



# **BANKING ACCESS FACILITIES**

## **TERMS and CONDITIONS**

(includes OSKO, BPAY, HandyNet, HandyLine  
Mobile Banking and SMS messaging)

Effective 1 November 2018

## Product Disclosure Statement

These Terms and Conditions apply to our BPAY, OSKO, HandyNet, HandyNet Business Banking, Mobile Banking and HandyLine facilities. These Terms and Conditions operate in conjunction with the Credit Union's "Product Disclosure Statement and General Terms and Conditions" and "Transaction Fees and Charges". Combined, these documents comprise the Credit Union's Product Disclosure Statement ("PDS") for the BPAY, HandyNet, HandyNet Business Banking, Mobile Banking and HandyLine facilities.

You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from your Credit Union and are available on our website.

If you would like further information about BPAY, OSKO, HandyNet, HandyNet Business Banking, Mobile Banking or HandyLine please phone: 1300 366 565 or email us: [info@horizon.org.au](mailto:info@horizon.org.au)

The Customer Owned Banking Code of Practice and ePayments Code apply to these Terms and Conditions.

Information that is not materially adverse to the member's decision is subject to change from time to time without notice. A current PDS can be found on our website or a paper copy can be supplied free of charge upon request.

## HANDYNET AND HANDYLINE TERMS & CONDITIONS

### 1. DEFINITIONS

- 'HandyNet' means Horizon's internet banking.
- The 'Service' means the HandyNet Internet banking service which incorporates Mobile Banking and the HandyLine phone banking service which incorporates BPAY.
- 'Password' means the confidential code chosen by you, which when used in conjunction with your membership number gives you access to HandyNet and Mobile Banking.
- 'Access Code' means the confidential code chosen by you, which when used in conjunction with your membership number gives you access to HandyLine.
- 'Account' means any Savings, Investment or Loan account held by you with the company.
- 'Credit Union', 'we', 'us' or 'our' means Horizon Credit Union Limited.
- 'You' and 'Your' means the account holder instructing us through HandyNet. It also includes any third party authorised by you to access and/or operate your account(s), with the intent that you shall be liable for any use of HandyNet or HandyLine in respect of your accounts and for any failure of any authorised signatory to observe these conditions of use.

- 'Written notice' means notice delivered on paper and does not mean notice delivered by email.
- 'BPAY' means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY either via telephone or Internet or over the counter at a branch.
- 'Business Day' means any week day banks are open for business in Sydney.
- 'SMS One Time Password' means a one time password that is sent to your pre-registered mobile phone.
- 'ADI' means Approved Deposit Taking Institution

## 2. ELIGIBILITY

- All members of the Credit Union are eligible to access information about their account/s by using HandyNet or HandyLine once they have registered to use the service and have subsequently been issued with an initial entry password or access code.
- Access will be available to accounts in the name of Companies, Businesses, Trusts, partnerships, Incorporated associations, single and joint accounts.
- HandyNet access to electronic funds transfer options are available on application to accounts where multiple (two or more) signatures are required to transact on the account.

## 3. PROTECTING YOUR ACCOUNT

Please ensure that:

- Your device has current ant-virus software and a personal firewall installed and it is regularly checked for viruses, Trojans, worms and similar security threats.
- You avoid any online banking functions using equipment at public places such as Internet cafes.
- You take all reasonable steps to protect the security of the equipment and the privacy of your information;
- You exercise care to prevent unauthorised access to the equipment you use for accessing the HandyNet, or HandyLine, and
- You do not leave the equipment unattended while you have a HandyNet session open. Close the HandyNet session down when you're not using it.

## 4. PASSWORD AND ACCESS CODE

- To access HandyNet or HandyLine for the first time, you will need the Credit Union to provide you with an initial entry password or an access code. This will be provided when you register for HandyNet or HandyLine by contacting the Credit Union during normal working hours or by registering online.

Note: You will receive a password for HandyNet and an access code for HandyLine; these may be two different codes, they can be changed by you at any time. Mobile Banking uses the HandyNet username and password and can only be changed in HandyNet.

- When you use the initial entry password to access the service for the first time you will be required to select a new password. The new password you select can be between four and twenty characters in length and in the HandyNet's case shall contain both alpha and numeric characters.
- You must keep your password and access code secret and take steps to prevent its unauthorised use. You should not allow any person to watch you enter or hear your password or access code.
- We recommend that you do not use all or part of your name, your RediCARD or Visa Card PIN, the same digits or consecutive numbers when selecting your password or access code.
- You must not use your birth date or an alphabetic code that represents it. We also advise that you do not record your password or access code anywhere near the equipment, your transaction details such as statements or your membership identifiers such as your RediCARD, Visa Card or Membership card or in your mobile phone.
- The Credit Union may require you to change your password and access code at regular intervals. You may change your password whenever you desire.
- You must notify the Credit Union immediately if you believe someone else has become aware of your membership/account number and your password or access code.
- No record is available to the Credit Union of the password you personally select. If you forget your chosen password, please contact the Credit Union and we will need to provide you with a new initial entry password.
- Additional security for your account is available through the use of SMS One Time Passwords. If you choose this security option you must take all reasonable care to ensure that your mobile device remains secure. If you lose your mobile device you must contact the credit union immediately.

