

bankwest



Bankwest, a division of Commonwealth Bank of Australia
ABN 48 123 123 124 AFSL/Australian credit licence 234945

BWA Cash Management Account (BWA CMA)

Bankwest Access Facilities
– Conditions of Use
– 27 November 2015

Product Information Statement

The BWA Cash Management Account Product Information Statement that you received when you opened your nominated BWA CMA should be read in conjunction with these Access Facilities – Conditions of Use and the Banking Services Rights and Obligations document. You should read all of these documents carefully and retain them for future reference. Copies of these documents can be obtained by contacting our Client Services Team on 1300 663 117 or by visiting bwami.com.au.

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About These Conditions of Use

These Conditions of Use apply to your use of the following Bankwest Services (applicable to what you have applied for) relating to your nominated account.

- Bankwest Online Banking* – Parts 1,3, 6, 7 and 8
- Phone Banking* – Parts 1, 3, 6, 7 and 8
- Pay Anybody – Parts 1, 3, 4, 6, 7 and 8
- Bankwest Debit Cards – Parts 1, 2, 6, 7 and 8.

Each of these Services provides you with access to your BWA CMA which we agree you may nominate.

Before you use any of the above Bankwest Services you should read these Conditions of Use carefully. They operate in addition to and should be read together with the BWA Cash Management Account Product Information Statement (PIS). If there is an inconsistency between these Conditions of Use and the information contained within the PIS, these Conditions of Use prevail in respect of EFT transactions.

You should retain this document for future reference. This document is available on request from our Client Services Team on 1300 663 117 or visit bwami.com.au

Customer Enquiries – please call 1300 663 117

Where to Report Lost or Stolen Cards or Suspected Unauthorised Transactions (24 hours) Within Australia – 13 17 19 (cost of a local call).

Outside Australia – +61 8 9486 4130 (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 8 9486 4130. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator).

* Including the BPAY scheme.

Part 1 – General Conditions of Use

1.1 Definitions

The following expressions have the following meaning:

Access method means a method the use of which we authorise and accept as providing authority to us to act on an instruction given through electronic equipment. A reference to an access method includes a reference to each of its individual components and includes, but is not limited to, a card, card details, a security token, a secret code or any combination of these. It does not include a method where a manual signature is the principal means of verifying the authority to give the instructions.

Account Holder (Online Business Banking) means the legal owner of a Nominated Account.

ADI means any bank, building society, credit union or other authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).

ATM means an automatic teller machine.

Bill means an organisation who tells you that you can make bill payments to them through the BPAY scheme.

BPAY payment means a payment to a biller through the BPAY scheme.

BPAY Pty Ltd means BPAY Pty Ltd ABN 69 079 137 518, GPO Box 3545, Rhodes NSW 2138. Tel (02) 9646 9222.

BPAY scheme means a service which allows you to make BPAY payments electronically and receive or access bills electronically via BPAY View. We have membership of the BPAY scheme. We will tell you if we cease to have membership of the BPAY scheme.

BPAY View means an electronic service offered as part of the BPAY scheme which allows you to view bills from a nominated biller electronically.

Business day means any weekday, including local public holidays in Australia, but excluding public holidays observed Australia wide.

Card means a branded card issued by us to enable you to access your nominated accounts.

Card details means the information printed on a card and includes, but is not limited to, the card number and expiry date.

Cardlink Services Ltd means Cardlink Services Ltd ABN 60 003 311 644, Level 4, 3 Rider Boulevard, Rhodes NSW 2138. Tel: (02) 8754 2800.

®Registered to Bpay Pty Ltd ABN 69 079 137 518

Client Services Team means a team of representatives responsible for the administration of your nominated account.

Customer Service Centre means a Bankwest-branded Customer Service Centre.

Daily Payment Limit (Online Business Banking) means the aggregate amount of Payments that you may instruct us via Online Business Banking to make from your Nominated Accounts on any Business Day.

EFT system means the shared system under which EFT transactions are processed.

EFT terminal means any terminal connected to the electronic banking system and authorised by us for use with an access method to conduct an EFT transaction, including Bankwest-branded ATMs and EFTPOS.

EFT transaction means an electronic funds transfer from or to a Bankwest-branded account with us initiated by a user through electronic equipment using an access method.

EFTPOS means an electronic funds transfer point of sale terminal.

Electronic communication means a message we transmit to you and you receive from us electronically, in a form that you retain for later reference such as by printing or by storing for later display or listening.

Electronic equipment includes, but is not limited to, a computer, television, telephone, mobile phone, mobile devices and an EFT terminal.

Eligible Account (Online Business Banking) means a Bankwest-branded account of a type that Bankwest determines from time to time is eligible to be accessed via Online Business Banking.

Eligible Recipient Account means an account:

- which is maintained by an ADI which is a subscriber to the ePayments Code;
- that belongs to an identifiable individual in whose name a facility has been established by the subscriber.

ePayments Code means the ePayments Code issued by ASIC.

Instruction (Online Business Banking) means any request or instruction to Bankwest that is effected through Online Business Banking by use of a PAN and Secure Code.

International transfer means a payment to a beneficiary account at a bank overseas.

Merchant means a supplier of goods or services.

Mistaken Internet Payment means a payment initiated using the Pay Anybody service described in clause 4.2 from your account where funds are paid into an Eligible Recipient Account of an unintended recipient because a User enters or selects a BSB number and/or identifier that does not belong to the named and/or intended recipient as a result of:

- the User's error, or
- the User being advised of the wrong BSB number and/or identifier.

This does not include payments made using BPAY.

Mobile device means a mobile phone, tablet device or other small screen device which can be used to access the Internet.

Nominated account means a Bankwest-Branded account with us, other than a credit card account, which you nominate and which we authorise you to access to conduct EFT transactions.

If there is more than one accountholder and/or more than one authorised signatory to the account, each accountholder and each signatory must be authorised to operate the nominated account alone.

Nominated Account (Online Business Banking) means an Eligible Account you operate with Bankwest that you nominate to be accessed, in order to transfer funds to or from it or obtain information about it, by using Online Business Banking. This includes, without limitation, an individual account, joint account, company account, trust account or a partnership account provided that if the account allows for more than one signatory to effect transactions in respect of it, the account operation method requires instructions to be given by 'any one' of a number of signatories or by 'any two of them jointly'.

Online Business Banking means Bankwest's Online Business Banking Internet service, which allows you to conduct your business banking and transact online on your Nominated Accounts. It also includes such other electronic or computer-based banking services that Bankwest may add to the service from time to time. With the exception of international transfers, which are governed by these Account Access Conditions of Use and the Guide to Banking Fees Brochure, the Online Business Banking Product Disclosure Statement governs Bankwest Online Business Banking.

PAN means a personal access number of up to 10 characters allocated to a user by us to identify the user for the purposes of accessing Phone Banking and Bankwest Online Banking.

Payment (Online Business Banking) means a transfer of value (including an internet transfer) from a Nominated Account to: other Nominated Accounts (provided that the payment does not involve a transfer between two credit card accounts), any other Bankwest-branded accounts (whether of the Account Holder or any other persons) or non-Bankwest-branded accounts (whether of the Account Holder or any other persons), except credit card accounts.

PIN means the personal identification number we allocate to a user with a card, as changed by the user or us from time to time.

Receiving ADI means an ADI which is a subscriber to the ePayments Code and whose customer has received a payment which you have reported as being a Mistaken Internet Payment.

Regular Payment Agreement means a recurring payment or an instalment payment between you and a merchant in which you pre-authorise the merchant to bill your card account at intervals agreed by you.

Secret code means individually and collectively a user's PIN, token code, secure code, token PIN, answers to your Secret Questions and SMS Code.

Secret Questions means security questions pre-arranged with us that may be asked when you wish to perform certain transactions or use certain functions in Bankwest Online Banking. The correct answers must be provided before the transactions can be made or the functions used.

Secret Questions Security means the Security Setting where, when requested, you must correctly answer the Secret Questions, in addition to your existing secure code to authenticate you as a user.

Secure code means the access method required by users, along with a PAN, to access Phone Banking or Bankwest Online Banking. For Phone Banking the secure code is a four digit number. For Bankwest Online Banking the secure code is an alphanumeric code of 8–16 characters and in the form required by us as described in Bankwest Online Banking from time to time or, for those users with a security token, a ten digit code which is a combination of the token PIN and token code.

Security Setting means your security setting for transactions using your card, SMS Code Security and for certain transactions in Bankwest Online Banking, SMS Code Security and/or Secret Questions Security, as applicable.

Security token means, if we have provided one to a user, the physical device which generates a token code.

Service means Bankwest's Online Banking, Phone Banking, Pay AnyBody or Debit Card.

SMS Code means a randomly generated 6 digit code we send by short messaging service (SMS) to your mobile phone for conducting transactions using your card or to perform certain transactions or use certain function in Bankwest Online Banking.

SMS Code Security means the Security Setting where, when requested, you must correctly enter your current SMS Code, in addition to any existing secure code to authenticate you as a user.

Token code means a random six digit code generated by a security token. The security of a token code is breached if the security token is lost, stolen or allowed to be seen by a person other than the user.

Token PIN means the four digit code which is chosen by users who have been provided with a security token.

Unauthorised means without knowledge or consent of a user.

User means you and any other person authorised by you and us to operate a nominated account alone (i.e. an authorised signatory).

WST means Western Australian standard time.

We, us, the Bank or Bankwest means Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124, AFSL/Australian credit licence 234945 and its successors and assigns. Any other grammatical form of the word 'we' has a corresponding meaning, and

You means the holder of the nominated account and each of you if there is more than one account holder. Any other grammatical form of the word 'you' has a corresponding meaning. For the purposes of complying with the requirements for the SMS Code Security and the Secret Questions Security, where relevant, "you" also includes any user.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

1.2 ePayments Code

We warrant that we will comply with the requirements of the ePayments Code, where those requirements apply to your dealings with us.

1.3 Code of Banking Practice

The Code of Banking Practice applies to the Services.

General descriptive information about our banking services is available on request in the form of a booklet issued by us called Banking Services Rights and Obligations. It includes, in particular, information about account opening procedures, our obligations regarding the confidentiality of your information, our complaint handling procedures, bank cheques, and on the advisability of you reading the terms

and conditions applying to our banking services and of informing us promptly when you are in financial difficulty.

1.4 Acceptance

The first use of an access method after receiving these Conditions of Use will constitute your agreement to the Conditions of Use in respect of the Service which is accessed.

1.5 Fees and charges

For fees and charges applicable to the issue or use of an access method, please refer to the BWA Cash Management Account Product Information Statement and Bankwest's Your Guide to Banking Fees or contact our Client Services Team on 1300 663 117.

We will debit your nominated accounts with any fees and charges incurred in the issue or use of an access method and with all duties, taxes and charges which governments may impose on us or you due to electronic transactions on your nominated accounts or to the provision of any of the Services. These government duties may include state debit tax.

You are responsible for any fees or charges imposed by a telecommunications provider/carrier for accessing Phone Banking or Bankwest Online Banking, including call costs and costs for accessing the internet where you access Bankwest Online Banking using a mobile device, whether Bankwest Online Banking is accessed from Australia or overseas. You should refer to your telecommunications provider/carrier for full details about the fees and charges associated with accessing and downloading information from the internet.

1.6 Changes to these Conditions of Use

Changes by Bankwest

We can change any of these Conditions of Use at any time. Circumstances where we may make changes to the terms and conditions include, but are not limited to, those where there are:

- changes to the cost of providing the account or services to you
- changes in legal or other regulatory requirements affecting us
- changes in any system or product development or enhancement.

If you consider that you will be adversely affected by changes notified to you under this clause, you may end your use of a Service or contact us to close the account.

We will give you at least 20 days (or such a longer period required by law) written notice of a change which:

- imposes or increases charges relating solely to the use

of an access method or the issue of an additional or replacement access method

- Increases your liability for losses relating to EFT transactions, or
- Imposes, removes or adjusts a daily or other periodic transaction limit applying to the use of an access method, a nominated account or electronic equipment.

Subject to any applicable legislation, we shall notify you of other changes no later than the day that the change takes effect by:

- A notice on or with your nominated account statement
- Publishing a press advertisement, or
- Notices on EFT terminals or in Bankwest-branded Customer Service Centres.

The above applies except where an immediate change is necessary to restore or maintain the security of the EFT System or a nominated account.

1.7 Changes in your personal details

You must inform us immediately of any change in your name and address. You can do this by contacting our Client Services Team on 1300 663 117 or writing to us at BWA Managed Investments, PO Box 2515, Perth WA 6001.

1.8 Electronic communications with you

Where applicable to your nominated account and access method, you may agree that we may satisfy any requirement under these Conditions of Use or under any law or applicable code of conduct to provide users with information by:

- a electronic communication to a user's electronic equipment
- b electronic communication to an electronic address nominated by the user, or
- c making the information available at our electronic address for retrieval by a user (after notifying the user by electronic communication that the information is available for retrieval, of the nature of the information, and providing the user with the ability to retrieve the information by electronic communication). Should you so agree, you may at any time by notice to us terminate your agreement to receive information by electronic communication or change your electronic equipment or electronic address. Should we provide you with information by an electronic method outlined in this clause, the information will be deemed to have been provided to you when the electronic communication enters the first information system outside Bankwest (e.g. your or your internet services provider's information system).

1.9 Contact

You can contact us by:

- phoning our Client Services Team on 1300 663 117. We may ask you to confirm information in writing to BWA Managed Investments, PO Box 2515, Perth WA 6001, or
- sending a message to us using the secured e-mail facility available within Bankwest Online Banking. We may write to you at an address currently recorded on our system, or in accordance with our Privacy rules.
- We may write to you at an address currently recorded on our system, or in accordance with clause 1.8.

1.10 Privacy

- a We may collect personal information about you or a user for the purposes of providing our products and services and may use and disclose that information in accordance with our Privacy Policy.
- b We may disclose personal and transactional information to others in order to execute instructions given to us (including use of the BPAY scheme), or in order to investigate a Mistaken Internet Payment, including:
 - i any party nominated to receive a payment
 - ii BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Ltd who provides the electronic systems to implement the BPAY scheme
 - iii any party we may use in sending SMS Code to you,
 - iv agents and contractors we may use in providing any of our Services; and
 - v a Receiving ADI or unintended recipient in relation to a Mistaken Internet Payment.
- c Users may have access to the personal information we hold about them at any time by asking us.
- d You can request access to information held by BPAY Pty Ltd or its agent Cardlink Services Ltd using the contact details supplied in clause 1.1. For more details of how we handle your personal information, please refer to our Privacy Policy, available from our website (bankwest.com.au) or (bwami.com.au), or by contacting our Client Services Team on 1300 663 117.

1.11 Severance

If any part or provision of the Conditions of Use is or becomes void or unenforceable under any applicable statute in any State or Territory then as to that State or Territory that part or provision will be removed from the Conditions of Use. Removal of any part or provision will not affect the remaining provisions in that State or Territory or affect the validity or enforceability of that part or provision in any other State or Territory.

1.12 Your Security Setting

Your Security Setting provides additional security where you engage in transactions that we consider can carry a higher risk. It assists in protecting your transactions in such circumstances.

Unless exempted by us in accordance with these Conditions of Use, all users must be registered for SMS Code Security when required by us. All users must notify us of their current mobile phone number and inform us of any change in their mobile phone number by contacting us in accordance with clause 1.9.

If you are registered for SMS Code Security, you need to ensure your mobile phone will be able to receive SMS Code.

Unless exempted by us in accordance with these Conditions of Use, all users of Bankwest Online Banking must be registered for SMS Code Security and Secret Questions Security when required by us.

We will notify you once you are registered with a Security Setting.

