosen carefully so as to be secure and known only to you. It should not be the same or similar to any other password or personal identification number you have.

You may terminate your BFSOnline / BFSOnline Business at any time by giving notice in writing to BFS.

You acknowledge and accept that BFS cannot verify by way of signature comparison whether access was correct and authorised but accept that the use of the correct codes is the equivalent to the use of an authorised signature/s.

You agree to take full responsibility for all transactions effected through BFSOnline / BFSOnline Business where the correct codes of you or your authorised users is used.

Please refer to Part 2 – Account and Service Fees for fees which may be payable for a rejected electronic transaction or to trace an electronic transaction.

These terms and conditions will be governed and interpreted by and in accordance with the laws of New South Wales.

You agree to the jurisdiction of the courts of New South Wales to determine any dispute arising out of these terms and conditions.

21.5 Terms and Conditions - Direct Entry

Withdrawal requests received for processing before 3.30 pm Sydney time on a business day will be processed that day. External transfers executed after 3.30 pm Sydney time may be processed on the following business day.

External transfers cannot be refunded or reversed once they have been completed. It is your responsibility to ensure that all details, including the transaction amount, BSB and account number given to us for the transaction are correct before processing.

You will need to ensure that sufficient available funds are held in your account to cover the withdrawal.

As we do not have control over other financial institutions, we are not able to advise you of the time it will take to complete the electronic transfer.

Please check your account after the electronic transfer to confirm the completion of the transaction and the availability of the funds from that electronic transfer for any other purpose you may have.

Where you have carried out an electronic transfer into your account, the funds from that transfer are available for withdrawal as soon as the transaction has been completed through the electronic banking system.
Electronic Funds Transfers may be made direct into a BFS account (excluding a Term Investment account) using BFS's electronic BSB 704 922 and your 9 digit BFS account number.

Please refer to our Account and Service Fees Schedule for any fees which may be payable for a rejected electronic transaction or to trace an electronic transaction.

21.6 Terms and Conditions - International Telegraphic Transfer

Withdrawal requests requires 31 days notice.

External transfers cannot be refunded or reversed once they have been completed. It is your responsibility to ensure that all details, including the transaction amount, SWIFT/IBAN/BSB and account number given to us for the transaction are correct before processing.

You will need to ensure that sufficient available funds are held in your account to cover the withdrawal. As we do not have control over our service provider or the other financial institutions which may be involved in the transfer and receipt of the transaction, we are not able to advise you of the time it will take for the funds to be received at the destination.

You agree that, to the maximum extent permitted by law, the involvement of BFS's service providers, their branches or other service providers in connection with the services is entirely at your risk and that BFS is not liable for any loss of any kind arising in connection with the involvement of its service providers, any branch or other service provider or their acts or omissions whether or not the other service provider is appointed by BFS, where BFS has acted in good faith. Payments may be refused by our service providers should it be considered that insufficient information has been provided as to name and address of the beneficiary

Transfer of funds will normally be received within 24 hours by our service provider's overseas service provider. If that other service provider is not the beneficiary's it may take any normal length of time to on forward funds to the beneficiary service provider. To the maximum extent permitted by applicable law, BFS will not be responsible for any delays or failure in transmission or payment howsoever caused and accepts no liability for any loss of any kind whatsoever (including any consequential loss and expenses) thereby resulting.

The majority of other service providers overseas levy other processing charges, which vary between service providers/countries. If instructed by you, BFS will, through its service providers, request the other service provider overseas to deduct these charges from the funds transmitted. If these changes are deducted from the transmitted funds this will result in the beneficiary receiving a lesser amount than transmitted. If they are not deducted, the beneficiary will receive the full amount and the other service provider overseas will charge BFS through its service providers. In this case you must reimburse BFS all changes paid by BFS to its service providers and the other service provider overseas in relation to the transfer.

If an incorrect account number is quoted, other service providers in some countries will credit that account (if a valid number) notwithstanding that it is not in the same name of the stipulated beneficiary. BFS will not be responsible for such actions.

To the maximum extent permitted by applicable law, BFS's liability for loss of any kind which cannot be excluded by reason of applicable law is limited to the cost of having the transfer supplied again.

You agree that BFS may use or disclose any information about you or the services or any person connected in any way with the services to its service providers, any other service provider or Regulatory Authority for any purposes which BFS, its service providers or any other service provider considers necessary or appropriate in connection with any Regulation or the services. You agree to provide any such information to BFS if BFS asks you to, and promptly to procure the consent of any such person to the disclosure of that information if BFS so requires.

We charge a fee for an International Telegraphic Transfer. Overseas Institutions may levy additional fees, either to the sender or the beneficiary of the payment. Any fees charged to the sender will be passed on by debiting your account. Refer Part 2 of this PDS for Account and Service Fees Schedule.

22 Terms and Conditions – Cheques: Corporate, Bank and International

These Terms and Conditions may be viewed on the BFS website, and any variations to these Terms and Conditions will be notified via the BFS website.

22.1 Terms and Conditions - Corporate Cheques

You will need to ensure that sufficient available funds are held in your account to cover the withdrawal.

22.2 Corporate Cheque Withdrawals - Stop Payment

It is only possible to stop payment on a corporate cheque up to the time it is presented to our bankers for payment.

If you want to stop payment on a corporate cheque you need to:

- contact one of our State Offices and notify us of all the details;
- send us a written request to stop payment on the cheque, setting out all the details of the cheque; and
- provide written consent from the cheque payee where possible or provide an indemnity to BFS.