## 5. ELECTRONIC FUNDS TRANSFER (EFT) LIMITS AND RESTRICTIONS

- HandyNet is available for enquiries and transactions specified by the Credit Union from time to time.
- Access to EFT options may not be available to those accounts where multiple (two or more) signatures are required to transact on the account.
- You may suspend access to EFT at any time by contacting the Credit Union during normal working hours.
- The Credit Union may specify limits on the amounts that can be transferred and the types of accounts that can be accessed from and to using the service.
- If you schedule an EFT, the Credit Union will only affect it on the due date where sufficient cleared funds are available in your nominated account when the Credit Union processes the transfer. Ordinarily the last process of EFT Payments for the day occurs at 4.00pm. On a weekend or public holiday, the payment will not be processed until the next business day.
- Future dated payments that do not fall on a business day will be processed on the business day before.
- The Credit Union shall not be obliged to affect an EFT if you do not give the Credit

Union all of the required information to do so or if any of the information given is inaccurate or there are insufficient cleared funds in the account to be debited.

- Transfers can be made to a Term Deposit within the available 7 day period.
- Transfers can be made to loan accounts and redraws may be allowed on some loan accounts. The Credit Union may set a minimum and/or maximum limit available to redraw.
- Transfers cannot be made from certain types of accounts, including but not limited to the Christmas Club account. Transfers from the Christmas Club can be effected from 1 November to 31 January.

## 6. MISTAKEN INTERNET PAYMENTS

A mistaken internet payment is defined as a payment by a user through an internet banking facility where funds are paid into the account of an unintended recipient because the user enters or selects a BSB and/or account number that does not belong to the named recipient, as a result of the users error or the user being advised of the wrong BSB and/or account number.

### Obligations as a sending institution

- Contact Horizon Credit Union immediately if you have made a Mistaken Internet Payment on 1300 366 565.
- Horizon will acknowledge your report and investigate your payment with the receiving ADI.
- If Horizon is satisfied that a Mistaken Internet Payment has occurred, Horizon will request a return of funds. If we are not satisfied, we are not required to take any further action.
- You will receive a final report within 30 days from acknowledgement date of the outcome of the investigation. Depending on the outcome this may include:
  - Whether or not Horizon concluded that a Mistaken Internet Payment occurred;
  - Whether or not the receiving ADI concluded that a Mistaken Internet Payment occurred,
  - Whether or not there were sufficient funds in the mistaken recipient's account;
  - What further action you may take in relation to the matter.

### Obligations as a receiving institution

- Horizon Credit Union must acknowledge all requests for return of funds received from a sending ADI within 5 business days.
- On receiving this request, Horizon must investigate whether or not it believes a Mistaken Internet Payment has occurred.
- If Horizon is not satisfied that a Mistaken Internet Payment has occurred, we may seek consent of the unintended recipient to return the funds.
- In the event that a Mistaken Internet Payment has occurred, our obligations under the ePayments Code is as follows:

- **Notification of error is within 10 business days of transaction:**  
Withdraw the funds from the unintended recipient account and return them to the sending ADI within 5 – 10 days.
- **Notification of error is between 10 business days and 7 months of transaction:**  
Freeze the funds to the value of the transaction and notify the unintended recipient that we will withdraw these funds in 10 business days unless they can establish an entitlement to these funds. If no entitlement is established, return the funds to the sending ADI within 2 days of the expiry of the 10 day period.
- **Notification is more than 7 months after the transaction:**  
Seek consent of the unintended recipient to return the funds. If consent is given, return the funds to the sending ADI.
- **Where funds are not available:**  
Use reasonable endeavours to retrieve the funds such as facilitating repayments through instalments.

## 7. **DISPUTED TRANSACTIONS**

- If you have a problem or complaint about HandyNet or HandyLine, please report it to the Credit Union immediately on 1300 366 565. We will investigate your complaint and advise you of the outcome.
- If you do not accept the Credit Union's response to your complaint, you may arrange to have the matter dealt with in accordance with the Credit Union's dispute resolution procedures.
- The Credit Union is not responsible for the unavailability of HandyNet or HandyLine in whole or part or for delays or errors in the execution of any transaction due to problems with the communication, network, ancillary equipment, or the company's computer system or any other circumstances.
- The Credit Union is not liable for the failure of HandyNet or HandyLine to perform in whole or in part any function that the Credit Union has specified it will perform.
- The Credit Union is not liable for any loss or damage if a HandyNet or HandyLine transaction is delayed, is not affected or is in error for any reason.
- See the section referring to BPAY Terms and Conditions if the dispute is in relation to a BPAY transaction.

