

TERMS AND CONDITIONS

1. Introduction

These terms and conditions apply to our customers who open an Account with us and set out the terms of your contract. By opening an Account with us, you agree to be bound by the terms of this document as well as the Account Authority you signed. It is extremely important that you and the Authorised Persons read this document and supporting documents carefully so that you understand your obligations to us and our obligations to you.

If you disagree with any part of this document, you should refrain from opening an Account with us. We may from time to time amend, update or change these terms and conditions of use.

2. Definitions and interpretation

In this document:

(a) Definitions

"**Access Level**" means the level of access an Authorised Person is permitted to have in respect of operating the Account on CDF Online, as advised to us by you in writing from time to time.

"**Account**" means the transaction account or accounts you have opened with us, as detailed in the Account Authority.

"**Account Authority**" means the form that you completed to open the Account, the details of which may be updated from time to time by you in writing to us.

"**Agreement**" means the contents of the Account Authority and the terms and conditions set out in this document.

"**Authorised Person**" means the person nominated by you that is authorised to conduct Authorised Tasks as advised to us by you in writing from time to time, and includes a person authorised to conduct Authorised Tasks temporarily or within a nominated period.

"**Authorised Online User**" means an Authorised Person permitted to view and/or manage the Account on CDF Online in accordance with their Access Level as advised by you from time to time.

"**Authorised Task**" means the particular online and/or offline tasks that an Authorised Person is permitted to undertake on your behalf as detailed in the Account Authority or as otherwise advised to us by you in writing from time to time.

"**BPAY**" means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables consumers to effect bill payments to billers who participate in BPAY, via Internet access or any other access method as approved by Payer Institutions from time to time.

"**BPAY Payment**" means an electronic payment transacted using the BPAY service.

"**BPAY Pty Ltd**" means BPAY Pty Limited ABN 69 079 137 518

"**BPAY Scheme**" means BPAY Payments and any other enhancement of or addition to it introduced by BPAY.

"**BPAY Terms and Conditions**" means the terms and conditions setting out your rights and responsibilities as a Payer and the CDF as a Payer Institution with respect to access to and usage of the BPAY Scheme as varied from time to time, in the form of the document annexed and marked with the letter "A".

"**Business Day**" means a day that is not a weekend or a recognised public holiday or bank holiday in Sydney.

"**CBA**" means the Commonwealth Bank of Australia ABN 48 123 123 124.

"**CDF**", "**we**", "**us**" and "**our**" refer to The Trustees of the Roman Catholic Church for the Archdiocese of Sydney as trustee for Catholic Development Fund, Archdiocese of Sydney ACN ABN 73 866 037 848, and/or The Trustees of the Roman Catholic Church for the Diocese of Broken Bay as trustee for The Catholic Development Fund Diocese of Broken Bay ABN 99 046 146 239.

"**CDF Online**" means the CDF's internet account access portal.

"**Payer**" means any person or organisation who makes BPAY Payments.

"**Payer Direction**" means a direction from a Payer to their Payer Institution to effect a Payment to a biller through BPAY Payments.

"**Payer Institution**" means a financial institution or a PIM participating in the BPAY Scheme with whom a Payer has an account facility from which payments can be made and who receives a Payer Direction from that Payer.

"**Payment**" means a payment made, or to be made, by or on behalf of a Payer to a biller through BPAY Payments.

"**PIM**" means a Participant Institution Member within the BPAY Scheme, being an institution which does not do transactional banking as part of its core business and which requires a representative authorised deposit-taking institution as defined in the *Banking Act 1959* (Cth) to sponsor its participation in the BPAY Scheme and settle BPAY transactions with BPAY Pty Ltd.

"**you**" and "**your**" refer to the account holder named in the Account Authority, and where there is more than one account holder, each and every one of the account holders named in the Account Authority.