Your telephone direction will alert us to advise our bankers but we are unable to process a stop payment to our bankers without a written direction from you.

You will be responsible to the payee for the stop payment. We will not be responsible to you if your direction arrives after our banker has paid on the cheque as presented to them.

We do not charge you a fee to record the Stop Payment of a corporate cheque, however there may be costs charged by our Corporate Banker which will be passed on to you by debiting your account.

22.3 Terms and Conditions - Bank Cheques

On receipt of your request BFS will arrange for the cheque to be issued by our bankers.

You will need to ensure that sufficient available funds are held in your account to cover the withdrawal.

Bank cheques will be arranged through our bankers for collection from our Sydney Office or from your nominated branch of one of our bankers on the business day (Sydney Time) where your request is received by 1.00 pm (Sydney time), or the following business day where your request is received after 1.00 pm (Sydney time).
Please refer to our Account and Service Fees Schedule for any fees which may be payable for the issue of a Bank Cheque.

22.4 Bank Cheques - Stop Payment

It is only possible to stop payment on a Bank Cheque up to the time it is presented to our bankers for payment and only if the cheque is stolen or lost.

If you want to stop payment on a cheque you need to:

- contact one of our State Offices and notify us of all the details;
- send us a written request to stop payment on the cheque, setting out all the details of the cheque; or
- provide written consent from the cheque payee where possible or provide an indemnity to BFS.

Your telephone direction will alert us to advise our bankers but we are unable to process a stop payment to our bankers without a written direction from you.

You will be responsible to the payee for the stop payment. We will not be responsible to you if your direction arrives after our bankers have paid on the Bank Cheque as presented to them.

We do not charge you a fee to record the Stop Payment of a Bank Cheque, however there may be costs charged by our Corporate Banker which will be passed on to you by debiting your account.

22.5 Terms and Conditions - International Cheques

On receipt of your request we will consult with our bank to ascertain if they can provide the currency and issue the International Cheque requested.

You will need to ensure that sufficient available funds are held in your account to cover the withdrawal. An International Cheque will be arranged through our bankers for collection from our Sydney Office or from your nominated branch of one of our bankers on the business day (Sydney Time) where your request is received by 1.00 pm (Sydney time), or the following business day where your request is received after 1.00 pm (Sydney time).

You agree that, to the maximum extent permitted by law, the involvement of BFS's bankers, their branches or other banks in connection with the services is entirely at your risk and that BFS is not liable for any loss of any kind arising in connection with the involvement of its bankers, any branch or other bank or their acts or omissions whether or not the other bank is appointed by BFS. Payments may be refused by our bankers should it be considered that insufficient information has been provided as to name and address of the beneficiary

The International Cheque may be cleared and settled through the clearing systems for the currency of the cheque, in which case payment will be subject to the regulations, procedures and delays of those clearing systems.
You must take reasonable care and precautions to prevent theft and fraudulent alteration of the International Cheque in any way and must notify BFS immediately if it has any cause whatsoever to suspect that the International Cheque has been stolen or so altered. If there is some irregularity with the International Cheque or its presentation (for example, the International Cheque has been materially altered by changing the amount), the International Cheque may be dishonoured and you may incur a dishonour fee. You indemnify BFS for loss of any kind in connection with:

a) any theft or fraudulent alteration of the International cheque (whether by you or any other person); and
b) any dishonour of the International Cheque for any reason.

The bank on which the International Cheque is drawn may only pay in accordance with its practices and policies and any applicable laws. You should not assume that these practices, policies and laws are the same as in Australia. In particular, you should not assume that crossing the International Cheque by drawing two parallel lines across its face from top to bottom (with or without the words `not negotiable' between them) will have the same effect as in Australia or that the International Cheque will only be paid to the named payee.

You agree to provide any such information to BFS if BFS asks you to, and promptly to procure the consent of any such person to the disclosure of that information if BFS so requires.

We charge for the issue of an International Cheque. Cheques lodged to accounts held at other financial institutions may incur a fee per transaction. Refer Part 2 of this PDS for Account and Service Fees Schedule.

22.6 International Cheques - Stop Payment

If the International Cheque is lost or stolen, you may ask BFS to stop payment of the International Cheque through its bankers by completing a `Stop Payment and Indemnity' form. However, you agree that BFS has no obligation whatsoever to stop payment of the International Cheque and that BFS will only stop payment of the International Cheque on the terms and conditions set out in the `Stop Payment and Indemnity' form.

If you want to stop payment on an International Cheque you need to:

- contact one of our State Offices and notify us of all the details;
- send us a written request to stop payment on the cheque, setting out all the details of the cheque; or
- provide written consent from the cheque payee where possible or provide an indemnity to BFS.

Your telephone direction will alert us to advise our bankers but we are unable to process a stop payment to our bankers without a written direction from you.

You will be responsible to the payee for the stop payment. We will not be responsible to you if your direction arrives after our bankers have paid on the International Cheque as presented to them.

We do not charge you a fee to record the Stop Payment of an International Cheque, however there may be costs charged by our Banker which will be passed on to you by debiting your account.

PART 2

23 Account and Service Fees Schedule

Please refer to the separate Account and Service Fees Schedule for our current Fees. The Account and Fees Schedule forms part of this PDS. Please contact us for a copy of the relevant schedule or download the schedule from our website www.bfs.org.au.