If you have difficulty receiving SMS Code from time to time (e.g. you are going overseas), contact us to apply for an exemption and we may change your Security Setting for an appropriate period approved by us. Any change we make to your SMS Code Security will apply to you conducting Secured transactions using your card and also transactions in Bankwest Online Banking.

If you have an exemption from SMS Code Security for any period of time, your ability to make payments to third parties in Bankwest Online Banking may be limited.

We may suspend your SMS Code Security if we have reason to believe that your online security is at risk, e.g. you entered the wrong SMS Code more than once. If we do, your access to Bankwest Online Banking for any functions normally requiring a SMS Code to be entered including payments to third parties may be suspended or limited and will not apply until we reactivate it. Call our Client Services Team on 1300 663 117.

1.13 Cancellation of access

a We may withdraw or deny access to the Service or cancel electronic access to your nominated account at any time without prior notice, in certain circumstances, including (but not limited to):

- Suspected fraudulent use
- To comply with anti-money laundering and counter terrorism financing laws
- Unsatisfactory account operation, or
- Non-compliance with these Conditions of Use.

b We may suspend or limit electronic access to your nominated account at any time without notice if:

- You have not complied with the requirements for your Security Setting, or

- We consider a security issue has arisen which requires further investigation.
- c You may end your use of a Service or cancel a user's electronic access to your nominated account at any time by calling our Client Services Team on 1300 663 117 or by writing to: BWA Managed Investments, PO Box 2515, Perth WA 6001

When electronic access to your nominated account has been cancelled by you or us, you must (if relevant):

- Halt the use of any card or security token
- Ensure that all cards are returned to us cut in half diagonally or otherwise satisfy us that they have been destroyed, and
- Ensure that any security token is returned to us undamaged.

The Bank has an obligation under the Code of Banking Practice to act fairly and reasonably towards you in a consistent and ethical manner.

1.14 Statements

Statements of account for nominated accounts will be sent as frequently as required by the terms and conditions applying to the nominated account, by law or as you have requested. In any event, statements of account for nominated accounts will be sent at least every six months, if there has been a transaction during that period.

You may also request a statement at any time.

You should check all entries on statements for nominated accounts and tell us promptly of any error or possible unauthorised transaction.

You may elect to receive statements of account electronically, in accordance with clause 1.8.

Part 2 – Debit Cards Conditions of Use

2.1 About these Conditions

Part 2 (together with Parts, 1, 6, 7 and 8) of these Conditions of Use applies to all transactions involving the use of a card (other than a Debit Mastercard) and PIN at EFT terminals to access your nominated accounts.

2.2 All cards remain Bankwest Property

All cards remain Bankwest's property at all times.

You agree to return all cards to us:

- On request by us
- When you close your nominated account, or
- When electronic access to your nominated account has been cancelled in accordance with clause 1.13.

2.3 Use of the Debit Card

The card is valid only for the period (if any) indicated on it. The card must be signed as soon as it is received.

The card must be destroyed by cutting it in half diagonally when it has expired or otherwise ceased to be valid.

2.4 Types of transactions that can be made

The following transactions can be performed by using the card and PIN to access your nominated account:

- Withdrawals
- Purchases
- Transfers
- Deposits
- Obtain the balance on your nominated account
- Request a statement, and
- Request a cheque book.

Not all types of transactions apply to all nominated accounts. It may not be possible to use all EFT terminals to carry out applicable transactions on nominated accounts.

For further information, please contact our Client Services Team on 1300 663 117.

2.5 Where the card and PIN can be used

Users can use the card and PIN

- At any ATM or EFTPOS in Australia
- At selected agents, or
- Over the counter at a Bankwest-branded Customer Service Centre.

2.6 Daily transaction limits

a At ATMs

The minimum amount users can withdraw each day from Bankwest-branded ATMs is \$20 or \$50 (depending on the ATM). A maximum daily transaction limit also applies. Users will be advised of this limit when their card is issued. The minimum and maximum cash withdrawal limits applying to non-Bankwest-branded ATMs may vary.

b Over the counter

Users can withdraw cash from their nominated account at any Bankwest-branded Customer Service Centre up to the available balance.

c Bankwest agents and EFTPOS terminals

The maximum aggregate amount that can be withdrawn daily from our agents that provide withdrawal services and when making purchases from EFTPOS merchants, using a card and PIN is the maximum daily transaction limit.

Merchants, our agents, non-Bankwest-branded outlets, and other financial institutions may have additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

2.7 Depositing funds using the card and PIN

You can deposit funds to your nominated account at Bankwest-branded Customer Service Centres, selected Bankwest agents and at any Bankwest-branded ATMs with deposit capability. There are limits on the amount of cash you can deposit at our agents. If a cheque is deposited to the account, the amount of the cheque will be credited on the business day it is received by us but it will not be available to you until it has cleared.

All deposits made at Bankwest-branded ATMs are checked by us. If the amount appearing on the transaction record differs from the amount actually received by us, we will credit your nominated account with the amount actually received and notify you as soon as possible.

You must not include coins in payment envelopes at Bankwest-branded ATMs. We accept responsibility for the security of deposits received at Bankwest-branded ATMs subject to checking of the amount deposited. The amount checked by us is evidence of the amount actually received unless the contrary is established.

There is no facility for payments to be made to nominated accounts using the card and PIN whilst overseas. If you wish to make automatic payments or payments in advance, please contact our Client Services Team on 1300 663 117 for further information.

2.8 Transactions needing authorisation

Transactions on your nominated account may need to be authorised by us. We may decline to authorise a transaction if:

- There are insufficient funds in your nominated account, or
- There is good reason to do so (including security reasons).

2.9 Transactions at EFT terminals

When a user makes an EFT transaction at an EFT terminal using the card and PIN you authorise us to act on the instructions entered into the EFT terminal. Users should make sure that the correct details are entered into the EFT terminal before authorising a transaction and that the completed transaction is in accordance with those instructions. All vouchers and transaction records should be kept to help check statements.

EFT transactions may not be processed to your nominated accounts on the day they are made. Processing may take a number of days. We will process transactions to your nominated accounts as soon as practicable after receipt.

Any cheques drawn on or deposited to your account, or bank cheque or other document deposited to your account or delivered to us in connection with a transaction on your account via EFT terminal, becomes our property when we present the cheque or other document for payment (even if it is dishonoured) or when the transaction is otherwise complete but you retain all rights against the drawer and any endorser of any dishonoured cheque.

You should observe the guidelines set out in Part 6 of these Conditions of Use to ensure the security of your access method when transacting at an EFT terminal.

2.10 Use of a card at merchants, financial institutions or Bankwest agents

To the extent permitted by law and the ePayments Code we do not accept responsibility for the actions of a merchant, financial institution or Bankwest agent who:

- Refuses to honour a card, or
- Imposes limits or conditions on use of a card.

Card promotional material and material promoting EFTPOS displayed on premises of merchants, financial institutions and Bankwest agents is not a warranty by us that the card and EFTPOS facilities are available or that goods and services may be purchased using the card.

Unless required by law we will not be liable for goods or services supplied using a card. Users must take up any complaints or concerns directly with the merchant, and any refund is a matter between the user and the merchant.

We have no control over and take no responsibility for the hours a merchant, financial institution or Bankwest agents may be open for business. Times when an EFT terminal is available will depend on the opening hours of the relevant merchant, financial institution or Bankwest agent.

Part 3 – Phone Banking and Bankwest Online Banking Conditions of Use

3.1 About these conditions

Part 3 (together with Parts 1, 6, 7 and 8) of these Conditions of Use applies to all transactions involving the use of Phone Banking¹ and Bankwest Online Banking¹ to access your nominated accounts.

3.2 What is Phone Banking?

Phone Banking is a service provided by us which enables a user to make enquiries and effect transactions on nominated accounts using a PAN and secure code and tone telephone or mobile phone.

Users must not use an analogue mobile phone as the tone message may be scanned and the PAN and secure code may be disclosed.

3.3 What can you do using Bankwest Phone Banking service?

Users can:

- Obtain the balance of a nominated account
- Transfer funds between nominated accounts
- Make bill payments and receive or access bills electronically through the BPAY scheme
- Postdate funds transfers and bill payments up to 90 days in advance
- Make payments to a nominated credit card account
- Enquire on transactions on a nominated account
- Order a statement on a nominated account
- Order a cheque book
- Order a statement of interest for taxation purposes, and
- Change a secure code.

3.4 How to use Bankwest Phone Banking service

To be able to use Phone Banking a user must have received a PAN and secure code from us.

We will advise the PAN and secure code separately.

To use Phone Banking users must:

- a Call Phone Banking on 13 27 28 for the cost of a local call Australia wide; calls from mobile phones and calls made from overseas are charged at the applicable rate
- b Enter their PAN using the telephone keypad
- c Enter their secure code using the telephone keypad, and
- d Follow the instructions given.

¹ Including the BPAY scheme.

3.5 What is Bankwest Online Banking?

Bankwest Online Banking is a service provided by us which enables a user to make enquiries and effect transactions over the internet on their nominated account using a PAN and secure code on a computer or mobile device with Internet Access and approved Internet browser software.

3.6 What can be done using Bankwest Online Banking service?

Users can:

- Obtain the balance of a nominated account
- Transfer funds between nominated accounts
- Make bill payments and receive or access bills electronically through the BPAY scheme
- Make payments using Pay AnyBody
- Enquire on transactions on a nominated account
- Perform a range of administrative functions.
- Make international transfers in overseas currency.

We provide a version of Bankwest Online Banking that has been customised for mobile devices. Not all of the functions set out in this clause 3.6 will be available when accessing Bankwest Online Banking using a mobile device, and other functions may operate with a reduced level of functionality.

3.7 How to use Bankwest's Online Banking service

To access Bankwest Online Banking, a user must have a PAN and a secure code. The PAN will be provided separately from any secure code or security token we provide, and upon their receipt users should visit Bankwest's website at bankwest.com.au to get further information and to log on to Bankwest Online Banking.

Users without a security token logging on to Bankwest Online Banking for the first time or any other time we require will be required to change their issued secure code to an alphanumeric code of 8-16 characters and in the form required by us as described in Bankwest Online Banking from time to time. Users with a security token logging on for the first time will be required to choose a token PIN.

Where you are registered with SMS Code Security, you must enter your current SMS Code when requested for conducting certain transactions in Bankwest Online Banking.

Where you are registered with Secret Questions Security, you must correctly answer Secret Questions when requested to perform certain transactions or use certain functions in Bankwest Online Banking.

However, SMS Code Security and Secret Questions Security are not available when you conduct transactions or perform functions in Bankwest Online Banking through:

- the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 3.6.

3.8 Internet security and privacy

Users of Bankwest Online Banking should take all reasonable steps to protect the security of their computer hardware and software. For instance, users should ensure their computer is free of viruses and should not leave their computer unattended while logged on to Bankwest Online Banking.

These steps will not determine your liability for unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Part 7 of these Conditions of use and the ePayments Code.

3.9 Access & restriction of access to services

Access to our Phone Banking and/or Bankwest Online Banking services may not be available from some States, Territories or Western Australia country telephone exchanges or, for Bankwest Online Banking, from overseas. You should refer to your telecommunications provider/carrier for information about whether a mobile device will be able to use the relevant overseas network and access Bankwest Online Banking overseas.

You may not be able to access Bankwest Online Banking from all computers or mobile devices due to hardware or software restrictions, connection limitations, the capacity of your internet service provider, availability of a connection via your telecommunications provider/carrier or for other reasons outside our control.

Bankwest will try (without any legal obligation) to provide Bankwest Phone Banking and Bankwest Online Banking services on a 24 hour continuous basis. However, circumstances may not always make this possible, such as the quality of telephone lines, the type of telephone or telephone exchange.

If Bankwest's Phone Banking and/or Bankwest Online Banking service cannot be accessed at any time, please advise our Client Services Team on 1300 663 117 to enable us to investigate the reason.

Should Phone Banking or Bankwest Online Banking not be available users should ensure they have adequate contingency plans in place to effect transactions and obtain account information.

Subject to clause 7.7, we are not responsible for:

- The inability of any computer or mobile device to access or use Bankwest Online Banking. You are responsible for compatibility of any computer or mobile device with Bankwest Online Banking

- The unavailability of Bankwest Online Banking as a result of the failure of any telecommunications connection used in connection with a computer or mobile device, or
- Any loss or damage to any computer or mobile device as a result of the use or attempted use of Bankwest Online Banking.

Transactions (except BPAY and Pay AnyBody transactions and international transfers) which are made on a business day up to 6.00 pm WST should be processed that day. Transactions (except BPAY, Pay AnyBody and international transfers) which you make on a non-business day or after 6.00 pm WST on a business day should be processed on the next business day. However, payments to credit cards will not be available until the day after the next business day.

3.10 Nominated accounts

You may nominate a maximum of 12 accounts per PAN (including passbook accounts) as nominated accounts.

You must be authorised to operate each nominated account alone (i.e. own account, or joint account which you are authorised to operate alone).

3.11 Linked account transfers

1. Linked Account

Your linked account must be held in Australia by you with any financial institution (including Bankwest, a division of the product issuer, Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945) and must be held in exactly the same name(s) as your BWA CMA.

If the Linked Account is held in joint names, all Linked Account holders must sign the Direct Debit Request form.

2. Change of Linked Account

In order to change any details to your Linked Account you must complete, sign and date a Linked Account Authority Form, which is available by contacting our Client Services Team on 1300 663 117 or by visiting our website bwami.com.au/forms/cma-forms.

Your new Linked Account or requested changes will not take effect until verified by us. This may take up to ten business days.

3. Other Matters

For each Linked Account Transfer, we will issue a receipt number. When we have instructions for more than one Linked Account Transfer from your account to your Linked Account we may determine the order of priority in which the transfers are made.

We do not guarantee to give effect to any Linked Account Transfers. We may deploy and/or refuse to give effect to these transfers without notifying you.

The circumstances in which instructions will not be processed include, but are not limited to:

- when the conditions of use of your account prohibit the payment(s), or
- when your account has insufficient available funds to cover the intended payment(s).

4. Linked Account Transfers

Daily Linked Account Transfer Limit

The maximum aggregate amount of Linked Account Transfers to your Linked Account which you may instruct us to make on any business day is \$2 million.

Cancelling a Linked Account Transfer

We are not obliged to cancel a Linked Account Transfer once we have accepted the instruction to make it however in some cases it may be possible to cancel an initiated Linked Account Transfer.

Processing Linked Account Transfers

Generally, a Linked Account Transfer whether from or to your account will be made:

- On the date, we receive the instruction before 3.00pm WST on a business day, or
- On the next business day, if we receive the instruction after 3.00pm WST on a business day, or on a non-business day.

Funds transferred by Linked Account Transfer may not be available on the day the Linked Account Transfer is made.

Please refer to **Linked Account Transfers from your Linked Account** and **Linked Account Transfers to your Linked Account**.

Linked Account Transfers from your Linked Account

When you make a deposit to your account by Linked Account Transfer, the amount of the deposit will be credited to the account when received by us, but it will not be available to you for three business days.

Linked Account Transfers to your Linked Account

Delays may occur in processing a Linked Account Transfer to your Linked Account. This may be because the financial institution at which your Linked Account is held has not complied with its obligations in respect of the Linked Account Transfer. That financial institution will also determine the availability of funds when a Linked Account Transfer is made to your Linked Account. Please check with that financial institution for standard clearance times.

If we are advised that a Linked Account Transfer to your Linked Account cannot be received by the financial institution of which the account is held, we will:

- credit your account with the amount of the Linked Account Transfer, and
- take all reasonable steps to assist in making another Linked Account Transfer as quickly as possible.