(b) Interpretation:

- (i) words importing the singular include the plural and vice versa;
- (ii) headings are for convenience only and do not affect interpretation of this document;

- (iii) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph or schedule of or annexure to this document;
- (iv) a reference to "\$" is to Australian dollars;
- (v) an expression importing a natural person includes a body corporate, partnership, joint venture or association;
- (vi) a reference to a statute or regulation includes all amendments, consolidations or replacements thereof;
- (vii) a reference to a party to a document includes that party's successors and permitted assigns;
- (viii) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document;
- (ix) a covenant, agreement, representation or warranty on the part of or in favour of two or more persons binds them or is for the benefit of jointly and severally;
- (x) if an event must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day; and
- (xi) a reference to a body, whether statutory or not:
 - A. which ceases to exist; or
 - B. whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

3. Accounts and eligibility

- (a) The CDF offers 4 types of account products:
 - (i) General operating accounts;
 - (ii) Cash management accounts;
 - (iii) Term deposit accounts; and
 - (iv) Loans and Overdraft Accounts (the terms & conditions relating to Loans and Overdrafts are not dealt with in this document).
- (b) The accounts offered by us are debentures. We undertake to repay such monies and interest held on deposit in your Account to you or to pay or reinvest such monies as directed by you, pursuant to the terms of the Account Authority and this document.
- (c) The CDF is a "wholesale charitable investment fundraiser" for the purposes of the *ASIC Corporation (Charitable Investment Fundraising) Instrument 2016/813*. By law, we can only offer Accounts to certain persons and

organisations, such as Catholic schools, Parishes, Congregations and Priests. More information can be obtained from us about eligibility.

4. Opening and closing accounts

- (a) When you open an Account with us you must provide us with a fully completed and signed Account Authority form. We will rely on the written instructions you give us in accordance with the Account Authority.
- (b) By providing us with a completed Account Authority, you declare and represent to us that all the information contained within the form is true, accurate and correct.
- (c) All prior Accounts created pursuant to earlier Account Authorities will be cancelled upon the opening of a replacement Account except in regards to cheques and other instruments signed or authorised by one or more Authorised Persons prior to the date hereof and presented for payment on or after such date.
- (d) We will continue to act upon the Account Authority until you remove or vary Authorised Persons or cancel the authority. If you would like to make any variations you must advise us in writing so that we can vary or cancel the Account Authority. We will honour for payment all cheques and other instruments, dated prior to and presented for payment after the receipt of such notice in writing.

5. Authorised Persons

- (a) The Authorised Person(s) identified in the Account Authority will be able to carry out the Authorised Tasks in respect of your Account on and from the date that the Account is created.
- (b) You may notify us in writing from time to time of other persons that you wish to nominate to be Authorised Persons and the Authorised Tasks that they are authorised to access or manage your Account. We may require that your notification to us be in a form prepared by us, containing all the information we require to process the authorisation (including collecting identification documents from the person) and be validly executed before we can accept the notification from you.
- (c) We may not be able to add a person as an Authorised Person if you do not provide us with sufficient details to enable us to securely grant access to that person (for example, necessary identification documentation).
- (d) For security reasons we require that Authorised Persons disclose all names by which they are commonly known and must not use any false names.
- (e) Authorised Persons that are granted access to your Account will be in accordance with your written directions to what Authorised Tasks that person is permitted to perform in respect of the Account (whether indefinitely or on a temporary basis). An Authorised Person may be able to, on your behalf, do some or all of the things that you would be able to do in relation to your Account, including but not limited to the following:
 - (i) operate/transact on the Account;