## 8. **OUR COMMITMENT TO YOU**

- The Credit Union will make every effort to ensure that HandyNet and HandyLine are available to you 24 hours a day, 7 days a week, but we are not responsible for any breakdown or interruption in the services due to circumstances beyond our control.
- The Credit Union will endeavour to ensure the information it makes available to you through the services is as far as practicable up to date and correct.
- Transactions made through HandyNet and HandyLine will generally be processed immediately up to 4pm on a normal business day or be processed on the next business day.

## 9. YOUR LIABILITY

A receipt or reference number will be issued for each EFT performed using HandyNet and HandyLine. We recommend you record all HandyNet and HandyLine transactions for checking against your regular account statement.

### **Limit of your liability**

You may be liable for the first \$150 of loss.

You will not be liable for unauthorised operations on an account for which the correct membership number and password/access code are used.

### **In the event of unauthorised access or suspicion of unauthorised access:**

Notify the Credit Union immediately on 1300 366 565 if you become aware or suspect that an unauthorised operation has taken place.

We expect that you will provide all necessary assistance and co-operation with regard to any investigation of the circumstance giving rise to the unauthorised transaction.

You may cancel or suspend your access to HandyNet and or HandyLine at any time by giving the Credit Union written or verbal notice.

The Credit Union may suspend your access to HandyNet or HandyLine with or without notice if the Credit Union considers a security issue has arisen, which requires further investigation.

The Credit Union may terminate your HandyNet or HandyLine access at any time and advise you by writing or emailing you at the address last recorded on the credit union's system.

The Credit Union reserves the right to cancel, discontinue or withdraw the service/s without prior notice.

## 10. FEES AND CHARGES, TERMS & CONDITIONS

- The Credit Union reserves the right to introduce and vary fees and charges & terms and conditions for HandyNet or HandyLine transactions and use of the services.
- The Credit Union may debit fees and charges to your account.
- The Credit Union will advise you of any change to fees and charges no later than the day the change takes effect.
- The Credit Union will communicate a change to fees and charges or terms and conditions in one or more of the following ways:
  - ~ an advertisement in local media;
  - ~ member statements
  - ~ a notice in the Credit Union's newsletter;



- ~ individual notice by separate letter;
- ~ email advice to the email address last advised to you and recorded on our system.

You will be notified no later than the day the change takes effect and at least 20 days before the change takes effect where the changes to the fees and charges may increase your obligations to the credit union.

You may at any time request in writing that we withdraw your access to the service/s. You remain responsible for any transactions made on your account using the service until the request has been received and processed by us.

## **SMS MESSAGING TERMS AND CONDITIONS**

These Terms and Conditions will govern your access via SMS. It is therefore important that you read and accept these Terms and Conditions carefully before you use SMS. Upon such use, these Terms and Conditions apply to every SMS activity undertaken on your account and you will be legally bound by them.

Our SMS Messaging facility is an automated information service that allows you to gain access to selected transaction and balance information about your account(s) using Short Message Service (SMS) sent to your mobile phone. Any one transaction may generate more than one SMS alert message from the Credit Union.

You can cancel your registration for SMS Messaging at any time via HandyNet.

If your mobile number changes you are responsible for advising us of the change by amending your SMS Messaging registration within HandyNet.

If your mobile device is used by other people, they may receive, or be able to access messages intended for you in connection with SMS Messaging. The Credit Union is not liable for sending SMS messages to another party where you have not altered your mobile phone number or have lost your mobile device.

If you take your mobile device overseas without suspending SMS Messaging, it will be assumed you have authorised us to transmit your information outside Australia, using transmission equipment that may store your information.

We recommend that you protect your information by keeping your mobile device secure at all times and deleting your SMS messages after you have read them. You should not record your member number or password or a disguised record of your password in or on your mobile device.

You should not rely solely on SMS Messaging for managing your accounts. It is important that you regularly check your account statements.



The Credit Union will make all reasonable efforts to ensure the availability, accuracy and currency of SMS Messaging, however we are not liable if SMS Messaging is not available, is inaccurate or is experiencing delays or errors. We accept no liability to you for any loss you suffer as a result of SMS Messaging. If you believe there is an issue with SMS Messaging please contact us.

## **HANDYNET BUSINESS BANKING TERMS AND CONDITIONS**

These Terms and Conditions apply to our HandyNet Business Banking facility. These Terms and Conditions operate in conjunction with the Credit Union's "Banking Access Facilities Terms and Conditions".

If you use the HandyNet Business Banking facility it will be assumed you have read, understood and accept these Terms and Conditions. Upon such use, these Terms and Conditions apply to every activity undertaken on the Business Banking account and each Signing Authority will be legally bound by them.