5. Liability for Unauthorised Linked Account Transfers Overdrawn Accounts

You must not make a withdrawal via Linked Account Transfer which is greater than your account balance.

We are not obliged to give effect to any Linked Account Transfer from you which would overdraw your account.

If your account is overdrawn, you authorise us to transfer money from your Linked Account into the overdrawn account up to the amount owing. However, we do not have to do this and we are not liable for any loss you may incur if we choose not to do this.

3.12 BPAY payments

- If there is any inconsistency between the provisions of clause 3.12 and the Account Access Conditions of Use, clause 3.12 prevails to the extent of that inconsistency.
- All bill payments that are made through Bankwest Phone Banking and Bankwest Online Banking services are processed through the BPAY scheme. Bills which may be paid through the scheme display the BPAY logo and Biller reference details. The bill will also record the type of accounts the biller will accept payment from (e.g. cheque, savings, or credit card).
- When you tell us to make a BPAY payment, you must give us the information specified in paragraph **e** below. We will then debit your nominated account with the amount of that BPAY payment.
- The maximum aggregate amount of BPAY payments you may instruct us to make on any business day depends on the Security Setting you have registered for in Bankwest Online Banking:
 - SMS Code Security \$50,000
 - Secret Questions Security \$5,000

Higher limits may be arranged by calling the Client Services Team on 1300 663 117. Approval is subject to our sole discretion.

Different limits may apply for:

- the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 3.6.

Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting “payments and transfers” menu, then selecting “payment limits” or by calling our Customer Services Team on 1300 663 117.

Certain transactions may require SMS Code Security or Secret Questions Security at lower limits as determined by us from time to time.

If you do not have a current Security Setting, the maximum aggregate amount of B_{PAY} payments you may instruct us to make on any business day is \$5,000. The relevant aggregate amount above will be your daily B_{PAY} limit.

- e** The following information must be given to us to make a B_{PAY} payment:
 - i** The biller code
 - ii** The biller customer reference number
 - iii** The amount to pay
 - iv** A date if the payment is to be post-dated, and
 - v** The nominated account to be debited for the payment.
- f** We shall not be obliged to effect a B_{PAY} payment instruction if the information is incomplete and/or inaccurate, there are insufficient cleared funds in the account to be debited, or the B_{PAY} payment will cause you to exceed your daily B_{PAY} payment limit.
- g** If there is any inconsistency between the Conditions of Use applying to the nominated account to be debited and these B_{PAY} Conditions of Use, the B_{PAY} Conditions of Use will apply to the extent of that inconsistency.
- h** Except for postdated payments, (clause 3.11(n)), we will not accept an order to stop a B_{PAY} payment once we have been instructed to make the B_{PAY} payment.
- i** Our payment cut-off time for a B_{PAY} payment is 4.00pm WST.
- j** Generally, a B_{PAY} payment will be treated as received by the biller to whom it is directed:
 - On the date we are told to make that B_{PAY} payment, if we receive the instruction before our payment cut-off time on a business day, or
 - On the next business day, if we receive the instruction after our payment cut-off time on a business day, or on a non-business day.
- k** A delay may occur in processing a B_{PAY} payment where:
 - there is a public or bank holiday on the day after we are told to make a B_{PAY} payment, or
 - a biller, or another financial institution participating in the B_{PAY} scheme, does not comply with its obligations under the B_{PAY} scheme.

While it is expected that any such delay will not continue for more than one business day it may continue for a longer period.

- l** Users must be careful to tell us the correct amount to be paid to a biller. If the amount we were instructed to pay was greater than the amount you intended to pay, you must contact the biller to obtain a refund of the excess. If the amount we were instructed to pay was less than the amount needed to be paid, another B_{PAY} payment should be made for the difference between the amount actually paid to a biller and the amount needed to be paid.
- m** If we are advised that a B_{PAY} payment cannot be processed by a biller, We will:
 - i** advise you of this
 - ii** credit your account with the amount of the B_{PAY} payment, and
 - iii** take all reasonable steps to assist in making the B_{PAY} payment as quickly as possible.
- n** Post-dated B_{PAY} payments
 - i** A B_{PAY} payment may be requested for a date in the future, however, we will only make the B_{PAY} payment if sufficient cleared funds are available in the nominated account from which the B_{PAY} payment is to be made by 11.30 pm WST on the business day prior to the scheduled B_{PAY} payment date and the B_{PAY} payment will not cause you to exceed your daily B_{PAY} payment limit on the date stipulated for the payment to be made. If the date stipulated is not a business day, we will make the B_{PAY} payment on the next business day. In the event that there are insufficient cleared funds or your daily B_{PAY} limit is exceeded, it will be necessary to re-submit the B_{PAY} payment instruction.
 - ii** A future-dated B_{PAY} payment instruction may be altered or cancelled before its stipulated date for payment provided the instruction to alter or cancel the payment is given before the payment cut-off time the business day immediately prior to the stipulated date.
- o** We may charge a fee to correct errors on your nominated accounts due to incorrect B_{PAY} instructions.
- p** 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.
- q** You should check your nominated accounts carefully and promptly report to us, as soon as you become aware of them, any B_{PAY} payments that you think are errors or are B_{PAY} payments that you did not authorise. (Note: the longer the delay between the date of your B_{PAY} payment

and when you tell us of the error, the more difficult it may be to correct the error).

For example, we or your biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.

- r** Your liability for unauthorised and fraudulent B_{PAY} payments will be determined in accordance with Part 7,
- s** Liability for mistaken payments

If a B_{PAY} payment is made to a person or for an amount, which is not in accordance with the instructions (if any) given to us and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you are responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it within 20 business days of us attempting to do so, you must pay us that amount.

- t** Biller consent

If you tell us that a B_{PAY} payment made from your account is unauthorised, you must give us your written consent addressed to the biller who received that B_{PAY} payment, consenting to us obtaining from the biller information about your account with that biller or the B_{PAY} payment, including your customer reference number and such information as we reasonably require to investigate the B_{PAY} payment. If you do not give that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that B_{PAY} payment.

- u** Consequential damage and indemnity

Subject to Part 7 of the Conditions of Use and the ePayments Code:

- i** We are not liable for any consequential loss or damage you may suffer as a result of using the B_{PAY} scheme, other than due to any loss or damage you suffer due to our negligence, or in relation to any breach of a condition or warranty implied by law under consumer protection legislation in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent; and
- ii** 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; or
 - Acted negligently or fraudulently in connection with these B_{PAY} Conditions of Use.

3.13 BPAY View

- a You may use BPAY View to receive or access bills electronically from participating billers nominated by you. You can access a bill by accessing Bankwest Online Banking.
- b You need to register in order to use BPAY View. Contact our Client Services Team on 1300 663 117 to find out how to register, or register online via Bankwest Online Banking.
- c If you register with BPAY View, you:
 - i Agree to our disclosing to billers nominated by you:
 - Such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so), and
 - That an event in paragraph (d), (ii), (iii), (iv), (v) or (vi) has occurred.
 - ii Agree to us or a biller (as appropriate) collecting data about whether you access your emails, the Bankwest Online Banking website and any link to a bill or statement;
 - iii Agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purpose of this clause we are the agent for each Biller nominated by you under (i) above.
- d You may receive paper bills and statements from a biller instead of electronic bills and statements:
 - i At your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form)
 - ii If you or a biller de-register from BPAY View
 - iii If we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement
 - iv If your email address is incorrect or cannot be found and your email is returned to us undelivered
 - v If we are aware that you are unable to access your email or Bankwest Online Banking or a link to a bill or statement for any reason, or
 - vi If any function necessary to facilitate BPAY View malfunctions or is not available for any reason for longer than the period specified by the applicable biller.
- e You agree that when using BPAY View:

- i** If you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:

 - When we receive confirmation that your server has received the email notification, whether or not you choose to access your email, and
 - At the email address nominated by you.
- ii** If you receive notification via Bankwest Online Banking without an email then that bill or statement is received by you:

 - When a notification is posted on Bankwest Online Banking, whether or not you choose to access Bankwest Online Banking, and
 - Via Bankwest Online Banking.
- iii** Bills and statements delivered to you remain accessible through Bankwest Online Banking for the period determined by the biller up to a maximum of 18 months, after which they will be deleted, whether paid or not
- iv** You will contact the biller directly if you have any queries in relation to bills or statements.
- f** you must:

 - i** Check your emails or log onto Bankwest Online Banking at least weekly
 - ii** Tell us if your contact details (including email address) change
 - iii** Tell us if you are unable to access your email or log onto Bankwest Online Banking or a link to a bill or a statement for any reason, and
 - iv** Ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).
- g** BPAY View billing errors

 - i** For the purposes of this paragraph **g** a BPAY View billing error means any of the following:
If you have successfully registered with BPAY View:

 - Failure to give you a bill (other than because you failed to view an available bill
 - Failure to give you a bill on time (other than because you failed to view an available bill on time)
 - Giving a bill to the wrong person
 - Giving a bill with incorrect details

If your BPAY View deregistration has failed for any reason:

 - Giving you a bill if you have unsuccessfully attempted to de-register from BPAY View.
 - ii** You agree that if a billing error occurs:

- You must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
 - The party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.
- iii You agree that for the purposes of this paragraph **g**, you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in B_{PAY} View.

3.14 International Transfers

If there is any inconsistency between the provisions of clause 3.14 and the remainder of the Account Access Conditions of Use, clause 3.14 prevails to the extent of that inconsistency.

When you tell us to make an international transfer, you:

- i must give us the information specified in this clause 3.14 or that we otherwise request
- ii confirm that all details you have provided in connection with the transfer are true and correct, and
- iii authorise us to debit the account that the payment is being made from with the total payment and the fees and charges specified in these terms and conditions.

For Bankwest Online Banking, the initial maximum aggregate amount of international transfers you may instruct us to make on any business day is zero. Higher limits may be arranged online after registering for SMS Code Security or Secret Questions Security. Higher limits may also be arranged by calling our Customer Services Team on 1300 663 117.

Approval is subject to our sole discretion. Different limits may apply for the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 3.6. Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting the 'payments and transfers' menu, then selecting 'payment limits' or by calling our Customer Services Team on 1300 663 117. Certain transactions may require SMS Code Security or Secret Questions Security at lower limits as determined by us from time to time.

For Online Business Banking, the Daily Payment Limit applies. You can instruct us to make multiple International transfers on any business day up to your Daily Payment

Limit. However, the initial monetary limit for each International transfer Instruction you can ask us to make on any business day is the equivalent of \$100,000.00 AUD, unless your Daily Payment Limit is lower than \$100,000.00 AUD, in which case that lower limit will apply. Each International transfer will incur a fee. Different limits may apply for Online Business Banking transactions requested using devices referred to in clause 3.1. of the Bankwest Online Business Banking Product Disclosure Statement. To arrange a different Daily Payment Limit or for more information, please contact our Customer Services Team on 1300 663 117. In the absence of any arrangements between you and Bankwest, you can only give an Instruction for an international transfer up to the available balance of your selected Nominated Account. The aggregation of any available balances of other Nominated Accounts is not possible in determining the available balance for the selected Nominated Account. If an international transfer made in accordance with an Instruction overdraws a Nominated Account you must immediately repay the amount overdrawn. The following information must be given to us to make an international transfer and foreign exchange transaction:

- i** the destination country for your payment
- ii** the account details of the account that you want to make the payment from – BSB, account number
- iii** the account details of the account that you want to make the payment to – recipient's full name, residential address, BSB/sort code/ABA or routing number/bank or branch code, swift code/BIC code, account number
- iv** for international transfers – currency and amount, reason for transfer and statement messages.

We shall not be obliged to effect a payment instruction if the information is incomplete and/or inaccurate, there are insufficient cleared funds in the account to be debited, there is a technical failure which prevents us from processing the international transfer, a hold has been placed on the account from which the international transfer is to be sourced, the payment will cause you to exceed your daily international transfer payment limit, or in the case of Online Business Banking, a qualified Master User has not authorised the international transfer.

Once an international transfer Instruction has been given, it may not be possible to recall the international transfer or prevent it from being made. If you want to amend or recall a payment you have requested, please contact our Customer Services Team on 1300 663 117.

However, if we have already processed your payment request, the payment cannot be recalled unless the law of the destination country permits this and the beneficiary first authorises their financial institution to facilitate the recall.

Please note Bankwest fees and beneficiary Bank fees will apply to make amendments, send a trace or to recall a payment whether or not we are able to amend, trace, recall, prevent or recover the international transfer. To the extent permitted by law, we will not be liable for any loss or damage (including loss or damage arising due to variations in foreign exchange rates) directly or indirectly resulting from:

- i delays in Bankwest or any other institution making the payment
- ii any act or omission of any other institution, or
- iii Bankwest acting on these instructions.

Bankwest's maximum liability to you in relation to an International transfer, including for any negligent act or omission of Bankwest, is the Australian dollar amount of the international transfer. In calculating the Australian dollar amount, we will use our currency conversion rates which we applied on the date on which we processed your international transfer instruction.

We may use other financial institutions to make the payment to the beneficiary. We may receive a commission from the other institutions.

We will complete a currency conversion prior to sending your payment in overseas currency. The receiving beneficiary financial institution and any intermediary institution, may also complete a currency conversion. The conversion of the funds to a local or other currency at their country of destination is subject to the banking systems of the countries or other institutions through which the payment is made and is therefore beyond our control.

Where the beneficiary account overseas is held in Australian currency, you agree that the beneficiary financial institution may re-convert to AUD at the prevailing currency exchange rate at the time of receipt. If that happens, the beneficiary may receive less than the amount that you requested us originally to send.

The time taken for a payment to reach the beneficiary account depends on the banking systems of the countries or other institutions through which the payment is made and it depends on the provision of correct and complete beneficiary information. A payment sent overseas to a major financial centre or to a destination in North America, the United Kingdom or Western Europe will normally be received by the beneficiary within one week. Other overseas destinations may take much longer, and this timing is beyond our control.

Other institutions (including intermediary banks and the beneficiary's bank) may charge a fee for handling the international transfer or for making the payment to the beneficiary. If other institutions charge a fee, they will deduct their fee from the payment (so the beneficiary will receive a lesser amount than your original request to us to remit). The amount of any fees imposed by other institutions is beyond

our control and subject to the rates set by those other institutions (which may vary between countries).

The payment will be made to the beneficiary account number you provide in Bankwest Online Banking or Online Business Banking. The receiving institution may not check that the beneficiary's name you provide matches the beneficiary account number you provide.

It is therefore essential that you check that the beneficiary account number you provide is correct and is in the correct format. Neither Bankwest nor any other institution is liable for any loss resulting from errors in the beneficiary account number you provide or the beneficiary account number being provided in the incorrect format. You acknowledge that overseas financial institutions may not have the same protocols as Australian financial institutions for resolving mistaken payments, meaning that if you make a mistake inputting account details, there is a higher risk that the mistaken payment may not be recovered.

If beneficiary details are provided in an incorrect format, this may cause an overseas financial institution to credit the international transfer to an account you do not intend.

We may delay, block, freeze or refuse to make a payment where we have reasonable grounds to believe that making the payment may breach Australian law or the law of any other country. You will provide any additional information we reasonably require to comply with Australian law or the law of any other country. In order to make this payment, personal information relating to individuals named in this form may be processed for the purposes of:

- i complying with applicable laws, including without limitation anti-money laundering and anti-terrorism laws and regulations, and
- ii fighting crime and terrorism, including disclosure to any government entity, regulatory authority or to any other person we reasonably think necessary for those purposes. This may mean that personal information will be transferred overseas to countries that are not subject to privacy obligations equivalent to those which apply within Australia. You agree to the processing and transfer of your personal information in this way and confirm you are authorised to instruct us to process and transfer personal information relating to any other individuals that you provide.