- (ii) place money on term deposit for any term and to withdraw on maturity or by arrangement with us prior to maturity any such monies held on term deposit and give valid discharges for interest paid and principal repaid;
 - (iii) obtain cheque books/cheque forms and issue cheques upon the Account;
 - (iv) endorsement of any cheques or security is subject to approval by the CDF;
 - (v) give and cancel authorities in our usual form for periodical payments from such account(s);
 - (vi) instruct us as to the disbursement of any loan facilities which may be provided by us to you;
 - (vii) make arrangements with us for the issue of encashment authorities, documentary credits, authorities to negotiate and all matters incidental hereto;
 - (viii) make application for authority to buy or sell foreign currency (being any currency other than Australian) in such form or forms and subject to such conditions or agreements as may be required by us or the law and to complete, amend or cancel any such application or any condition or agreement relative thereto;
 - (ix) make arrangements with us for the provision of available third party facilities or services;
 - (x) change the mailing address of the Account; or
 - (xi) open new account(s) with us on your behalf by mutual agreement.
- (f) If you do not advise us in writing of any limitations to what an Authorised Person may do in respect of your Account (including what Access Levels they have in respect of the Account on CDF Online), we will presume that the Authorised Person will be able to, on your behalf, do all of the things that you would be able to do in relation to your Account, including having full access to the Account on CDF Online, as well as any of the actions described above.
- (g) Acts carried out by Authorised Persons on your behalf are binding upon you. You must ensure that Authorised Persons understand the terms and conditions of the Agreement when they do anything directly or indirectly related to your Account.
- (h) We will assume that Authorised Persons have been duly given authority for cheques payable to you and lodged for collection and credit of proceeds to your Account to be solely endorsed by any one of the Authorised Persons, unless you advise us in writing otherwise.
- (i) We will continue to take instructions from, follow the instructions of and deal with Authorised Persons in respect of the Authorised Tasks they are permitted to carry out unless you notify us in writing of any change to the authority of an Authorised Person (including revocation of all or part of their authority to deal with the Account). We may require that your notification to us be in a form prepared by us, containing all the information we require to process your

directions and be validly executed before we can accept the notification from you.

- (j) Upon us receiving written instructions from you revoking an Authorised Person's right to deal with the Account we will cease to accept any further directions from that person in respect of the Account, except in regards to cheques and other instruments signed or authorised by the person as an Authorised Person prior to the date hereof and presented for payment on or after such date.

6. Use of your Account

- (a) You authorise us to accept and act on any instructions which appears to be made, sent or authorised by you or an Authorised Person in person, or electronic/email attachment, after we have taken reasonable steps to satisfy ourselves that the instruction appears to have been given in accordance with the Account Authority (even if it is later determined that the instructions were in fact fraudulent or unauthorised).
- (b) We may decide to not act on instructions we receive for any reason, such as if the instructions were unclear or if we suspect they were sent fraudulently. We will notify you of such refusal.
- (c) You should check vouchers, receipts and transaction records you receive from third party providers against the transaction on your Account statement. Offline transactions processed by a third party may not appear on your Account statement with the same date as the date you made the transaction. It is your responsibility to ensure there are sufficient funds in the Account when this transaction is processed by us. Your transactions can be checked online through CDF Online.
- (d) You may only use your Account for lawful purposes. We may block the transfer of funds from your Account if we have reason to believe that the transfer is used to pay for products or services that are illegal, contain offensive material or pose a risk to either systems or the integrity of transactions or information.
- (e) You must always ensure that you use the Account, including any services or facilities provided by us or a third party, in a way that does not facilitate fraud. If you have any doubts or queries about using any aspect of your Account, please contact us.
- (f) The CDF reserves the right to offset overdrawn accounts with funds available from other accounts of the same entity.

7. Accounts in joint names

- (a) Operation of accounts opened in one or more names is governed by the Account Authority and this document.
- (b) We are not obliged to enquire into the circumstances of any instructions provided to us by a party to the Account or an Authorised Person may give in relation to the conduct of the Account.
- (c) We are authorised to accept for credit of your joint account, any cheque, bill of exchange, promissory note or other instrument payable to one or more of you.
- (d) If we allow overdrawing, each of you will be liable to us jointly and severally.