### **1. DEFINITIONS**


- 'Administrator' means someone who controls access to the account. Only the legal, beneficial or committee appointed person (for Community Support accounts) can be established as an account administrator.
- '**Authority to Operate**'
- 'Authority Password' means an individual user's password used to process, approve and delete batches/jobs
- 'Bank file' means an .aba file created through third-party accounting packages e.g. MYOB, Xero.
- 'Batch' means a template containing one or many individual transactions.
- 'Data Entry'
- 'Signing Authority' means an individual who performs operations via Business Banking.
- 'SMS One Time Password' means a one-time password that is sent to your pre-registered mobile phone.

### **2. USING HANDYNET BUSINESS BANKING**

Subject to a Signing Authority's level of access HandyNet Business Banking can be used to:

- Make a payment from a Nominated Account;
- Access information such as available account balances and transactions;
- Export or download a bank file;
- Create, edit or delete a batch;
- Approve a batch for processing.

Individuals who are issued with HandyNet Business Banking login passwords and SMS One Time Passwords are called Signing Authorities. A signatory on any of your accounts will be taken to be a nominated Signing Authority.



Login passwords or the Signing Authorities can be changed by providing us with instructions to do so. Instructions can only be provided by the verified owner or owners of the account. This can also be completed by the Administrator should we stipulate this.

### **3. SECURITY**

#### **SMS One Time Password**

To perform certain transactions through the HandyNet Business Banking service an SMS One Time Password is required.

The transactions for which an SMS One Time Password is required include external batch payments. We can modify the types of transactions for which the SMS One Time Passwords are required.

Each Signing Authority will have permissions assigned according to your instructions. The permissions define some of the functions that the Signing Authority can and cannot perform through the business banking service on HandyNet by using their SMS One Time Password.

Signing Authorities must keep their password confidential and take steps to prevent its unauthorised use. They should not allow any person to watch them enter or hear their password. Passwords must not be shared amongst Signing Authorities under any circumstances.

## **BPAY FACILITY TERMS AND CONDITIONS**

### **TERMS AND CONDITIONS**

Welcome to our BPAY<sup>®</sup> facility. You may choose to access our BPAY facility via HandyNet, HandyNet Business Banking, Mobile Banking or HandyLine.

**IMPORTANT:** These Terms and Conditions will govern your access to BPAY. It is therefore important that you read these Terms and Conditions carefully before you use BPAY.

If you access BPAY then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions apply to every BPAY Payment on your Account and you will be legally bound by them.

### **1. DEFINITIONS**

- Access Method – means a method authorised by us for your use and accepted by us as authority to make a BPAY Payment and to access your Account and includes, but is not limited to, any combination of a card, an Account number, card number, expiry date, PIN and password, but does not include a method which requires your manual signature.
- Account/s – means any account, which we agree you may access for the purpose of effecting BPAY Payments.
- Banking Business Day – means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

- Biller – means an organisation who tells you that you can make bill payments to them through BPAY.
- BPAY - means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via telephone or internet access or any other Access Method as approved by us from time to time.
- BPAY Payment - means a payment transacted using BPAY.
- BPAY Pty Ltd – means BPAY Pty Limited ABN 69 079 137 518, PO Box GPO Box 3571 Sydney NSW 2001, telephone (02) 82520500.
- CUSCAL – means Credit Union Services Corporation Australia Limited.
- Cut Off Time – means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY

In addition, references to:

- "we", "us" or "our" are references to us, the credit union through which you have elected to gain access to BPAY; and
- "you" or "your" are references to you, the Account holder(s) in respect of the Account from which you instruct us to make BPAY Payments.

## 2. Customer Owned Banking Code of Practice

The relevant provisions of the Customer Owned Banking Code of Practice apply to these Terms and Conditions.

## 3. ePAYMENTS CODE and Customer Owned Banking Code of Practice

We warrant that we will comply with the ePayments Code and the Customer Owned Banking Code of Practice where those codes apply to your use of BPAY.

## 4. SECURITY BREACHES

- a. We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
  - you become aware of any delays or mistakes in processing your BPAY Payment;
  - you did not authorise a BPAY Payment that has been made from your Account; or
  - you think that you have been fraudulently induced to make a BPAY Payment.
- b. If you think that the security of your Access Method has been compromised you should notify us immediately and at any time by phoning your local branch or 1300 366 565. If outside of normal business hours you must leave a message on the answering machine.
- c. If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code.
- d. We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

## 5. USING BPAY

- a. We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- b. BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- c. When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your Customer Reference Number (e.g. your account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.
- d. You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 5(c) or if any of the information you give us is inaccurate.
- e. We will debit the value of each BPAY Payment and any applicable fees to the Account from which the relevant BPAY Payment is made. If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.
- f. You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.
- g. 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.