To the extent permitted by relevant legislation you agree to keep Bankwest indemnified against any claims that may be made against Bankwest by reason of us having acted on your instruction to make an International transfer.

3.15 Limits

At our discretion we may impose and/or vary minimum and/or maximum limits on the amounts which you may transfer from your nominated accounts using our Phone Banking and/or Bankwest Online Banking services. Current information on these limits can be accessed logging into Bankwest Online Banking and selecting the 'payments and transfers', then selecting 'payment limits' or by calling our Client Services Team on 1300 663 117.

3.16 Other matters

We shall issue a receipt number for each funds transfer or BPAY payment instruction received via Phone Banking or Bankwest Online Banking. When we have instructions for more than one transfer or BPAY payment from a nominated account we may determine the order of priority in which the transfers or payments are made. You must ensure that your account from which a transfer or BPAY payment is to be made has sufficient available funds to enable the transaction to be performed by us.

If a funds transfer or BPAY payment is scheduled for a future stipulated date, it will only be effected on that date by us if sufficient cleared funds are available in your nominated account by 11.30pm WST on the business day prior to the scheduled transfer date and the funds transfer or BPAY payment will not cause you to exceed any limit we impose in accordance with clause 3.12 or your daily BPAY payment limit, as relevant. We do not guarantee to give effect to any payment instruction received via Phone Banking or Bankwest Online Banking. We may delay and/or refuse to give effect to any Phone Banking or Bankwest Online Phone Banking instruction without notifying you. Instructions will not be processed:

- When the Conditions of Use of the nominated account prohibit the payment(s)
- When the nominated account has insufficient available funds to cover the intended payment(s), or
- When the BPAY payment will cause you to exceed your daily BPAY payment limit.

3.17 Authorised Users

If you (whether an individual, company, partnership or unincorporated association) have authorised a signatory to operate a nominated account, that signatory may, if you request it and we agree) have Phone Banking and/or Bankwest Online Banking access to that nominated account with that person's own PAN and secure code.

The relevant provisions of these Conditions of Use apply to the authorised user's access to the nominated account and you will be liable for all transactions made by the authorised user until that user's authority is cancelled.

Part 4 – Pay AnyBody Conditions of Use

4.1 About these conditions

Part 4 (together with 1, 3, 6, 7 and 8) of these Conditions of Use applies to all transactions involving the use of the Bankwest Online Banking Pay AnyBody Service (Pay AnyBody). The Pay AnyBody Conditions of Use operate in conjunction with the Conditions of Use applicable to Bankwest Online Banking (see Part 3 above) and to your nominated accounts accessed using these services. The Pay AnyBody Conditions of Use prevail to the extent of any inconsistency.

4.2 What is Pay AnyBody?

Pay AnyBody is a service available via Bankwest Online Banking which allows a user to transfer funds from a nominated Bankwest-branded account to:

- Another person's account held with us, or
- Another person's account or another account held by you with another financial institution (except non-Bankwest-branded credit card accounts),
- by using the BSB number, account number and account name for the other person's account.

4.3 Daily Pay AnyBody payment limit

The maximum aggregate amount of Pay AnyBody transfers you may instruct us to make on any business day is your daily Pay AnyBody payment limit. This limit may be selected by you but depends on the Security Setting you have registered for in Bankwest Online Banking:

- SMS Code Security: \$50,000
- Secret Questions Security: \$5,000
- Higher limits may be arranged by calling the Client Services Team on 1300 663 117. Approval is subject to our sole discretion.
- Different limits may apply for:
- the version of Bankwest Online Banking that has been specially customised for mobile devices referred to in clause 3.6.

Current information on these limits can be accessed by logging in to Bankwest Online Banking and selecting 'payments and transfers', then selecting 'payment limits' or by calling our Client Services Team on 1300 663 117.

Certain transactions may require SMS Code Security or Secret Questions Security at lower limits as determined by us from time to time. If you do not have a current Security Setting, your daily Pay AnyBody payment limit is \$1,500 by default, but can be increased to \$5,000 if required, by contacting our Client Services Team on 1300 663 117.

4.4 Making a Pay AnyBody payment

The following information must be given to us to make a Pay AnyBody transfer:

- i In respect of the account to which the funds are to be transferred:
 - The BSB number
 - The account number, and
 - The account name, and
- ii a description of the transaction.

We shall not be obliged to effect a Pay AnyBody transfer if the information is incomplete and/or inaccurate, there is a technical failure which prevents us from processing the transfer, there are insufficient cleared funds in the account from which the debit is to be made, or the transfer will cause you to exceed your daily Pay AnyBody payment limit.

4.5 Post-dated Pay AnyBody transfers

a A Pay AnyBody transfer may be requested for a date up to 90 days into the future, however we will only make the Pay AnyBody transfer if sufficient cleared funds are available in the nominated account from which the transfer is to be made by 11.30pm WST on the business day prior to the scheduled Pay AnyBody transfer date and the transfer will not cause you to exceed your daily Pay AnyBody payment limit on the date stipulated for the transfer to be made.

If the date stipulated is not a business day, we will make the Pay AnyBody transfer on the next business day.

b A future-dated Pay AnyBody transfer may be altered or cancelled before its stipulated date provided the instruction to alter or cancel the transfer is given before 11.30pm WST on the business day immediately prior to the stipulated date.

4.6 Cancelling a Pay AnyBody transfer

We are not obliged to cancel a Pay AnyBody transfer once we have accepted the instruction to make it. It may be possible in some cases to cancel an initiated Pay AnyBody transfer. A fee is payable for any such cancellation.

4.7 Processing Pay AnyBody transfers

a Our payment cut-off time for a Pay AnyBody transfer to be effected to another Bankwest-branded account on the same day is 3.00pm WST

b Generally, a Pay AnyBody transfer will be treated as received by another financial institution or in relation to a non-Bankwest-branded account

- On the date we are told to make that Pay AnyBody transfer, if we receive the instruction before 3.00pm

WST on a business day, or

- On the next business day, if we receive the instructions after 3.00pm WST on a business day, or on a non-business day.
- c** A delay may occur in processing a Pay AnyBody transfer where:
- We need to verify that the transaction is an authorised transaction
 - There is a public holiday on the day or the day we are told to make a Pay AnyBody transfer, or
 - Another financial institution participating in the Pay AnyBody transfer scheme does not comply with its obligations under that scheme.
- d** If we are advised that a Pay AnyBody transfer cannot be processed by another financial institution, we will:
- Advise you of this
 - Credit your account with the amount of the Pay AnyBody transfer, and
 - Take all reasonable steps to assist in making the Pay AnyBody transfer as quickly as possible.

4.8 Liability for unauthorised transactions and fraud

Your liability for unauthorised and fraudulent transactions will be determined in accordance with Part 7.

4.9 If we make the wrong payment

If a Pay AnyBody transfer is made to a person or for an amount, which is not in accordance with the instructions (if any) given to us, and your account was debited for the amount of that payment, we will credit that amount to your account.

4.10 Mistakes as to the amount of a Pay AnyBody transfer

Users must be careful to tell us the correct amount to be transferred. If the amount we were instructed to transfer was greater than the amount intended you must contact the other person or their financial institution to obtain a refund of the excess. If the amount we were instructed to transfer was less than the amount needed to be paid another Pay Anybody transfer should be made for the difference between the amount actually paid and the amount intended to be paid.

4.11 Mistakes as to the account to which a Pay AnyBody payment is made

- a** Under the ePayments Code, there are certain processes regarding Mistaken Internet Payments that we and many other ADIs have adopted. They do not apply to transactions where the Pay Anybody service used is a service designed primarily for use by a business and

established primarily for business purposes. These processes (which we agree to follow) are set out below. We will not otherwise have liability to you for Mistaken Internet Payments under this clause.

b Overview

- i** You must report a Mistaken Internet Payment as soon as possible. For how to report a Mistaken Internet Payment, see clause 4.11(c).
- ii** We will acknowledge each report you make and investigate whether a Mistaken Internet Payment has been made.
- iii** If the relevant payment has been made to a Bankwest or CBA-branded Eligible Recipient Account, but we don't agree that it was a Mistaken Internet Payment, we may (but are not obliged to) ask the consent of the recipient to return the funds to you. If consent is given, we will return the funds to you as soon as practicable.
- iv** If a Mistaken Internet Payment has been made to a Bankwest or CBA-branded Eligible Recipient Account held with us, we will return to you any funds we retrieve from the recipient. The process setting out how we retrieve Mistaken Internet Payments from the unintended recipient is set out in sub clause 4.11(d).
- v** If a Mistaken Internet Payment has been made to an Eligible Recipient Account held with another ADI, we will return to you any funds the Receiving ADI provides to us as soon as practicable. The process setting out how we retrieve Mistaken Internet Payments from a Recipient ADI is set out below in sub-clause 4.11(e).
- vi** Generally, we will return funds to you by crediting the account from which the Mistaken Internet Payment was made. If you no longer have an account with us, or if it is not practicable to credit returned funds to that account, we will return funds to you by some other means.
- vii** You may not retrieve the full value of your payment if:
 - we or the Receiving ADI do not think that a Mistaken Internet Payment has occurred (including because the payment you made was not to an Eligible Recipient Account); or
 - we or the Receiving ADI do not retrieve the full value of a Mistaken Internet Payment from the unintended recipient.
- viii** In any case, we will inform you of the outcome of your report of a Mistaken Internet Payment within 30 business days of you making it.
- ix** If you are not satisfied with how your report has been handled (by us or the Receiving ADI) or the outcome of your report, you can lodge a complaint with us. See

clause 8 regarding how to lodge a complaint and how we will handle that complaint.

- c You may report a Mistaken Internet Payment by:
- telephoning Bankwest Customer Help Centre on 13 17 19;
 - if you are overseas, telephoning us on +61 8 9486 4130 (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 8 9486 4130. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator).
 - logging on to our website (bankwest.com.au) and following the procedures it sets out for reporting a Mistaken Internet Payment;
 - calling into any of our Customer Service Centres; or
 - writing to us at the address shown on the nominated account statement containing the suspected error.

We will advise you of the steps you must take so we can investigate the matter. You must give us full details of the transaction you are querying.

In order for us to investigate the payment, you must complete a Mistaken Internet Payment form and you should do so promptly. This form can be obtained from any Customer Service Centre, our website or by telephoning our Customer Help Centre on 13 17 19. We will contact you if we require further information, and you must supply this information within 10 business days.

- d This sub clause 4.11(d) applies if we have determined that a Mistaken Internet Payment has been made to a Bankwest or CBA-branded Eligible Recipient Account.
- i Despite paragraphs 4.11(d)(iii) and (iv) below, if the recipient is receiving income support payments from Centrelink, we will recover the funds from the recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.
 - ii If the account into which the Mistaken Internet Payment was made does not have sufficient credit funds to the full value of the payment, we will use reasonable endeavours to retrieve the funds from the recipient for return to you.
 - iii If the account into which the Mistaken Internet Payment was made has sufficient funds to cover the payment, the following applies:
 - If you have reported the Mistaken Internet Payment **within 10 business days** after the payment is made, we will return the funds to you. We will do this within 5 business days of determining that the payment is a Mistaken Internet Payment if

practicable, although we may reasonably delay the payment up to a maximum of 10 business days.

- If you have reported the Mistaken Internet Payment **between 10 business days and 7 months** after the payment is made, we will give the recipient 10 business days to establish that they are entitled to the funds. If they do not establish this, we will return the funds to you within 2 business days after the expiry of that period.
 - If you have reported the Mistaken Internet Payment **more than 7 months** after the payment is made and the recipient's account has sufficient credit funds, we will ask the recipient if they agree to the return of the funds to you. If they agree, we will return the funds to you as soon as practicable.
- e If we have determined that a Mistaken Internet Payment has been made to an Eligible Recipient Account that is not a Bankwest or CBA-branded account, we will follow the ePayments Code process to attempt to retrieve your funds. This process is set out below.
- i We will send the Receiving ADI a request for the return of the funds. The Receiving ADI is required to acknowledge this request within 5 business days and let us know whether there are sufficient credit funds in the recipient's account to cover the payment.
 - ii Despite paragraphs 4.11(e)(iii)-(v) below, if the recipient is receiving income support payments from Centrelink, the Receiving ADI must recover the funds from the recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.
 - iii If the account into which the Mistaken Internet Payment was made does not have sufficient credit funds to the full value of the payment, and the Receiving ADI agrees that a Mistaken Internet Payment has been made, the Receiving ADI must use reasonable endeavours to retrieve the funds from the recipient for return to you.
 - iv If the account into which the Mistaken Internet Payment was made has sufficient credit funds to cover the payment, the following applies:
 - If you have reported the Mistaken Internet Payment within **10 business days** after the payment is made and the Receiving ADI agrees that a Mistaken Internet Payment has occurred, the Receiving ADI is required to return the funds to us within 5 business days of receiving our request if practicable, although the Receiving ADI may reasonably delay the payment up to a maximum of 10 business days.

- If you have reported the Mistaken Internet Payment between **10 business days and 7 months** after the payment is made, the Receiving ADI has 10 business days to investigate whether the payment is a Mistaken Internet Payment. If the Receiving ADI agrees that a Mistaken Internet Payment has occurred, it will give the recipient 10 business days to establish that they are entitled to the funds. If they do not establish this, the Receiving ADI must return the funds to us within 2 business days after the expiry of that period.
- If you have reported the Mistaken Internet Payment **more than 7 months** after the payment is made, and the Receiving ADI agrees that a Mistaken Internet Payment has occurred, the Receiving ADI must ask the recipient if they agree to the return of the funds.
 - v If the Receiving ADI doesn't agree that a Mistaken Internet Payment has occurred, it may (but is not obliged to) ask the consent of the recipient to return the funds.
 - vi If the recipient agrees to the return of the funds, the Receiving ADI must return the funds to us.

Part 5 – Regular Payments

5.1 About this part

This section provides you with information about Regular Payment Arrangements.

5.2 Maintain a record of any Regular Payment Arrangements

Cardholders are encouraged to maintain a record of any Regular Payment Arrangement they elect to enter into with a merchant.

5.3 Changing Regular Payment Arrangements

To either change or cancel a Regular Payment Arrangement, you should contact the merchant at least 15 days prior to the next scheduled payment and if possible, you should retain a copy of the change/cancellation request made to the merchant.

Should your card number change, you must request the merchant change the details of the existing Regular Payment Arrangement to ensure it continues. If you fail to make this request, your Regular Payment Arrangement either may not be honoured by us, or the merchant may stop providing the goods and/or services.

Should you elect to close your Card account, or we close your Card account, you should contact the merchant to revise your Regular Payment Arrangement as the merchant may stop providing the goods and/or services.

Part 6 – Security of Access Methods

6.1 Users must protect relevant access methods to prevent unauthorised access to nominated accounts

Users must take care to ensure that access methods are not misused, lost or stolen and that secret codes do not become known to anyone else.

6.2 Guidelines

This clause contains guidelines which should be followed by users to guard against unauthorised use of an access method. These guidelines provide examples only of security measures and will not determine your liability for any losses resulting from any unauthorised transactions. Liability for unauthorised transactions will be determined in accordance with Part 7 of these Conditions of Use and the ePayments Code.

To protect the card

- Sign the card as soon as it is received.
- Carry the card whenever possible.
- Always keep the card in a safe, secure place and check regularly to ensure it has not been lost or stolen.
- Never lend the card to anybody, or permit any other person to use the card or the card details.
- When the transaction is complete remember to take the card and transaction receipt.