8. Deposits and withdrawals

- (a) You can deposit funds or withdraw/transfer funds out of your Account by:
 - (i) contacting us with details relating to the deposit or withdraw or transfer of funds in your Account; or
 - (ii) arranging for the funds to be deposited to or transferred from your Account through CDF Online or request payment by cheque. Please see **clause 10** below for our terms and conditions regarding cheques.
- (b) Transactions can be made on a one-off basis or you can establish a regular payment arrangement to deposit money into or transfer money out of your Account.
- (c) Proceeds of cheques and other payment instruments, or funds transferred by direct debit or EFT payment, are subject to clearance. You cannot withdraw uncleared funds which are deposited through cheques and other payment instruments or credit transfers. If we let you withdraw uncleared funds and they are later dishonoured, then we will treat any overdrawn amount as an advance to you and you will owe us a debt of that amount.
- (d) You do not need to provide us with notice if you wish to withdraw funds from your Account if it is a general account or a cash management account.
- (e) If your Account is a term deposit account, the following will apply:
 - (i) prior to maturity of your term deposit, we will send you a notice to let you know that you can either renew your term deposit for another fixed term or withdraw all or part of your deposit to be paid to a nominated account on maturity;
 - (ii) if we do not hear from you before the maturity date, you agree that we may, at our discretion, either:
 - A. transfer your funds to a general account using your details supplied in the Account Authority until we receive instructions from you, or
 - B. renew your term deposit for the same fixed term as before;
 - (iii) you may request that we repay the funds held in your Account before its maturity where the request is to alleviate financial hardship that you are suffering. Unless you can demonstrate to our satisfaction that you are suffering financial hardship, withdrawal requests prior to maturity will not be granted. The CDF reserves the right for recovery of any costs associated with any prepayment of funds.

9. Third party services and facilities

- (a) Certain services and facilities provided by third parties may be available to you on the terms and conditions set out in the Agreement, including:
 - (i) the following, which are provided through CBA:
 - A. Electronic Funds Transfer (EFT) Payments;

- B. Bank guarantees;
- C. Corporate card facilities;
- D. Encashment authorities;
- E. Transaction negotiation authorities;
- F. Direct debit user Sponsorship;
- G. Merchant facilities;
- H. bank cheques;
- I. Foreign cheque negotiation;
- J. Foreign currency;
- K. International money transfers;
- L. Real Time Gross Settlement (RTGS) payments;
- M. BPAY Sub Biller sponsorship;

(Collectively "**CBA-provided Facilities**") or

(ii) the following, which are provided by third parties:

- A. Cheque and deposit books ordering;
- B. BPAY Payer participation.

(b) Some of the abovementioned services and facilities, such as EFT payments and BPAY Payments, are available to you automatically online through CDF Online. Some others are available only upon request or after an approval process. We may, at our absolute discretion, refuse to provide a particular service or facility requested by you, for example, if you provide us with insufficient or inadequate information or documentation to enable us to provide a service or facility.

(c) You acknowledge and agree that your personal information, information about the Account and/or personal information of one or more Authorised Person may be disclosed to and used by CBA, BPAY Pty Ltd or a third party provider should a relevant third party service or facility be used by you. The disclosure and use of such personal information will be in accordance with CDF's privacy policy, a copy of which can be found on CDF website or by contacting us. The handling of such information will also be subject to the privacy policy of the relevant recipient (CBA, BPAY Pty Ltd and/or relevant third party provider) of such information.

CBA-provided Facilities

(d) You acknowledge and agree that the CBA-provided Facilities are services provided by CBA through the CDF. We will not be liable to you for any delays or errors that arise outside our control, for example, a delay or error caused by CBA not processing a payment correctly or within the usual timeframe or delays caused by funds being held by CBA for security reasons.