## 6. PROCESSING OF BPAY PAYMENTS

- a. A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in condition 7) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- b. We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- c. You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay – for these errors see clause 6(g)) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
- d. A BPAY Payment is treated as received by the Biller to whom it is directed:
  - on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and
  - a BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.
- e. Notwithstanding this, a delay may occur processing a BPAY Payment if:
  - there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
  - you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day; or

- a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- f. If we are advised that your payment cannot be processed by a Biller, we will:
- advise you of this;
  - credit your Account with the amount of the BPAY Payment; and
  - take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
- g. You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:
- the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
  - the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.

## 7. FUTURE-DATED PAYMENTS<sup>1</sup>

You may arrange BPAY Payments in advance via HandyNet, HandyLine, or HandyNet Business Banking. If you use this option you should be aware that:

- a. You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility<sup>1</sup>, there must be sufficient available credit for that purpose.
- b. If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY Payment will not be made and you may be charged a dishonour fee.
- c. You are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly.
- d. You should contact us on 1300 366 565 during business hours if there are any problems with your future-dated payment.
- e. You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY payment on or after that date.

## 8. BPAY TRANSACTION LIMITS

- a. We may limit the amount of BPAY Payments you may make on any one day.
- b. If at any time BPAY will allow transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other transactions.
- c. We will advise you of all such a transaction limits.

## 9. REFUSING BPAY PAYMENT DIRECTIONS

You acknowledge and agree that:

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<sup>1</sup> Depending on whether we will permit a credit facility to be used for that purpose.

- a. we may refuse for any reason to give effect to any direction you give us in respect of a payment to be made via BPAY; and
- b. we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

## 10. YOUR LIABILITY FOR BPAY PAYMENTS

- a. You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
- b. If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.
- c. You are not liable for losses caused by unauthorised BPAY Payments:
  - (i) where it is clear that you have not contributed to the loss;
  - (ii) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - us;
    - any organisation involved in the provision of BPAY; or
    - any Biller;
  - (iii) relating to a forged, faulty, expired or cancelled Access Method;
  - (iv) resulting from unauthorised use of the Access Method:
    - before you receive that Access Method; or
    - after you notify us in accordance with clause 4 that your Access Method has been misused, lost or stolen or used without your authorisation; or
  - (v) that are caused by the same BPAY Payment being incorrectly debited more than once to your Account.
- d. You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
  - (i) your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clauses 10(a), (b), (c) and (d);
  - (ii) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.

However, you will not be liable for:

- (i) the portion of the loss that exceeds any applicable daily or periodic transaction limits;
- (ii) the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or



- (iii) all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.
- e. Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment and clause 11(d) does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
  - (i) \$150;
  - (ii) the balance of your Account, including any prearranged credit; or
  - (iii) the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).
- f. You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the BPAY terms and Conditions or acted negligently or fraudulently under this agreement.
- g. If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.
- h. Notwithstanding any of the above provisions your liability will not exceed your liability under the ePayments Code.

#### **11. REVERSALS AND CHARGEBACKS**

No chargebacks or reversals 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 including where the merchant may have failed to deliver the goods and services to you.

This clause operates with respect of BPAY Payments sourced from credit card accounts notwithstanding any statement to the contrary contained in any credit card scheme rules.

#### **12. MALFUNCTION**

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment.

In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result.

#### **13. CONSEQUENTIAL DAMAGE**

- a. This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws



would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause 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.

- b. We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

#### **14. RESOLVING ERRORS ON ACCOUNT STATEMENTS**

- a. All BPAY Payments and applicable fees will be recorded on the Account statements of the Accounts to which they are debited.
- b. You should check all entries on your Account statements carefully.
- c. If you believe a BPAY Payment entered on your statement is wrong or was not authorised by you, contact us immediately and give the following details:
- your name and Account number;
  - the date and amount of the BPAY Payment in question;
  - the date of the Account statement in which the payment in question first appeared;
  - a brief and clear explanation of why you believe the payment is unauthorised or an error.
- d. If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you
- e. Within 21 days of receipt from you of the details of your complaint, we will:
- complete our investigation and advise you in writing of the results of our investigation; or
  - advise you in writing that we require further time to complete our investigation.
- f. We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- g. When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the ePayments Code.
- h. If you are not satisfied with our decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, for instance, contact the Australian Financial Complaints Authority (AFCA) . The AFCA contact details are:

Australian Financial Complaints Authority  
GPO Box 3, MELBOURNE VIC 3001  
Call: 1800 931 678

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

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

- i. If we find that an error was made, we will make the appropriate adjustments to your affected account, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- j. If we decide that you are liable for part or all of a loss arising out of unauthorised BPAY Payment, we will:
  - give you copies of any documents or other evidence we relied upon in reaching this decision; and
  - advise you in writing whether or not there was any system malfunction at the time of the payment complained of.
- k. If we fail to observe these procedures or the requirements of the ePayments Code when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.

#### **15. TRANSACTION AND OTHER FEES**

- a. We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
  - issuing your Access Method or any additional or replacement Access Method;
  - using your Access Method;
  - any BPAY Payment; or
  - giving you access to BPAY; or
  - any other service provided in relation to BPAY, including error corrections.
- b. We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.
- c. We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient funds in the relevant Account.