To protect the card details

- Do not give or tell the card details to anyone.
- Use care to prevent anyone seeing the card details when entering them into electronic equipment.

To protect the secret code

- Where the secret code is issued by us, memorise the secret code when it is received. Once memorised, destroy our notice of the secret code. If a user forgets the secret code, they may apply to us for it to be reissued.
- If given the option to select a secret code, users should not select a secret code which represents a name, date, telephone number, car registration or anything else that could be associated with them, or which has an easily retrievable combination (such as repeated numbers of letters).
- Never tell or show a secret code to anyone, including a family member, friend or persons in authority (such as a bank officer or police officer).
- Do not record a secret code on the card and/or security token.

- Do not record the secret code on anything which is kept with or near the card or security token without making a reasonable attempt to disguise the secret code.
- Do not record the secret code on a computer or telephone or related articles without making a reasonable attempt to disguise the secret code or prevent unauthorised access to the record.
- Do not keep different access methods together, for example in a bag or wallet, in a car or in the same piece of furniture.
- Do not keep a record of a secret code with any document containing the reference numbers for nominated accounts or with other account information such as statements or cheque books.
- Be ready to make the transaction when at electronic equipment.
- Be careful to prevent anyone else from seeing the secret code being entered at electronic equipment.
- Watch out for mirrors, security cameras or any means which enable other people to see the secret code being entered.
- Do not access Phone Banking or the Bankwest Online Banking website directly from a facility where the details you enter may be recorded by a third party, e.g. from a hotel telephone or a computer at an internet café.
- If a user suspects that someone else may know a secret code or that an unauthorised person is using a secret code, they should contact us immediately to request the issue of a new secret code.

We do not consider the following to be reasonable attempts to disguise a secret code:

- Recording the disguised secret code on the card or security token.
- Reversing the sequence of the secret code.
- Describing the disguised record as a secret code record.
- Disguising the secret code as a telephone number where no other numbers are recorded.
- Disguising the secret code as a telephone number, postcode, amount or date with the secret code in its correct sequence within the number.
- Disguising the secret code using alphabetical characters i.e. A=1, B=2, C=3, or disguising the secret code in any other easily understood code.
- Recording the secret code as a series of numbers or letters with any of them marked to indicate the secret code.
- You must not use any other forms of disguise which are similarly unsuitable because another person can easily work out the secret code.

To protect the security token:

- Carry the security token whenever possible.
- Always keep the security token in a safe, secure place and check regularly to ensure it has not been lost or stolen.
- Do not record account numbers, PANs or secret code details on the security token.
- Do not drop the security token or expose it to high heat, water or attempt to disassemble it.
- Do not keep the security token with any document containing the reference numbers for nominated accounts or with other account information such as statements or cheque books.
- Do not lend the security token to anyone, or permit anyone to use the security token.

6.3 Reporting loss, theft or unauthorised use of a card, or security token, or breach of security of a secret code

If a card or security token is lost, stolen or used without authorisation or a secret code becomes known to someone else, you or an authorised user must immediately tell us by telephoning our Customer Help Centre on the following number: 13 17 19 (24 hours).

If you are overseas, telephone us on +61 8 9486 4130 (To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 8 9486 4130. Please note: we have no control over any charges applied by the local or international telephone company for contacting the operator).

When we are told, we will acknowledge receipt of the notification by giving the user a notification number. This should be kept as proof of the date and time of the report. If for any reason the Customer Help Centre telephone hotline is unavailable and this prevents notification, you will not be liable for any unauthorised transaction which could have been prevented during this period if the telephone facility had been available, provided we are notified within a reasonable time of the Customer Help Centre telephone hotline becoming available again.

Please note that a Mistaken Internet Payment is not the same as an unauthorised transaction. For Mistaken Internet Payments, refer to clause 4.11.

Part 7 – Liability for Unauthorised Transactions

7.1 Application of this Part

This part deals with liability for transactions which are carried out without the knowledge and consent of a user.

7.2 Authorised transactions

You are liable for all transactions carried out in respect of your nominated accounts with the knowledge and consent of a user.

7.3 When you are not liable for EFT transactions

You will not be liable for losses in respect of a nominated account caused by an unauthorised EFT transaction.

- a** Resulting from unauthorised use of a card, security token or secret code which forms part of an access method, before the user has received the card, security token or secret code (as relevant)
- b** After we receive notification that a card or security token (as relevant) has been misused, lost, stolen, or the secret code has become known to someone else
- c** Relating to any component of an access method that is forged, faulty, expired or cancelled
- d** Caused by the fraudulent or negligent conduct of employees or agents of:
 - Us
 - Any organisation involved in the provision of the EFT system, or
 - Any merchant.
- e** where it is clear that the user has not contributed to the loss, or
- f** caused by the same transaction being incorrectly debited more than once to the same account.

7.4 When you are liable for EFT transactions

Where we prove on the balance of probabilities that the user has contributed to losses in respect of a nominated account resulting from an unauthorised EFT transaction by:

- The user's fraud
- (in all cases except where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token) voluntarily disclosing the secret code to anyone, including a family member or friend
- (where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token), either:

- i voluntarily disclosing the token PIN, or
 - ii showing the security token (or otherwise disclosing the token code to anyone, including a family member or friend, where this disclosure is more than 50% responsible for the losses when all contributing causes are assessed together;
- (in all cases except where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token), indicating a secret code on the card, or keeping a record of a secret code (without making any reasonable attempt to protect the security of the code record) on the one article, or on several articles, carried with the card or liable to loss or theft simultaneously with the card
 - (where the unauthorised EFT transaction was made using Bankwest Online Banking and the user has been issued with a security token) indicating the token PIN on the security token, or keeping a record of the token PIN (without making any reasonable attempt to protect the security of the record) on the one article, or on several articles, carried with the security token or liable to loss or theft simultaneously with the security token
 - Where the access method comprises a secret code without a card or security token, keeping a record of a secret code (without making any reasonable attempt to protect the security of the code record) on the one article, or on several articles liable to be lost or stolen simultaneously
 - When changing a secret code, selecting a secret code which represents the user's birth date or a recognisable part of the user's name, or
 - Acting with extreme carelessness in failing to protect the security of all secret codes.
 - Leaving a card in the ATM, as long as the machine incorporates reasonable safety standards that mitigate the risk of a card being left in the machine (for example, the machine captures cards that are not removed after a reasonable time or requires that the card can be removed from the machine before the transaction can proceed).

You will be liable for the losses which occur before we are notified of the unauthorised use, loss or theft of the card or security token, or breach of the security of the secret code; or by:

- Unreasonably delaying notifying us of the unauthorised use, theft or loss of the card or security token, or that the secret code has become known to someone else
- You will be liable for the losses which occur between when the user became aware of the loss, theft or

unauthorised use (or should reasonably have become aware in the case of a lost or stolen card or security token) and when we were actually notified.

In all cases you will not be liable for:

- a That portion of the loss incurred on any one day which exceeds any applicable daily transaction limits
- b That portion of the loss incurred in a period which exceeds any other periodic transaction limit applicable to that period
- c That portion of the loss on a nominated account which exceeds the balance of that nominated account
- d Losses incurred on any accounts which you had not agreed with us could be accessed using the access method.

7.5 When your liability for EFT transactions is limited

Where a secret code was required to perform the unauthorised EFT transaction and clause 7.4 does not apply, your liability for any loss in respect of a nominated account arising from an unauthorised EFT transaction, if the loss occurs before you notify us of the unauthorised use, loss or theft of the card or security token, or the secret code becoming known to someone else, is the lesser of:

- \$150
- The balance of your nominated account, or
- The actual loss at the time we are notified of the misuse, loss or theft of the card or security token, or the secret code becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your access method or nominated account).

7.6 What is your liability for other unauthorised transactions?

If, in cases not involving EFT transactions, a card is used without a user's authority, you are liable for the actual loss arising from the transaction at the time we are notified of the unauthorised use (except that portion of the loss incurred on any one day that exceeds any applicable daily transaction or other periodic transaction limit).

7.7 When the electronic banking system or EFT terminal breaks down

In the event of a terminal malfunction or breakdown, manual procedures may be available by using the card and a signature authorisation procedure. Your liability for any transaction requiring signature authorisation will be determined in accordance with the Conditions of Use applying to your nominated account.

You will not be responsible for any loss you suffer because our system or our equipment accepted a user's instructions but failed to complete the transaction.

If our system or our equipment malfunctions and the user should have been aware that the system or equipment was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your nominated account and refunding any changes or fees imposed on you as a result.

Please advise us if an EFT terminal has a service fault or difficulty. This can be done by contacting our Client Services Team on 1300 663 117 or by visiting any of the Bankwest-branded Customer Service Centres during normal banking hours.

Part 8 – Procedures for handling errors and disputed transactions

Clauses 8.1-8.5 do not apply to reports of Mistaken Internet Payments under the ePayments Code, which have a separate process set out in clause 4.10. For how to report a Mistaken Internet Payment, see clause 4.11(c). However, these clauses apply to a complaint you may have regarding how we or a Receiving ADI have handled a report of a Mistaken Internet Payment.

8.1 How to contact us

If you believe a transaction is wrong or unauthorised or you think there is something wrong with an entry on a nominated account statement or you think we or a Receiving ADI have not complied with the ePayments Code you may tell us by:

- telephoning our Client Services Team on 1300 663 117 or Bankwest's Customer Help Center on 13 17 19
- logging on to our website (bankwest.com.au) and following the procedures it sets out for disputing a transaction or lodging a complaint;
- writing to us at PO Box 2515, Perth WA 6001.

We will advise you of the steps you must take so we can investigate the matter. You must give us full details of the transaction you are querying.

If you are disputing a transaction, you must tell us immediately using one of the contact methods above and you must complete a Transaction Dispute Form and you should do so promptly. This form can be obtained from any Customer Service Centre, our website or by telephoning our Customer Help Centre on 13 17 19. We will notify you of the name and contact number of the officer investigating your dispute. We will contact you if we require further information, and you must supply this information within 10 business days.

8.2 Our investigations

If we are unable to resolve the matter immediately to your and our satisfaction we shall advise you in writing of our procedures for further investigation and handling of your complaint.

Within 21 days of receiving your complaint, we will advise you in writing of either:

- the outcome of our investigation; or
- the fact that we need more time to complete our investigation.

We will complete our investigation within 45 days of receipt of your complaint, unless there are exceptional circumstances. In such circumstances, we will write to you and let you know the reasons for the delay and provide you with monthly updates on the progress of our 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.

8.3 Outcome

On completion of the investigation we shall advise you in writing of the outcome of our investigation and the reasons for our decision with reference to the relevant provisions of these Conditions of Use and the ePayments Code.

If we decide that your nominated account has been incorrectly debited or credited we shall adjust your nominated account (including any interest and charges) and notify you in writing of the amount of the adjustment.

If we decide that you are liable for all or part of a disputed transaction, we will supply you with copies of any document or other evidence on which we base our findings, if these show that your nominated account has not been incorrectly charged or credited.

We will also advise you if there was any system or equipment malfunction at the time of the transaction.

8.4 If you are not satisfied with the result

If you are not satisfied with our findings you may request a review by our senior management. When we advise you of our decision, we will also advise you of further action you may take in respect of your complaint if you are not satisfied with our decision. For instance, you may be able to refer the matter (free of charge) to:

The Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001
Phone: 1300 780 808
Fax: (03) 9613 6399
Website: www.fos.org.au

You may also be able to refer your complaint to consumer affairs departments or small claims tribunals.

8.5 If we fail to comply with these procedures

If we fail to observe the procedures set out in this clause or ePayments Code for handling disputes, allocating liability or communicating the reasons for our decision and that failure contributes to our decision or delays the resolution of your complaint, we may be liable for part or all of the amount of a disputed transaction.

Part 9 – Authorising a Third Party to access your nominated account

9.1 Authorisation

You may authorise any company, firm or person to access and/or withdraw from your nominated account.

There are four types of authority that can be established:

- Enquiry Access
- Fee Payment Authority
- General Withdrawal Authority, and
- Full Authorised Signatory.

The rights and obligations attached to each type of authority are described below.

9.2 General conditions which apply to all Third Party Authorities

Only you may appoint a Third Party to access or withdraw from your nominated account, in which case, you will be bound by their transactions and instructions to us in the same way as if you had performed them yourself.

Withdrawals may be made for any amount and may be made at any time. Where a future date is specified for a withdrawal, we may decline any other withdrawal request if there would be insufficient funds in your nominated account to cover the future dated payment and those other withdrawal requests.

If you appoint a Third Party to withdraw from your nominated account, they will also automatically have the ability to enquire on your nominated account.

You indemnify us against all losses, liabilities and costs incurred directly or indirectly:

- as a result of the appointment of a Third Party, and
- in connection with any action by a Third Party under their appointment or any payment made from your nominated account on their instruction (including any instruction that exceeds their authority).

You release us from claims and liabilities in connection with any act or omission relating to the appointment of a Third Party to your nominated account.

However, we remain liable for any losses, liabilities and costs which by operation of law we cannot exclude.

The Third Party Authority takes effect on the date when we amend our records to note the appointment of the change and continues until cancelled. You can cancel this authority by telling us in writing but cancellation also takes effect only from the date when we amend our records to note the change.

Third Parties may not set up Regular Investment Options on your nominated account. Third Parties cannot give other Third Parties access or authority on your account, other than persons nominated by the Adviser Firm.

We may cancel the appointment of a Third Party as an authority on your nominated account by telling you in writing, for any reason, including (but not limited to):

- suspected fraud, or
- non-compliance with these Access Facilities – Conditions of Use.

In the event of the death of the nominated account holder all Third Party Authorities will automatically terminate.

9.3 Third Party Authority to company or firm (such as Adviser Firm)

Where you give Third Party Authority to a company or firm (such as Adviser Firm):

- It will provide us with such details as we, from time to time, require in relation to the person(s) authorised to operate your nominated account under this authority, including identification and specimen signature(s).
- You acknowledge and agree that the company or firm and the people nominated by the company or firm can withdraw from your nominated account in accordance with the authority that you have given it.
- We will only act on withdrawal requests from the company or firm, if the person requesting the withdrawal has been nominated by it.
- The company or firm must advise us if any of the nominated person(s) no longer has authority. If we are not advised in writing then that person may still transact on your nominated account. You cannot claim that the person is not acting for you until we are advised in writing by the company or firm.

9.4 Conditions relating to each of the levels of authority

Enquiry Access:

- You authorise the Third Party to have access to information about your nominated account.
- You do not authorise the Third Party to make withdrawals from your nominated account, make any changes to your nominated account details, close your nominated account or enable use of your cheque book or debit card, should you have one.

Fee Payment Authority:

- You authorise the Third Party to have Enquiry Access and to make withdrawals from your nominated account for the purpose of paying their fees and regulatory fees.

General Withdrawal Authority:

- you authorise the Third Party to make payments and withdrawals in accordance with the terms set out under 'Fee Payment Authority' above, and
- in addition, you authorise the Third Party to make payments and withdrawals for any purpose including settlement or investment using online, electronic and telephone withdrawal services or by any other method agreed in writing by us
- you do not authorise the Third Party to make any changes to your nominated account details, close your account or enable use of your cheque book or debit card, should you have one, and
- your stockbroker or Adviser Firm has the right to place a hold on funds in your nominated account, for future payment purposes.

Full Authorised Signatory (individual persons):

- you authorise the Third Party to make payments and withdrawals in accordance with the terms set under General Withdrawal Authority' above, and
- in addition, this authority allows the Third Party to use the cheque book and/or debit facility should you have one, change details on your account and close your nominated account. This does not allow the authorised signatory to appoint other authorised signatories to the account except to the extent permitted under clause 9.3.