- (e) You acknowledge and agree that use of any CBA-provided Facility may be subject to additional terms and conditions relevant to that particular service or facility. We will bring to your attention any such terms and conditions prior to provision of a CBA-provided Facility requested by you.
- (f) You acknowledge and agree that some CBA-provided Facilities may only be processed at a CBA branch, for example, cheque encashment facilities.

BPAY

- (g) You acknowledge and agree that as a registered user of CDF Online, you will be able to initiate BPAY Payments using the Access Method as defined in the BPAY Terms and Conditions and in the manner set out in the BPAY Terms and Conditions.
- (h) You acknowledge that by opening an Account with us, you have read and accepted to be bound by the provisions of the BPAY Terms and Conditions.

10. Cheques

Given the more secure means of payment available to our clients, we would generally discourage the use of cheques. Since 1 August 2011 CDF has not been responsible from any losses on fraudulently negotiated cheques. It has and will continue to be the responsibility of the client.

- (a) You must only use the cheques that we supply.
- (b) We may at our discretion require you to lodge a minimum opening balance or have a minimum balance before the cheque facility is provided.
- (c) You must notify us as soon as possible where you have (or ought to have had) reason to believe that your cheque book or a cheque form has been lost, stolen, forged or misused.
- (d) We will not be liable to you for accepting or paying a cheque which was signed by an Authorised Person authorised to sign on your Account, even if this was a result of any person acting in a fraudulent manner.
- (e) You authorise us to pay a cheque drawn on your account even though it is a stale cheque within the meaning of the *Cheques Act 1986*, being a cheque that is dated more than 15 months earlier.
- (f) You authorise us to pay a post-dated cheque (one which is dated with a future date) drawn on your Account and presented for payment at any time before the date of the cheque arrives.
- (g) If you deposit or request us to cash a cheque which is payable to someone else or it appears to us to belong to someone else, we may, at our discretion, refuse to accept that cheque for deposit or refuse to cash it.
- (h) If you want to stop payment on a cheque you should immediately telephone us on (02) 9390 5200 between 8:30 am and 5pm Monday to Friday. We will need a follow up signed request in writing including the date of the cheque, the amount, the payee and the cheque number. A stop payment fee may apply.
- (i) If you deposit a cheque to your Account it will generally be cleared in about 3 Business Days, although it may take longer to clear individual cheques. If you

need to draw against the funds urgently, the responsibility for requesting a special clearance through the receiving bank branch is with the client.

- (j) You hereby release us from all liability whatsoever arising out of the dishonour of any cheque(s) drawn on the Account and hereby indemnify and agree to keep us indemnified against all claims that may be made or brought by any person or body arising from such action.

11. CDF Online

- (a) All Accounts can be accessed via CDF Online.
- (b) When you complete an Account Authority, you must advise us of the Access Level required for each Authorised Online User requiring CDF Online Access to the Account. Those persons will be granted access to the Account via CDF Online in accordance with their Access Level.
- (c) You may from time to time instruct us in writing to vary the Access Level for an Authorised Online User, revoke access for an Authorised Online User or add a new person as Authorised Online User.
- (d) You authorise us to allow each Authorised Online User to access the Account on CDF Online in accordance with their Access Level as instructed by you and to give each Authorised Online User their own username and password.
- (e) Access to the Account via CDF Online may be terminated by you at any time by giving notice to us in writing. If access to CDF Online is terminated, you acknowledge and agree that we may no longer be able to provide some services or facilities to you (for example, EFT payments).
- (f) You agree to indemnify us and take full responsibility for all value and non-value transactions through CDF Online that use a correct username and password assigned to an Authorised Online User from time to time.
- (g) Authorised Online Users are issued with a username and password only after your authorisation has been received. The first time a user logs on to CDF Online with a new or replacement Password they will be automatically prompted to change their Password.
- (h) We may permanently or temporarily terminate or suspend access to CDF Online by an Authorised Online User for any reason, for example, if we suspect fraudulent activity taking place in respect of the Account.
- (i) Access to CDF Online will be automatically blocked if there are 3 successive unsuccessful login attempts during a 24 hour period (from midnight daily). Access may only be restored through the CDF who will restore access after ascertaining the identity of the relevant Authorised Online User.
- (j) You must ensure that Authorised Online Users are aware of what they are permitted to do in accordance with their Access Level and that they comply with the terms and conditions in relation to the use of CDF Online as set out in this Agreement.
- (k) You acknowledge and accept that we cannot verify by way of signature comparison whether CDF Online access was valid and accepts that the use of the correct username and password is the equivalent of a signature.