#### **16. CHANGES TO TERMS AND CONDITIONS**

- a. We may change these Terms and Conditions and BPAY fees and charges from time to time.
- b. We will give you at least 30 days' notice before the effective date of change if the change to the Terms and Conditions will:
  - introduce a new fee or charge; or
  - vary the method by which interest is calculated or the frequency with which it is debited or credited.We will notify you by written notice to you.
- c. We will give you at least 20 days' notice before the effective date of change or such other longer period as may be required by law if the change to the Terms and Conditions will:
  - increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;

- increase your liability for losses; or
- impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY.

We will notify you by:

- notice on or with periodic Account statements;
  - notice in a member newsletter;
  - direct written notice to you; or
  - press advertisement in the national or local media.
- d. We will give you notice of any other changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law, by:
- notice on or with periodic Account statements;
  - notice in a member newsletter;
  - direct written notice to you; or
  - press advertisement in the national or local media.
- e. We are not obliged to give you advance notice if a variation involving an interest rate, fee or charge will result in a reduction in your obligations.
- f. Information on our current interest rates and fees and charges is available on request and on our website.
- g. If you do not wish your daily limit on transacted amounts via BPAY to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.
- h. BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these Terms and Conditions accordingly.

## 17. CANCELLATION OF BPAY ACCESS

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

## 18. PRIVACY

- a. We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments.
- b. We may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
  - (i) Billers nominated by you;
  - (ii) BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
  - (iii) CUSCAL.
- c. You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 19(b).
- d. You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 19(b) by contacting them.
- e. If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment.

## 19. MISCELLANEOUS

- a. These Terms and Conditions govern your BPAY access to any of your Accounts with us. Each transaction on an Account is also governed by the Terms and Conditions to which that Account is subject. These Terms and Conditions should be read in conjunction with the terms and conditions applicable to your Account and Access Method. To the extent of any inconsistency between these BPAY Terms and Conditions and the terms applicable to any of your Accounts or Access Methods, these BPAY Terms and Conditions will prevail.
- b. When you ask, we will give you general information about the rights and obligations that may arise out of your relationship with the Credit Union. This is information which, as a subscriber to the Customer Owned Banking Code of Practice, we have agreed to make available to you.
- c. You agree that you will promptly notify us of any change of address.
- d. We may post all Account statements and notices to you at your registered address as provided for in our rules.

## ANTI MONEY LAUNDERING & COUNTER TERRORISM FINANCING

In addition to the information contained within the Product Disclosure Statement and General Terms and Conditions brochure, the Credit Union may be required to delay, block or refuse to provide these facilities in order to comply with Anti Money Laundering/Counter Terrorism Financing Legislation.

We may be required to disclose Anti Money Laundering / Counter Terrorism Financing (AML/CTF) information by law;

We may be required to release information regarding internet banking transactions to overseas

regulators;

We may be prohibited from effecting some internet banking transactions to overseas jurisdictions and involving certain persons (in addition to the prohibitions required by Australian law);

Your transactions could be delayed, blocked or frozen if we believe on reasonable grounds that making a payment may be in breach of the law.

You agree that we will incur no liability to you if we do block any transaction, or refuse to pay any money in the reasonable belief that a transaction may contravene any such law.

We may need to collect additional information from you in order for it to comply with AML/CTF laws; and

We may suffer loss from you entering into transactions that would breach the AML/CTF laws or acting on someone else's behalf (unless they are a trustee) in breach of the AML/CTF laws. We may seek a customer warranty and indemnity based on the warranty.

## OSKO by BPAY TERMS AND CONDITIONS

### DEFINITIONS

**Account** means your account with us.

**Adjustment** means a transaction initiated by us or you to adjust or reverse an Osko Payment which has already been cleared and settled.

**BPAY** means BPAY Pty Ltd (ABN 69 079 137 518), Level 1, 255 George Street, Sydney NSW 2000.

**Business Day** means any day from Monday to Friday on which Horizon Credit Union (HCU) is open for business.

**ePayments Code** means the ePayments Code published by the Australian Securities and Investments Commission.

**Fast Payments** means a payment cleared and settled through the New Payments Platform (NPP)

**Misdirected Payment** means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

**Mistaken Payment** means an NPP Payment, made by a Payer who is a 'user' for the purposes of the ePayments Code, which is erroneously credited to the wrong account because of the Payer's error.

**NPP** means the New Payments Platform operated by NPP Australia Limited.

**NPP Payment** means a payment cleared and settled via the NPP, and includes an Osko Payment.

**Organisation** means any of the following persons:

- (a) a natural person (i.e. an individual) acting in their capacity as a trustee, sole trader or partner of a partnership;
- (b) a body corporate in its personal capacity or as a trustee;
- (c) a government agency;

- (d) an unincorporated body or association; or
- (e) a firm or partnership.