Part 10 – Direct Debit Request Service Agreement

- 1** Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 (Bankwest) as Debit User will arrange for funds to be debited from your Linked Account as authorised in the Direct Debit Request.
- 2** We will give the client at least 14 days written notice if we propose to vary the terms of this arrangement or the Direct Debit Request.
- 3** If you wish to defer any debit payment or alter any of the details in the Direct Debit Request, you must contact our Client Services Team or write to us at our address set out in the PIS.
- 4** Any queries concerning debit payments or client debit payments must be directed to us in the first instance. Clients may obtain details of the claims process by contacting the Client Services Team on 1300 663 117.
- 5** Direct debiting is not available on the full range of accounts at all financial institutions. If in doubt, the client should check with the financial institution before completing the linked account authority.
- 6** The client should ensure that the account details given in the form are correct by checking them against a recent statement from the financial institution at which the account is held.
- 7** By signing the linked account authority form, the client warrants and represents that they are duly authorised to request the debiting of payments from the account described.
- 8** It is your responsibility to have sufficient cleared funds available in your Linked Account to enable debit payments to be made in accordance with the Direct Debit Request. If your financial institution cannot enable a debit payment from your Linked Account and charges a fee, we will debit your Account with an amount equal to that fee.
- 9** If a debit payment falls due on any day which is not a Business Day, the payment will be made on the next Business Day. If you are uncertain as to when a debit will be processed to your Linked Account, please contact the financial institution at which the account is held.
- 10** Clients wishing to cancel their linked account or wishing to stop individual debit payments must give at least 5 business days written notice to us. This may be arranged by calling the Client Services Team on 1300 663 117.

- 11** Except where the account or Product Information Statement permit disclosure, and except to the extent that disclosure is necessary in order to process debit payments, investigate and resolve disputed transactions or is otherwise required or permitted by law, we will keep details of the client's account and direct debit payments confidential.
- 12** You understand to allow 3 business days for the funds to be cleared when received into the BWA Cash Management Account nominated.
- 13** Bankwest may at its discretion impose a limit on the amount that can be nominated for a direct debit.

BWA Cash Management Account

Product Information Statement

Dated 28 November 2014



BWA Managed Investments™

Refer to inside front cover



The BWA Cash Management Account is a deposit account offered by Bankwest, a division of the product issuer, Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945.

This is a Product Information Statement (PIS) for the BWA Cash Management Account (BWA CMA).

The name and address of the administrator and distributor are:

Colonial First State Investments Limited (Colonial First State)

C/- Level 11, Bankwest Place

300 Murray Street

Perth WA 6000

Telephone: 1300 663 117

Facsimile: 1300 853 628

Email: support@bwami.com.au

Mailing address:

BWA Managed Investments

PO Box 2515

Perth WA 6001

Enquiries:

Telephone

1300 663 117

Facsimile

1300 853 628

Email

support@bwami.com.au

Website

bwami.com.au

Bankwest is a division of the product issuer, Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 (Bankwest).

Commonwealth Bank of Australia (the Bank) has appointed Colonial First State Investments Limited ABN 98 002 348 352 AFSL 232468 as the administrator and distributor in relation to this product. BWA Managed Investments is the business name for the administrator and distributor of this product. The Bank or its licensed related entities, including Colonial First State, are referred to in this PIS as 'the Bank', 'we', 'our' or 'us'.

The issue of this PIS is authorised solely by the Bank. Apart from the Bank none of its subsidiaries are responsible for any statement or information contained within this PIS.

Colonial First State has given and not withdrawn its consent to be named in this PIS and to the statements about it, in the form and context in which they appear.

The information contained within this PIS is current as at the date on the front cover. The information in this PIS is subject to change from time to time. The updated PIS can be found on our website bwami.com.au.

If you are printing an electronic copy of this PIS, you must print all pages. The PIS must be read in conjunction with Bankwest's Banking Services Rights and Obligations (BSRO), the Access Facilities – Conditions of Use document and Your Guide to Banking Fees. These documents are available on our website bwami.com.au. The application/ID forms and supporting documents pertaining to the BWA CMA is available by visiting bwami.com.au/forms/cma-forms. A paper copy of this PIS and all supporting documents can also be obtained free of charge on request by calling our Client Services Team on 1300 663 117 or by contacting your financial adviser.

The offer made in this PIS is available only to persons receiving this PIS within Australia.

The information contained in this PIS is general information only and does not take into account your individual objectives, financial situation or needs. You should read this PIS carefully and assess whether the information is appropriate for you and consider talking to a financial adviser before making an investment decision.

All monetary amounts referred to in this PIS are, unless specifically identified to the contrary, references to Australian dollars.

The product issuer may change any of the terms and conditions contained or referred to in the PIS and, where a change is material, the Product issuer will notify you in writing within the timeframes provided for in the relevant legislation.

Contents

Section		Page
1	Introduction This section outlines some important information about the account, including the benefits and a summary of the product.	2
2	Fees and other costs Details the fees of the product and what is paid to your financial adviser.	4
3	Account management Provides information on establishing and transacting on your account and how you can access information about your investment.	6
4	Other information you need to know Additional information on the product.	11

1 The BWA Cash Management Account

A full featured cash account for your investment portfolio paying a competitive interest rate.

Features at a glance

Minimum opening balance	No minimum
Minimum ongoing account balance	No minimum
Minimum additional deposits	No minimum
Minimum withdrawal amount¹	No minimum
Financial Claims Scheme	The Financial Claims Scheme, under the Banking Act, covers deposit amounts you hold in a bank in aggregate up to a statutory prescribed limit (please note that for the purposes of calculating this total joint accounts are considered to be held in equal shares). You may be entitled to a payment in some circumstances. Payments under the scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from the APRA website at apra.gov.au and the APRA hotline on 1300 55 88 49.

Streamline your cash management

Online Access allows you to check your balance, keep track of transactions, transfer funds to external accounts or make BPAY[®] and 'Pay AnyBody' payments

Phone Access allows you to check your balance, keep track of transactions or make BPAY[®] payments

Regular Investment Option to help you build your savings

Direct debit facility to simplify paying bills

Direct credit facility for your salary, dividends and distributions to be electronically transferred to your account

Easy access to deposit or withdraw your cash

Debit card allows you to make withdrawals via ATMs and EFTPOS (only in Australia)

Branch access to your account at any Bankwest branded Customer Service Centre.

Cheque book allows you to write personal cheques whenever necessary

Australia Post Bank@Post² access to your account at Post Offices

[®] Registered to BPAY Pty Ltd ABN 69 079 137 518.

¹ The minimum amount you can withdraw from a Bankwest branded ATM is \$20 or \$50 (depending on the ATM).

² Access facilities may be required. Refer to pages 6 and 7 for details.

At a glance

1

With the BWA Cash Management Account, you can...

1. Benefit from a competitive interest rate

The BWA Cash Management Account offers a competitive interest rate for a full featured cash account which means your cash is working harder for you at all times. The account pays a variable interest rate which can fluctuate.

Interest to which you are entitled will be calculated daily by multiplying the amount of the end of day credit balance of your account by the interest rate and dividing the result by the number of days in the year.¹

Interest will be paid monthly in arrears and on the closure of your account.

For more information on the interest rate available for the BWA Cash Management Account, go to bwami.com.au or contact us on 1300 663 117.

2. Efficiently manage your investment cash flow

The BWA Cash Management Account acts as a hub for your investment portfolio. You can arrange for your salary, interest payments, dividends, distributions, share sale proceeds or rent from your investment property to be paid directly into your account. This frees up cash to pay yourself an income, pay off the mortgage on your investment property, pay expenses or invest in shares, managed funds and other assets.

By consolidating your cash through one hub, you get a comprehensive and up-to-date view of your cash position and a record of your cash movements. It also simplifies administration of your investments.

3. Manage the cash in your self-managed super fund (SMSF)

As well as a cash hub for your general investments, a BWA Cash Management Account is ideal for your SMSF. You, your accountant and your adviser can keep track of all the transactions in your SMSF to relieve some of the burden of administration. You can easily manage your super contributions as well as your pension payments when you move into retirement.

4. Effectively manage your dividends, distributions and interest payments

You can arrange direct credit of your interest payments, share dividends or managed fund distributions to make sure all of your investment income starts earning interest as soon as you receive it.

5. Easily access your cash when you need it

The BWA Cash Management Account offers all the convenience of a bank-based account for your investment money. That means you can access your money through:

- Merchants who use EFTPOS
- Commonwealth Bank ATMs and Bankwest branded ATMs or any other Service Provider's ATM
- any of the Bankwest branded Customer Service Centres around Australia
- Post Offices using Bank@Post.

6. Enjoy the great service offered by our specialist staff

You can speak to one of our highly knowledgeable, specialist staff between 7am and 5pm (WST) Monday to Friday by calling our Client Services Team on 1300 663 117.



¹ The interest rate is variable. This means that the interest rate may be changed at any time. Any change to an interest rate will be notified on our website bwami.com.au. If your adviser receives trail commission from us, you will receive a lower interest rate. You can obtain information about our current rates by visiting our website at bwami.com.au or by calling our Client Services Team on 1300 663 117.

2 Fees and other costs

These fees may be charged directly to your BWA CMA.

Description	Amount	How and when paid
ATM withdrawal, debit transfer or balance enquiry at Bankwest branded ATM or Commonwealth Bank ATM ¹ .	Free	
EFTPOS purchase/withdrawal	Free	
Phone Access → bill payment via BPAY [®]	Free	
Online Access → bill payment via BPAY [®] → Pay AnyBody transfer to another person's account held with Bankwest or another financial institution (excluding credit card accounts)	Free	
Cheque book issue	Free	
Bank cheque (for investment purposes) ²	Free	
Periodic payments and direct debits	Free	
Cheque withdrawal	First 5 cheques free each month and then \$0.75 each	Deducted from your BWA CMA on the first business day of the following month or when you close your account
Additional or replacement statement → duplicate printed with the original → viewed and printed online through 'Transact Online' → previously issued copy by mail → previously issued copy by fax	Free Free \$5.00 each \$5.00 each	Deducted from your BWA CMA at the time of request
Counter withdrawal – any withdrawal or debit transfer made at a Bankwest branded Customer Service Centre, Bankwest branded Agency, Neighbourhood Bank ³ or Australia Post Bank@Post	\$2.00 each	Deducted from your BWA CMA on the first business day of the following month (or when closing your account)
ATM withdrawal or balance enquiry at a non-Bankwest branded ATM or non-Commonwealth Bank ATM ⁴	ATM operator fee will apply	Deducted at time of withdrawal by the ATM operator
Dishonoured payments ⁵	\$10.00 each	Deducted from your BWA CMA at the time of request
Stop payment on an issued cheque	\$15.00 each	Deducted from your BWA CMA at the time of request
Bank cheque	\$10.00 each	Deducted from your BWA CMA at the time of request
Repurchase of bank cheque	\$20.00 each	Deducted from your BWA CMA at the time of request
Special cheque clearance	\$16.00 each	Deducted from your BWA CMA at the time of request
Telegraphic Transfer (TT) and Real Time Gross Settlements (RTGS)	\$35.00 each	Deducted from your BWA CMA at the time of request
Transaction voucher search	\$12.00 for 1 voucher \$8.00 each if 2 or more	Deducted from your BWA CMA at the time of request

In the event you require additional services we may be able to arrange these for you through Bankwest, who may charge you additional fees. Details of these fees can be found in the Bankwest Your Guide to Banking Fees available at bankwest.com.au.

Access method fees and charges

You are responsible for any fees or charges imposed by a telecommunications provider/carrier for accessing Phone Banking or Bankwest Online Banking, including call costs and costs for accessing the internet where you access Bankwest Online Banking using a mobile device, whether Bankwest Online Banking is accessed from Australia or overseas. You should refer to your telecommunications provider/carrier for full details about the fees and charges associated with accessing and downloading information from the internet.

You may also contact our Client Services Team on 1300 663 117 for fees and charges applicable to the issue or use of an access method.

If applicable, we will debit your nominated accounts with any fees and charges incurred in the issue or use of an access method and with all duties, taxes and charges which governments may impose on us or you due to electronic transactions on your nominated accounts or to the provision of any of the Services. These government duties may include state debit tax.

1 Investors using a Bankwest branded ATM or Commonwealth Bank ATM will not be charged a fee for denied transactions.

2 Investment purposes being Initial Public Offerings, Corporate Actions or Managed Fund investments.

3 Neighbourhood Banks are positioned inside a local business and operated by a local business person providing everyday banking services to customers of Bankwest, a division of Commonwealth Bank.

4 Investors making a withdrawal or balance enquiry using a non-Bankwest branded ATM or non-Commonwealth Bank ATM will not be charged a fee by us.

5 Where a direct debit or cheque is drawn on your BWA CMA and there are insufficient funds available, we will dishonour the withdrawal, recover our reasonable costs by debiting your BWA CMA and inform you of this by SMS text message. If for any reason the SMS message fails, we will advise your adviser via email.

Additional explanation of fees and costs

What is paid to your adviser?

An adviser recommending this product may receive from us certain non-monetary benefits allowed under law (soft dollar benefits).

Under our obligations pursuant to the Corporations Act 2001 and the Financial Services Council Code of Practice, we keep a record of soft dollar benefits which we are entitled to give to dealer groups or advisers. Please contact us if you would like to view this register.

New investors from 1 July 2014

New rules relating to the Future of Financial Advice (FoFA) commenced on 1 July 2012 with transitional effect which result in a ban on commissions and other similar payments from either 1 July 2013 or 1 July 2014 depending on the particular circumstances.

In order to comply with the new rules, we will not make commission payments where we are prohibited from doing so.

Adviser Service Fee

If you have agreed to pay your financial adviser a fee from your account for the services they provide to you, we will pay that fee to your financial adviser on your behalf as directed by you. This fee is charged as a percentage of your account value and will be deducted from your account on a monthly basis.

We may choose not to pay amounts to your financial adviser (such as where we have reason to believe your financial adviser's payment details are not correct, or we have chosen not to deal with your financial adviser). We will notify you if we do not pay an amount on your behalf to your financial adviser.

Fees paid to your financial adviser on your behalf are fees agreed between you and your financial adviser (they are not Bank fees). Contact your financial adviser if you would like to discuss these fees.

For more information on the fees payable and interest rates available for the BWA Cash Management Account, go to bwami.com.au or contact us on 1300 663 117.

3 Account management

Opening an account

To invest in the account, you must complete the relevant application form which is available at bwami.com.au/forms/cma-forms. All individual investors must be at least 18 years of age.

Completed and signed application forms should be sent to us at:

BWA Managed Investments
PO Box 2515, Perth WA 6001

Your initial deposit can be made by cheque or a range of methods as detailed in 'Access Facilities' below. Any cheques should be crossed 'Not Negotiable' and made payable to:

<Full name of the account>

Identification requirements

We are required to ensure that identification requirements are satisfied for all BWA CMA account signatories as well as providing the documentation set out in each application form.

All individual, business and trust applicants are required to be identified and may do so by completing the Identification and Verification form.

Please ensure the necessary identification documents are taken with you when you visit your Adviser Firm.

Copies of identification documents provided to us by customers must be certified by a person prescribed under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act) as being a true copy of the original document in line with the requirements of the AML/CTF Act. To assist you, the Identification and Verification form and instructions on how to certify Identification documents is available at bwami.com.au/forms/cma-forms.

You will not be able to open a BWA CMA if you do not meet all the account identification and/or other documentation requirements as applicable.

If we open a BWA CMA and do not receive your initial deposit within one month, we reserve the right to close your BWA CMA.