- (l) All Authorised Online Users will be permitted to transfer funds within Accounts in your name with the CDF or to other clients' accounts with the CDF but are unable to transfer funds to external financial institutions or other Catholic development funds unless their Access Level allows them to do so.
- (m) We retain a record of all communication sent through CDF Online. All transactions processed through CDF Online are processed with normal "batch" transactions and will show on CDF hard copy reports.
- (n) Credit external payments will be subject to a daily limit which must be authorised by you.
- (o) Direct Debiting of external accounts is subject to sponsorship into the Bulk Electronic Clearing System (BECS). External accounts may need to be pre-nominated.
- (p) You must ensure that all Authorised Online Users exercise reasonable precautions when using CDF Online, and in particular, must:
 - (i) keep log-on names and passwords secret and secure;
 - (ii) never leave a computer unattended while logged on to CDF Online;
 - (iii) not use date of birth, telephone number, address, name or names of friends, relatives or associates in a password;
 - (iv) change the password regularly, at least monthly is recommended;
 - (v) always exit CDF Online when finished;
 - (vi) use a reputable internet provider;
 - (vii) always use the latest available virus scanning software or virus signature file;
 - (viii) keep complete and accurate records of daily transactions initiated through CDF Online;
 - (ix) immediately advise us if they become aware of or suspect there has been or may be unauthorised access to the Account by a third party; and
 - (x) we exclude all liability for any loss you suffer because our internet banking services are not available, including but not limited to systems malfunction or failure of telephone lines, telephones and/or telephone exchanges.

12. Dormant Accounts

- (a) "Dormant Accounts" are deemed by us to be either:
 - (i) accounts which you have not operated on for a period greater than 2 years, or
 - (ii) accounts which you have not operated on for a 12 month period with a zero balance on the account.

- (b) We are obligated to remit any unclaimed monies for a dormant account which has been inactive for a period of 6 years to the relevant government agency.
- (c) Interest may not be paid on dormant accounts.
- (d) We will periodically contact potential dormant account holders to confirm account status and advise Dormant Account and Unclaimed Monies Policy implications.
- (e) Accounts identified as dormant with balances less than \$20 will be closed by us.
- (f) Accounts identified as dormant with balances of \$20 or greater, will be marked as dormant until the account is either classified as unclaimed monies or the account reaches a nil balance, at which point the account will be closed by us.
- (g) If you approach us after your account has been identified as dormant and prior to unclaimed monies being remitted to the relevant government agency, we will pay you the balance of your account.

13. Interest earned

- (a) If your Account has a credit balance, we may pay interest. The amount and type we pay depends on the type of Account you have.
- (b) Interest rates are variable and we may change them from time to time, at any time. The latest interest rates are published on the CDF website and can also be obtained by contacting us.
- (c) For all non-term deposit Accounts, interest is calculated on a daily balance and credited quarterly at the end of March, June, September and December each year and when the Account is closed.
- (d) For term deposit Accounts, interest is calculated on a daily balance and credited on maturity.
- (e) You do not have to provide us your Tax File Number (TFN) or Australian Business Number (ABN) for your Account. However, we may deduct tax from the interest earned on your Account if:
 - (i) You have not provided us with your TFB/ABN;
 - (ii) You have not provided us with your TFN exemption; or
 - (iii) You are a non-resident.