**Organisational Payer** means a Payer who is an Organisation.

**Osko** means the Osko payment service provided by BPAY.

**Osko Payment** means a payment made by or on behalf of a Payer to a Payee using Osko.

**Payee** means a customer who uses Osko to receive Osko Payments or Adjustments.

**Payer** means a customer who uses Osko to make Osko Payments or Adjustments.

**PayID** means the identifier you choose to use to receive NPP Payments.

**PayID Name** means the name we give you or the name selected by you (with our approval) to identify you to Payers when your PayID is used to make an NPP Payment.

**PayID service** means the central payment addressing service which is available for addressing NPP Payments.

**Personal Information** has the meaning given by the Privacy Law.

**Privacy Law** means the Privacy Act 1988 (Cth) and regulations made under the Act.

**Service Provider** means a person engaged by BPAY to provide goods or services to BPAY in connection with Osko.

**We, Horizon, HCU, us** and **our** means Horizon Credit Union Limited ABN 66 087 650 173 AFSL and Australian Credit Licence No. 240573.

**You** and **your** means a customer of Horizon who uses the Osko service provided by us.

## 1. About OSKO

- 1.1 We subscribe to Osko under the BPAY scheme. Osko allows customers to make and receive Osko Payments in near real-time.
- 1.2 We offer this service to all our customers who satisfy the requirements set out in these Osko Terms and Conditions. By using Osko you agree to these Osko Terms and Conditions.
- 1.3 If we are not able to offer you Osko, you will not be able to send or receive Osko Payments through us.
- 1.4 When using Horizon's internet banking or mobile banking, you can perform the following Osko Payment transactions:
  - (a) receive or send single or multiple Osko Payments; and
  - (b) add or modify scheduled and recurring Osko Payments.

## 2. How to use Osko

- 2.1 Not all Horizon accounts will be eligible to send or receive Osko Payments. Refer to the relevant account Terms and Conditions for specific account information.
- 2.2 To use Fast Payments including Osko, you must have registered a mobile device to accept SMS One Time Password.
- 2.3 Your daily Osko Payment transaction limit will be \$1500. A higher permanent or temporary limit can be requested and will be approved at the discretion of the credit union.
- 2.4 Osko Payment transactions can only be initiated through internet or mobile banking channels and can be sent to a payee identifier either via a registered PayID or a BSB and account number.



- 2.5 You must comply with the terms and conditions applying to the Account to which you request us to debit or credit an Osko Payment and/or the service you use to participate in Osko, to the extent that those terms are not inconsistent with or expressly overridden by these Osko Terms and Conditions. These Osko Terms and Conditions are in addition to those terms. If there is any inconsistency between the terms and conditions applying to the relevant Account and/or service and these Osko Terms and Conditions, these Osko Terms and Conditions will apply to the extent of that inconsistency.

### 3. Osko and PayID

- (a) To make or receive an Osko payment, you are not required have a registered PayID.
- (b) When you direct an Osko Payment to a PayID connected to a joint account, other account holders may be able to see the messages and notifications associated with the Osko Payment. Similarly, depending on the setting you choose for your PayID, other account holders on your Account may be able to see messages and notifications associated with payments and payment requests addressed to your PayID. You can obtain more information regarding the use of PayIDs by joint accounts at [www.horizoncreditunion.com.au](http://www.horizoncreditunion.com.au)
- (c) When initiating a transaction, you might direct the transaction to an incorrect account if you get a PayID wrong. To try to avoid this, we will ask you to verify that you have the right PayID. We will do this by presenting you with the associated PayID Name as an additional confirmation of the intended recipient before you submit a transaction.
- (d) We may retain certain information relating to PayIDs you use. Clause 5.5 has more information on how we collect, use, handle and store personal information such as PayIDs.
- (e) Please refer to the PayID Terms of Use available at [www.horizoncreditunion.com.au](http://www.horizoncreditunion.com.au) or from any of our branches for the terms and conditions of PayID.

### 4. Osko Payments

#### 4.1 Payment directions

- (a) You must give us the following information when you request a payment through the Osko service. We will then debit your Account with the amount of that Osko Payment on the date requested:
  - (i) the amount of the Osko Payment; and
  - (ii) if you elect not to use PayID, the details of the Payee's account(s) to be credited with the amount of the Osko Payment; or
  - (iii) if you elect to use PayID, the Payee's PayID.
- (b) Subject to applicable laws, including where applicable the ePayments Code, we will treat your instructions to make an Osko Payment as valid:
  - (i) if you provide us with the information referred to in clause 4.1(a); and
  - (ii) when you give such information to us, you comply with the security procedures specified in clause 2.