Welcome Pack

Once your completed application has been processed, we will send you a Welcome Pack, including your BWA CMA details and where requested:

- details about Phone Access and Online Access
- your Personal Access Number (PAN).

It is important that you read the information contained in the Welcome Pack carefully and retain it for future reference.

Access Facilities

The account provides an extensive range of BWA CMA Access Facilities which are detailed below.

Access Facilities	BWA CMA
Phone Access	✓
Online Access	✓
Pay AnyBody	✓
BPAY® bill payments	✓
Linked account transfers	✓
Direct credits	✓
Direct debits	✓
Periodic payments	✓
Regular Investment Option	✓
Bank cheque withdrawals	✓
Cheque deposits via mail	✓
ATM access (Bankwest branded Customer Service Centres, other financial institutions and 7-Eleven stores)	✓
EFTPOS	✓
Bankwest branded Customer Service Centre, Bankwest Agency and Neighbourhood Bank deposit or withdrawal	✓
Australia Post Bank@Post	✓
Personal cheque book	✓

Further details of the Access Facilities for Phone, Online, Pay AnyBody and Debit Cards are covered in the following sections and in 'Access Facilities – Conditions of Use', which is available at bwami.com.au/forms/cma-forms.

Deposits

You may deposit funds via a range of methods.

If a cheque is deposited to the account, the amount of the cheque will be credited on the business day it is received by us but it will not be available to you until it is cleared.

Direct credits

You can arrange deposits, such as your salary and dividends, to be credited electronically into your BWA CMA. When arranging direct credits, you will need to provide Bankwest's BSB and your BWA CMA account number, as detailed in your Welcome Pack.

BSBs used for the account are:

WA	306 089	SA, NT	305 122
NSW, ACT	302 100	QLD	304 123
VIC, TAS	303 111		

Linked Account

You can nominate a Linked Account via the Linked Account Authority Form. You can then transfer funds up to \$2 million to and from your nominated linked account using Online Banking.

Deposits into your BWA CMA using the Linked Account Transfer facility are made via direct debit to your Linked Account.

Further details on Linked Account Transfers are covered in the 'Access Facilities – Conditions of Use', which is available at bwami.com.au/forms/cma-forms

Bankwest branded Customer Service Centre, Bankwest branded Agency, Neighbourhood Bank or Australia Post Bank@Post

Deposit cash and cheques over the counter at any Bankwest branded Customer Service Centre, Neighbourhood Bank or Bankwest branded Agency using your debit card or a completed deposit form available at the outlet. Cheque deposits can also be made via the Fast Deposit boxes located in most Bankwest branded Customer Service Centres and Neighbourhood Banks.

Deposits at Post Offices with Bank@Post are available to personal customers using their debit card (Australia Post Bank@Post facilities are not available to business customers).

Regular Investment Option

You can arrange automatic regular savings into your BWA CMA from external accounts. Making this regular type of saving enables you to:

- automatically build up your BWA CMA balance, and
- have adequate funds on hand to capitalise on investment opportunities.

Your regular savings can be set up for a specific period (ie weekly, fortnightly, monthly, quarterly or annually) and may be continued indefinitely.

You can set up your Regular Investment Option by completing the Regular Investment Option form, which is available at bwami.com.au/forms/cma-forms

Mail

Cheque deposits can be mailed to us together with a deposit form available from our website bwami.com.au, or by providing us with the following information:

- the BSB and BWA CMA number
- the full name(s) in which your BWA CMA is held
- the total dollar amount of the cheque(s) you are depositing, and
- the signature of the BWA CMA account holder(s) or authorised signatory(s).

All cheques should be made payable to the full name of the account.

BPAY®

Deposits using BPAY® may also be made to your BWA CMA by providing our biller code 181024 and the biller reference number (the last three numbers of the BSB number followed by your BWA CMA account number). For example, in the case your Bankwest BSB and BWA CMA account number is 306 089 1234567, your biller reference number would be 0891234567.

Withdrawals

You can withdraw funds from your BWA CMA at your convenience using a number of Access Facilities.

Phone Access and Online Access

Transfer funds between your BWA CMAs and make bill payments via BPAY® over the telephone or online.

The Pay AnyBody service, available online, also enables you to transfer funds to accounts in another person's name and to accounts held at Bankwest or another financial institution (excluding credit card accounts).

Limits may apply to these services, refer to Access Facilities – Conditions of Use, which are available at bwami.com.au/forms/cma-forms

Linked Account

You can nominate a Linked Account via the Linked Account Authority Form. You can then transfer funds up to \$2 million to and from your nominated linked account using Online Banking.

Withdrawals from your BWA CMA using the Linked Account Transfer facility are made via direct credit to your Linked Account.

Further details on Linked Account Transfers are covered in the 'Access Facilities – Conditions of Use', which is available at bwami.com.au/forms/cma-forms

Debit card

Use your debit card to access your BWA CMA through:

- ATMs
- EFTPOS
- Bankwest branded Customer Service Centres, Bankwest branded Agencies and Neighbourhood Banks, and
- Post Offices with Bank@Post.

Periodic payments

You may at any time authorise us in writing to debit your account with periodic payments. This service allows you to transfer funds from your account to other accounts held with us or with another financial institution, whether held by you or any other person, or to instruct us to make payments to third parties.

It is your responsibility to ensure that you have sufficient cleared funds in the account to satisfy the periodic payments to be made by us in accordance with your periodic payment authority.

If you wish to set up periodic payments, please complete the periodic payment form which can be found on our website, bwami.com.au/forms/cma-forms.

We may withdraw this service, or refrain from acting in accordance with any periodic payment authority you give us, at any time at our sole discretion. If we do, we will inform you in writing. In this case, you should make alternative payment arrangements with any third party who may be affected by the withdrawal of the service. Otherwise, the third party may no longer be able to provide you with the goods or services for which funds were to be debited.

Direct Debit facility

A Direct Debit facility is available in connection with your account. The terms and conditions of the Debit User's authority will be set out in the Direct Debit Request and Direct Debit Request Service Agreement (or similar periodic authority) that you complete with the Debit User.

You may, at any time, authorise a third party to withdraw funds from your BWA CMA via a direct debit to meet regular payment requirements, such as your health insurance premium. We will accept an instruction from you to cancel a Direct Debit request and will act on that instruction by promptly informing the appropriate parties. We will also take and promptly process any complaint by you that a debit to your account was unauthorised or was otherwise irregular. However, we suggest that you also contact the Debit User with your query, complaint or cancellation instruction in accordance with the terms of the Direct Debit Request and Direct Debit Request Service Agreement.

3 Account management

If your account number changes or your account is closed, we will be unable to continue processing direct debits to your account and you should make alternative payment arrangements with the Debit User. Otherwise, the Debit User may no longer be able to provide you with the goods or services for which funds were to be debited.

It is your responsibility to ensure that you have sufficient funds in the account to satisfy the debit payments to be made in accordance with all Direct Debit requests you authorise.

Cheque book

A cheque book is available (free of charge) upon request. Refer to Banking Services Rights and Obligations document, available on our website bwami.com.au/forms/cma-forms, for more information on cheque access.

Bank cheque

Bank cheques can be requested in writing or via fax, as detailed in 'Written requests' or 'Use of telephone, fax and email' below. BWA CMA account holders can also request a bank cheque from any Bankwest branded Customer Service Centre or Neighbourhood Bank (limits apply).

Written requests

You can send us written requests by providing the following information:

- the BSB and BWA CMA account number
- the full name(s) in which your BWA CMA account is held
- the dollar amount you wish to withdraw
- the signature(s) of the BWA CMA account holder(s) or authorised signatory(s), and
- the type of payment method, being either:
 - a credit to a nominated Australian bank account (please provide full account details including the BSB, account number and recipient name), or
 - a 'Not Negotiable' bank cheque posted to the nominated address (please provide payee details).

If we receive your mailed, faxed or e-mailed withdrawal request by 2pm EST on a business day, it will be processed that day. Requests received after this time or on a non-business day may be processed on the next business day. Please note that transfers to a third party normally reach their account the next working day; however, this can vary depending on the institution receiving the funds.

Use of telephone, fax and email

Security of phone, fax or email requests

- We have procedures in place to reduce the risk of fraud, but we cannot guarantee that someone trying to impersonate you will not contact us about your account and change your details. We may dispute liability for any losses which happen because we have acted on phone, fax or email instructions that you have not authorised but which appear to be authorised by you.
- All our customers are automatically given access to communicate with us by phone and fax. You need to tell us if you do not want us to accept any future instructions over the phone or by fax by sending us an original signed request.
- We will block access to your account for phone and fax instructions by the second business day after we receive

that request. Until this happens, these terms and conditions for phone and fax will still apply to your account.

- If you are a joint account holder, only a person who is authorised to operate solely may give us instructions by phone about the account.
- If the account holder is a company, any director of the company may give us instructions by phone about the account.

Information received by phone or fax

- If the details that we receive in a fax or over the phone do not match the details that we have previously received for the account, then we will not proceed with the request.
- We will also not process a request if the instructions we receive are incomplete or appear to contain errors. This is to ensure that the transaction we perform is exactly what you were requesting.
- Fax machines may be convenient, but they are not always reliable. If a query arises over what information we received by fax, we will not accept a fax transmission report from your machine as evidence that we received the fax. This is because, although your fax machine may have confirmed that the fax was sent, we may not have received the complete fax at our end.
- We can change or cancel these terms for phone and fax at any time as long as we give you 14 days written notice.
- Apart from these terms and conditions, we may have other requirements for receiving instructions from time to time. You will be notified if this affects you or your request.

Receiving commercial electronic messages

- You consent to us sending commercial electronic messages to any electronic address which you provide or for which you are responsible. You warrant that you have authority, either as or on behalf of the electronic account holder, to provide this consent and agree that until you withdraw your consent by providing written notice to us or using an unsubscribe facility in the message, we may continue to send commercial electronic messages to those addresses.

Electronic communication with you

- Where applicable to your BWA CMA and access method, you may agree that we may satisfy any requirements under this PIS or under any law or applicable code of conduct to provide users with information by:
 - electronic communication to a user's electronic equipment
 - electronic communication to an electronic address nominated by the user, or
 - making the information available at our electronic address for retrieval by a user (after notifying the user by electronic communication that the information is available for retrieval, of the nature of the information, and providing the user with the ability to retrieve the information by electronic communication).
- Should you so agree, you may at any time by notice to us terminate your agreement to receive information by electronic communication or change your electronic equipment or electronic address.

Should we provide you with information by an electronic method outlined in this section, the information will be deemed to have been provided to you when the electronic communication enters the first information system outside Bankwest (eg your or your internet service provider's information system).

Authorising a Third Party to access your BWA CMA

You may authorise another company, firm or person to have access and operate your BWA CMA by completing the Third Party Authority Form, which is available at bwami.com.au/forms/cma-forms.

We will only accept your appointment of an agent if (among other things) we have successfully established the identity of this agent.

If you give a company or firm any level of access rights, you give those rights to each partner, officer, employee, agent and service provider that the company or firm nominates for this purpose.

You remain responsible for all transactions made by the authorised signatory until you cancel the signatory's authority in writing. Before any signatory may operate the account, we are required by law to verify their identity.

On the Third Party Authority form, you may nominate the type of access rights that the Third Party will have to your BWA CMA. These access rights are summarised in the following table:

Access rights	Enquiry Access	Fee Payment Authority ¹	General Withdrawal Authority	Full Authorised Signatory
Access to view account	✓	✓	✓	✓
Authority to withdraw fees from your BWA CMA	✗	✓	✓	✓
Authority to withdraw for any purpose (excluding cheque withdrawals)	✗	✗	✓	✓
Authority to withdraw (including cheque withdrawals)	✗	✗	✗	✓
Authority to amend your BWA CMA details	✗	✗	✗	✓
Authority to close your BWA CMA	✗	✗	✗	✓
Authority to appoint another authorised signatory	✗	✗	✗	✗

All Third Parties to a BWA CMA must be identified in accordance with the requirements of any applicable legislation.

Further details and conditions on Third Party Authority options may be found in the 'Access Facilities – Conditions of Use', which is available at bwami.com.au/forms/cma-forms.

Adviser Firm access

Where your Adviser Firm's details appear on your completed application form for the BWA Cash Management Account and you have not indicated otherwise under 'Adviser Firm access', we will supply this Adviser Firm (and its partners, officers, employees, agents and service providers nominated by the Adviser Firm, as relevant) with General Withdrawal Authority.

General Withdrawal Authority will enable your Adviser Firm (and its partners, officers, employees, agents and service providers nominated by the Adviser Firm) to make withdrawals from your BWA CMA and to place a hold on funds in your BWA CMA for future payment purposes (for further details on Fee Payment Authority and General Withdrawal Authority, refer to the 'Access Facilities – Conditions of Use', which is available at bwami.com.au/forms/cma-forms). In addition, where General Withdrawal Authority is given to your Adviser Firm, we will accept fax instructions from them for withdrawals from your BWA CMA.

Alternatively, you can provide your Adviser Firm with Fee Payment Authority or Enquiry Access by requesting this within your application.

Fee Payment Authority will enable your Adviser Firm (and its partners, officers, employees, agents and service providers nominated by the Adviser Firm) to make withdrawals from your account for the purpose of paying their fees or regulatory fees and to place a hold on funds in your BWA CMA for future fee payment purposes.¹

Statements

A statement of your BWA CMA will be provided to you at least half yearly. The statement will include details of your opening and closing balance for the period and transactions (including deposits, withdrawals and fees) during the period.

Replacement or interim statements may be ordered via Phone Access, Online Access or by contacting us. Other methods are available, as detailed in the 'Access Facilities – Conditions of Use', which is available at bwami.com.au/forms/cma-forms. User Pays Fees may apply – refer to page 4 for details.

We will also provide annual tax information following the end of each financial year, which will be available via Bankwest Online Banking.

Code of Banking Practice

The Code of Banking Practice applies to your BWA CMA. General descriptive information about Bankwest's banking services is available on our website bwami.com.au in the form of Bankwest's 'Banking Services Rights and Obligations' brochure. It includes, in particular, information about account opening procedures, bank cheques, and on the advisability of you reading the terms and conditions applying to Bankwest's banking services.

¹ Fee Payment Authority – Fees to be paid to the Adviser other than the Adviser Service Fee relating to the BWA CMA as completed in the relevant section of the BWA CMA Application form.

3

Accessing your information

You can access, correct or update any personal information we hold about you by contacting us on 1300 663 117 or writing to us at:

BWA Managed Investments
PO Box 2515
Perth WA 6001

You can request access to information held by BPAY® or its agent Cardlink Services Ltd using the contact details supplied in the Definitions section on page 13.

Privacy

Privacy Statement and Consent to Use your Information

This Statement explains how Bankwest and subsidiaries of Commonwealth Bank of Australia ('we' or 'us') collect, use and disclose personal information.

Personal information is information about, and which identifies an individual (such as name and contact details). Your personal information includes information about who you are and your interactions with us such as transactions on your account. It may also include information about you that is publicly available, for example from public registers or made available through social media. When you give us personal information about another person, you represent that you are authorised to do so and agree to inform that person of the contents of this Statement as it relates to them.

Purposes for which we collect and use personal information

We collect your information because we are required to identify you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act. You are not required to provide your Tax File Number. However, if we do not collect your Tax File Number as permitted by the Taxation Administration Act 1953 and the Income Tax Assessment Act 1936, we may be required to withhold amounts from you and remit them to the Australian Taxation Office.

We also collect your personal information to assess and process an application for any product or service that you make or for which you are a signatory, for internal processes including risk management and pricing, to administer our relationship with you, to meet our obligations in relation to external payment systems, Government bodies and funding arrangements, to identify and comply with regulatory requirements.