- (c) You should ensure that all information you provide in relation to an Osko Payment is correct, as we will not be able to cancel an Osko Payment once it has been processed. Osko transactions are conducted in near real-time, 24/7, so care must be taken when inputting the payment details. It may not be possible to recover funds incorrectly or fraudulently processed.
- (d) Where we and the sending financial institution determine that an Osko Payment made to your Account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your Account an amount up to the original amount of the Mistaken Payment or Misdirected Payment. We will notify you if this occurs.
- 4.2 Investigations and liability for unrecoverable funds Payment disputes and investigations and liability for unrecoverable funds will be determined, actioned and resolved in compliance with all applicable laws, including where relevant the ePayments Code and Osko rules.
- 4.3 Payment disputes and investigations
- (a) Payment disputes in relation to Osko Payments can be lodged directly to Horizon in person at any branch or by calling us on 1300 366565.
- (b) We will keep you informed of the progress of all disputes and investigations. However, we may not notify you or keep you informed of certain investigations and disputes where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or Osko more broadly.
- (c) Where you are not satisfied with the outcome of a payment dispute or our handling of the matter, you may be able to pursue the matter further by referring it free of charge to the Australian Financial Complaints Authority (AFCA) by calling 1800 931 678, emailing [info@afca.org.au](mailto:info@afca.org.au), visiting [www.afca.org.au](http://www.afca.org.au) or sending a letter to:  
Australian Financial Complaints Authority P.O. Box 3 Melbourne VIC 3001
- 4.4 Notifications
- (a) We will inform you at the time of the transaction via our internet or mobile banking platform when:
- (i) we confirm and validate each Osko Payment direction you give us; or
- (ii) an Osko Payment or Adjustment transaction which has been initiated:
- is successfully completed; or
  - fails for any reason.
- (b) You may also at any time access a record of all Osko transactions (including Osko Payments deposited into your Account) by accessing your Account transaction records or statements via internet and mobile banking platforms.
- (c) Where we are able to do so we will:
- (i) notify you if there are any delays in processing transactions;
- (ii) notify you when your transaction is likely to be completed; and
- (iii) give you the opportunity to cancel a transaction if it is delayed.

#### 4.5 Limitation of liability and Mistaken Payments

- (a) You must tell us immediately if:
  - (i) you become aware of any delays or mistakes in processing your Osko Payment;
  - (ii) you did not authorise an Osko Payment that has been made from your Account;
  - or
  - (iii) you think that you have been fraudulently induced to make a Osko Payment.
- (b) Please refer to the relevant account terms & conditions for information on how we will attempt to rectify any such matters in relation to your Osko Payment.

We are not liable for any consequential loss or damage you suffer as a result of Mistaken Payments. When the ePayments Code does not apply, we are not liable for any loss or damage you suffer as a result of your error.

### 5. General

#### 5.1 Suspension and termination

We may suspend or terminate your participation in Osko if:

- (a) we suspect that you, or someone acting on your behalf, is being fraudulent;
- (b) we suspect that you are using Osko in a manner that will or is likely to affect our ability to continue providing Osko to you or our other customers;
- (c) you breach any obligation under these Osko Terms and Conditions which is capable of remedy and do not remedy that breach within 20 Business Days of receipt of a notice from us specifying the breach and requiring the breach to be remedied;
- (d) you breach any obligation under these Osko Terms and Conditions which is incapable of remedy; or
- (e) you become insolvent or bankrupt.

#### 5.2 Other suspension or termination events

In addition to clause 5.1, we may immediately terminate and/or suspend your participation in Osko by notifying you if our membership to the BPAY scheme or our subscription to Osko is suspended, ceases or is cancelled (as the case may be) for any reason.

#### 5.3 Changes to terms

We may change these Osko Terms and Conditions or any documents referred to in these Osko Terms and Conditions at any time, which will be made available on our website [www.horizoncreditunion.com.au](http://www.horizoncreditunion.com.au)

#### 5.4 Privacy and confidentiality

- (a) Our Privacy Policy contains information on how we collect, use or store your Personal Information in accordance with the requirements of the Australian Privacy Principles. Our Privacy Policy is available on our website.
- (b) In order to provide you with services under Osko, we may need to disclose your Personal Information (including updates to such Personal Information notified to us) to BPAY and/or its Service Providers. If we do not disclose your

Personal Information to BPAY or its Service Providers, we will not be able to provide you with services under Osko.

- (c) Accordingly, you agree to our disclosing to BPAY, its Service Providers and such other participants involved in Osko such Personal Information relating to you as is necessary to facilitate the provision of Osko to you.

5.5 ePayments Code

We warrant that we will comply with the ePayments Code as it applies to your dealings with us.

5.6 Customer Owned Banking Code of Practice

We undertake to comply with the Customer Owned Banking Code of Practice as it applies to your dealings with us.



ABN 66 087 650 173 AFSL 240573 Australian credit licence number 240573  
Phone: 1300 366 565 Email: [info@horizon.org.au](mailto:info@horizon.org.au) [www.HorizonCreditUnion.com.au](http://www.HorizonCreditUnion.com.au)