If you use our website or online applications we may collect information about your location or activity (including whether you have accessed third party sites) to customise your experience.

Exchange of personal information

We may exchange personal information about you with our related bodies corporate, assignees, agents, contractors and external advisers, organisations for verifying your identity, your agents, advisers, referees, executors, administrators, trustees, beneficiaries (if you are a trustee), guardians, attorneys, law enforcement, regulatory and government bodies, anyone who introduces you to us, reward program providers, third parties

providing fraud detection services, your franchisor, payment system operators, your and our insurers or prospective insurers and their underwriters, any person we consider necessary to execute your instructions, other organisations for the supply of services, other persons where this is permitted by law, persons with whom you make a joint application for a product or service with us, participants in a funding scheme, and any financial institution to or from which a payment is made in relation to any account you have or operate.

In some cases, these persons or organisations may disclose your personal information for the purposes of any relationship they have with you or performing functions in relation to you.

Verifying your identity using a credit reporting body (CRB)

In order to verify your identity, we and our Agents may provide your name, residential address and date of birth to a CRB, which may use that information and corresponding information in credit information files of individuals to prepare and provide an assessment of whether your information matches information on a credit information file held by that CRB. You agree to us and our Agents requesting an assessment and providing your personal information for such an assessment.

Transfer of personal information overseas

Sometimes it may be necessary to send your information overseas – for example where we outsource functions overseas, send information to related bodies corporate, where we need to complete a transaction on your behalf or where this required by laws and regulations in Australia or in another country. These countries include New Zealand, United Kingdom and Ireland. Please refer to Bankwest's Privacy Policy for more information.

Access to your personal information, contacting us and contacting you

This Statement should be read in conjunction with Bankwest's Privacy Policy available on the websites of bankwest.com.au and bwami.com.au or by calling our Client Services Team on 1300 663 117.

You have rights to access your personal information from us, to request us to correct the information, and to make a complaint to us about a breach of your privacy rights in relation to the information. The Privacy Policy includes further information about how you may do this.

Consent

You agree to the terms of our Privacy Policy and consent to us collecting, using, exchanging and transferring overseas, your personal information as described and as set out above and in Bankwest's Privacy Policy.

To find out more on how we collect, use and disclose personal information, Bankwest's Privacy Policy is available on the websites of bankwest.com.au and bwami.com.au. If you would like to receive a copy of this document, please contact our Client Services Team on 1300 663 117 or contact your financial adviser.

The consent and agreement can be found within the Declaration section of the relevant BWA Cash Management Account application form. If you do not provide the above consent, Bankwest will not be able to provide you with banking services (such as accounts).

Other information you need to know

Additional information

This section provides additional information you need to know.

Applications

To ensure that your applications are processed efficiently, it is important that you complete all sections of the application form and provide us with all documentation we require.

Anti-Money laundering and Counter-Terrorism Financing laws

We are required to comply with these laws, including the need to establish your identity (and, if relevant, the identity of other persons associated with your account). Instructions for completing the identification process are included with the application forms available at bwami.com.au/forms/cma-forms.

Additionally, from time to time, we may require additional information to assist with this process. We may be required to report information about you to the relevant authorities. We may not be able to tell you when this occurs.

We may not be able to transact with you or other persons. This may include delaying, blocking, freezing or refusing to process a transaction. This may impact on your investment and could result in a loss of income and principal invested.

If all information is not completed, we may not be able to proceed with your request until the required information is received. In these situations we may:

- attempt to contact you and/or your adviser (if applicable)
- hold your application monies in a non-interest bearing account until we receive the required information.

Funds are held for a maximum period of 30 days (in a non-interest bearing account) commencing on the day we receive the funds. After this period, your funds will be returned to the source of payment and the BWA CMA will be closed.

We may reject applications at our discretion.

Taxation¹

Tax File Number (TFN), Australian Business Number (ABN), or exemption reason

Our collection of your TFN is authorised, and its use and disclosure is strictly regulated, by tax laws and the Privacy Act.

You may quote your entity's ABN as an alternative to its TFN if you are opening the account for purposes related to that entity's business. An Australian Company Number (ACN) cannot be quoted in lieu of a TFN/ABN. If only an ACN is provided tax may be withheld at the highest marginal rate (plus Medicare Levy).

You do not have to provide us with your TFN, and declining to do so is not an offence. If you do not quote your TFN (including all TFNs for joint accounts), ABN, or claim an exemption, tax may be withheld from the interest paid to you at the highest marginal tax rate (plus Medicare Levy).

For more information about the use of tax file numbers, please contact the ATO.

Non-residents

If you are a non-resident of Australia for taxation purposes, you must provide us with your overseas residential address.

Tax may be withheld on the interest you earn on your account if you are a non-resident of Australia.

Exemption type	Category
Age Pension, Defence Service/Veteran's Pension or Disability Support Pension	1
Other pension (for example, Wife, Carer, Widow, Sole Parent, Special Benefit, Special Needs Pension or Rehabilitation Allowance)	2
Entity that is not required to lodge a tax return (for example, non-profit organisation)	3

Changes to laws

Changes to laws or their interpretations, including taxation and corporate regulatory laws, could have an impact on the interest paid to account holders.

Would you like to give us feedback, or do you have a question or complaint?

If you have an enquiry, a complaint we can help you with, or would simply like to give us feedback, then you can contact us by:

- Calling us on 1300 663 117, Monday to Friday, 7am to 5pm (WST)
- Emailing us at support@bwami.com.au
- Fax on 1300 853 628
- Writing to us at
BWA Managed Investments
PO Box 2515
Perth WA 6001.

We value your comments and work hard to address any problems we become aware of, but if we are unable to resolve a problem to your satisfaction, you can take it further by contacting us using the above contact details.

We will acknowledge any complaint received in writing. We will ensure that any complaint is properly considered and responded to swiftly; in most cases this will be within 21 days. If you would like more details on our complaints procedure, please contact us.

We hope that you are satisfied with how we address your complaint, but if our response is not adequate, or if you have not received a response within 45 days, you can have your complaint reviewed by the Financial Ombudsman Service (FOS), whose services are free of charge. You can phone FOS toll free on 1300 780 808. Alternatively, you can write to FOS at:

Financial Ombudsman Service Ltd
GPO Box 3, Melbourne VIC 3001
Facsimile: (03) 9613 6399
Website: www.fos.org.au

For complaints procedure regarding Errors and Disputed Transactions, please refer to the 'Access Facilities – Conditions of Use', which is available at bwami.com.au/forms/cma-forms.

¹ The Bank does not give nor purport to give, any taxation advice. The application of taxation laws depends on a client's individual circumstances. Accordingly, you should seek independent professional advice on taxation implications before making any decisions about a financial product or class of products.

4 Other information you need to know

What benefits do Colonial First State receive?

Colonial First State may receive monetary and administrative benefits from Bankwest, as a consequence of performing administration and distribution services for them.

Changes in your particulars

You must inform us immediately of a change in your name or address so that we can update your details. We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.

Joint BWA CMA accounts

If your account is in more than one name, the following applies:

- (a) Each of you must fully comply with the terms and conditions applying to the account as if the account were in one name alone.
- (b) Instructions in respect of the account may only be given in accordance with the election made in the Account Authority except that:
 - (i) electronic access (each of Bankwest Online Banking, Phone Banking or Bankwest Debit Cards) to the account will only be available to a person who is authorised to operate the account solely, and
 - (ii) any one of you may cancel the election made in the Account Authority in which event a new account operating authority will be required from all of you.
- (c) Should one of you die, we will treat the survivor(s) as the account holder(s) unless you have specified otherwise.
- (d) We can send notices, statements and other documents (including a notice of a change to the terms and conditions applying to the account) by mailing them to any of you and they will be taken to have been given to all of you.

Trustees

If you open the BWA CMA as a trustee, you agree that:

- you represent and warrant that you have the power and authority to open and operate the BWA CMA
- you are the sole trustee or trustees of that account
- no action has been taken to remove or replace you as trustee of that account, and
- you have an unrestricted right to be fully indemnified out of the account's assets in respect of any liability that you may incur as trustee.

Additional obligations

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (eg Laws that address tax evasion). So that we may comply with our obligations under these laws or regulations we may:

- require you to provide information about you or your product
- disclose any information we are required to concerning you (including sending your information overseas)
- if required to do so, withhold an amount from a payment to you, and if we do, we will not reimburse you for the amount withheld, and/or
- take such other action as is reasonably required, including, for example, closing your account.

Powers of attorney

If an account is to be:

- opened by an attorney on your behalf, or
- operated (including accessing information, transferring money into/out of the account and/or closing the account) by an attorney on your behalf

you and your attorney must:

- complete and sign any documents we require, and
- provide us with any other documents or information we require.

If you appoint an attorney to open and/or operate your account, you must ensure that your attorney complies with the conditions of the account. We will tell you how an attorney can operate the account. Transactions performed by an attorney may be delayed until all required documents are received by us.

Certificates issued by us

You agree that an audit certificate, which has been signed and dated by an officer of Colonial First State, is sufficient evidence of any fact or matter stated in the audit certificate and unless the contrary is established, it is conclusive evidence.

Please note that Bankwest charges a fee to produce an audit certificate. Please refer to Bankwest's 'Guide to Banking Fees' available at bankwest.com.au.

Closing your BWA CMA

You may close your BWA CMA at any time by written notice to us.

If the BWA CMA has a credit balance at the time that it is closed, that balance (adjusted for any unpaid income, fees and costs) will be paid to you. Uncleared funds will not be available until they are cleared.

Upon the closure of the account, all liabilities owing to us in relation to the account will become immediately due and payable and these terms and conditions will continue in full force and effect until those liabilities have been discharged in full.

Communication of changes to this PIS

Variations	Minimum notice (Days)	Method of notice
Introduce a new fee or charge (other than a government charge payable directly or indirectly by you)	30	In writing or electronically
Increase a fee or charge (other than a government charge)	30	In writing or electronically or in any other way permitted by law
Change the method by which interest is calculated	30	In writing or electronically
Change the frequency with which interest is debited or credited	30	In writing or electronically
Change to any other term or condition (apart from the introduction or variation of a government charge payable directly or indirectly by you)	No later than day of change	In writing or electronically or in any other way permitted by law

Definitions

access method	a method that we make available to users via Bankwest and Bankwest accepts as authority to act on an instruction given through electronic equipment. A reference to an access method includes a reference to each of its individual components and includes, but is not limited to, a debit card, debit card details, a security token, a secret code or any combination of these. It does not include a method where a manual signature is the principal means of verifying the authority to give the instruction
account	the BWA Cash Management Account or BWA CMA
Account Authority	the account opening documentation completed in respect of an account
Adviser Firm	your adviser firm or stockbroker and its partners, officers, employees, and its nominated agents and service providers, as relevant
Adviser Service Fee	an ongoing fee that will be deducted from your account on a monthly basis and charged as a percentage of your account value
Bankwest	Bankwest, is a division of the product issuer, Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945, Level 11, 300 Murray Street, Perth WA 6000
Bankwest branded nominated account	an account with us, other than a credit card account, which you nominate and which we authorise you access to conduct EFT transactions. If there is more than one account holder and/or more than one authorised signatory to the account, each account holder and each signatory must be authorised to operate the nominated account alone
Bank@Post	an electronic agency banking service offered by certain Post Offices facilitating a variety of EFT transactions and acceptance of cash and/or cheque deposits
biller	an organisation which tells you that you can make bill payments to it through the BPAY [®] scheme
BPAY [®] payment	a payment to a biller through the BPAY [®] scheme
BPAY [®]	BPAY [®] Pty Limited ABN 69 079 137 518, GPO Box 3545, Rhodes NSW 2138. Tel: (02) 9646 9222.
BPAY [®] scheme	a service which allows you to make BPAY [®] payments electronically and receive or access bills electronically via BPAY [®] View
BPAY [®] View [®]	an electronic service offered as part of the BPAY [®] scheme which allows you to view bills from a nominated biller electronically
BSB	Bank, State, Branch number and is a unique identifier used for the purpose of directing payments
BWA CMA account holder	the registered holder of a BWA CMA including successors and assigns
business day	any weekday in Australia other than a national public holiday
Card	a branded card issued by us to enable you to access your nominated accounts
card details	the information printed on a card and includes, but is not limited to, the card number and expiry date
Cardlink Services Ltd	Cardlink Services Ltd ABN 60 003 311 644, Level 4, 3 Rider Boulevard, Rhodes NSW 2138
debit card	a debit card issued by Bankwest for use at EFT terminals to access your BWA CMA
debit card details	the information printed on a debit card and includes, but is not limited to, the debit card number and expiry date
EFT	electronic funds transfer
EFT system	means the system under which EFT transactions and Linked Account Transfers are processed.
EFT terminal	any terminal connected to the electronic banking system and authorised by Bankwest for use with an access method to conduct an EFT transaction, including ATMs and EFTPOS
EFT transaction	an electronic funds transfer from or to your BWA CMA initiated by a user through electronic equipment using an access method
EFTPOS	an electronic funds transfer point of sale terminal
electronic communication	a message we transmit to you and you receive from us electronically, in a form that you can retain for later reference such as printing or by storing for later display or listening
Linked Account	is the account nominated by you in the Linked Account Authority, held in Australia with any financial institution (including us)

4 Other information you need to know

Linked Account Transfer	is an electronic transfer of funds between your account and your Linked Account. If the transfer is debited to your Linked Account, it is subject to the terms of the Direct Debit Request
merchant	a supplier of goods or services who has an EFT terminal
Mobile device	a mobile phone, tablet device or other small screen device which can be used to access the Internet
PAN	a personal access number of up to 10 characters allocated to a user by Bankwest to identify the user for the purposes of Phone Access or Online Access
PIN	the personal identification number we allocate a user for use with a BWA CMA debit card
Regular Payment Arrangement	a recurring payment or an instalment payment between you and a merchant in which you pre-authorise the merchant to bill your card at intervals agreed by you
secret code	individually and collectively a user's PIN, token code, secure code and token PIN
secure code	Individually and collectively a user's PIN, token code, secure code, token PIN, answers to your Secret Questions and SMS Code
security token	if we have provided one to the user, the physical device which generates a token code
Service	Bankwest Online Banking and Phone Banking (including the BPAY [®] scheme), Pay AnyBody, Debit Card
SMS Code	a randomly generated 6 digit code we send by short messaging service (SMS) to your mobile phone for conducting transactions using your card or to perform certain transactions or use certain functions in Bankwest Online Banking
SMS Code Security	the Security Setting where, when requested, you must correctly enter your current SMS Code, in addition to any existing secure code to authenticate you as a user
Third Party	person, company, firm or Adviser Firm appointed by the BWA CMA account holder to have access to their BWA CMA
token code	a random six digit code generated by a security token. The security of a token code is breached if the security token is lost, stolen or allowed to be seen by a person other than the user
token PIN	the four digit code which is chosen by users who have been provided with a security token
unauthorised	without the knowledge or consent of a user
user	a BWA CMA account holder, a BWA CMA account holder's authorised signatory(s) or Power of Attorney, in each case acting alone or authorised to operate the BWA CMA alone
We, us, the Bank or Bankwest	Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124, AFSL/Australian credit licence 234945 and its successors and assigns. Any other grammatical form of the word 'we' has a corresponding meaning
You	the holder of the nominated account and each of you if there is more than one account holder. Any other grammatical form of the word 'you' has a corresponding meaning. For the purposes of complying with the requirements for the SMS Code Security and the Secret Questions Security, where relevant, 'you' also includes any user

Unless otherwise required by the context, a singular word includes the plural and vice versa.

Bankwest contact details:

Visit bankwest.com.au or contact Customer Help Centre on 13 17 19

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