14. Fees

- (a) We do not charge fees for servicing your Account, issuing or depositing cheques or depositing funds into your Account, unless otherwise disclosed in this document.
- (b) We will pass onto you the following fees and charges:
 - (i) those charged by third parties, such as fees charged by the CBA for a CBA-provided Facility or Micro encoded forms (e.g. cheques/deposits); and

- (ii) any government taxes, duties and charges that accrue from time to time in connection with your Account.

Such fees will be charged to you and deducted from the balance in your Account.

15. Liability

- (a) We are not obliged or required to enquire into the circumstances of any instructions given in accordance with the Account Authority by an Authorised Person or, in the case of a joint Account with more than one account holder, any one account holder. We are released from all liability for any loss or damage suffered by you as a result of us acting in accordance with the Account Authority and instructions from Authorised Persons or a holder of the Account.
- (b) We are not liable for any consequential loss or damage you suffer as a result of using our services and facilities or services and facilities provided by third parties that we have made available to you.
- (c) We will not be liable to you for delays or errors in the execution of any transaction or instruction due to the failure or malfunction of any aspect of the communication network, or any circumstance beyond our control.
- (d) You are liable for any losses that are caused by you or an Authorised Person, including transactions made:
 - (i) by mistake and in error;
 - (ii) by you or with your knowledge and consent; or
 - (iii) by an Authorised Person carrying out an Authorised Task (including accessing the Account via CDF Online), unless you have told us to previously cancel that person's access.
- (e) This **clause 15** does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or codes would make any part of this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, that part of the clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or if necessary, omitted.

16. Your privacy

- (a) We take your privacy and personal information seriously. More information about how we handle personal information is available in our Privacy Policy on the CDF website or by contacting us.
- (b) You are responsible for bringing our Privacy Policy to the attention of Authorised Persons.
- (c) The terms of the Privacy Policy are hereby incorporated by reference into the Agreement.

17. Other provisions

- (a) We may modify these terms and conditions at any time, and such modifications shall be effective immediately upon the modified terms and conditions being publicly available on CDF Online. The Agreement is considered renewed every time such changes occur and your continued access or use of CDF Online and/or your Account shall be deemed your conclusive acceptance of the modified Agreement.
- (b) We will publish revised terms & conditions on the CDF website before the effective change of any part of these Terms and Conditions if any change to this document or your Account will:
 - (i) introduce a new fee or charge;
 - (ii) increase your liability for losses; or
 - (iii) make any changes to your Account in respect of which the law requires that notice be given to you.
- (c) If any clause or part of a clause of this document is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause will be deemed to be severed from this document and of no force and effect but all other clauses and parts of clauses of this document will nevertheless prevail and remain in full force and effect and be valid and fully enforceable.
- (d) The Agreement is governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.
- (e) The failure of either party at any time to enforce any of the provisions of this document or any rights in respect hereto or to exercise any election herein provided will not be a waiver of such provisions, rights or elections or affect the validity of this document.

18. How current are these Terms and Conditions?

This Agreement was last updated on 01 February 2021.

19. Contact Us

If you have any queries or comments concerning any aspect of this document or our practices, you are welcome to contact us by emailing enquiries@sydneycdf.org.au.

BPAY Terms and Conditions

These Terms and Conditions set out the rights and responsibilities of you, the “Payer” and CDFSYSYD, the “Payer Institution” and CDFBB with respect to access to and usage of the BPAY Scheme.

If you are registered with us to use CDF Online and you access BPAY, then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions will apply to every BPAY payment on your Account and you will be legally bound by them.

These Terms and Conditions should be read in conjunction with any terms and conditions that apply to your Account.

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1. Definitions and Interpretation

Access Method means the entry of client login details together with your access password or any method authorised by us from time-to-time for your use and accepted by us as authority to make a BPAY Payment and to access your Account.

Account means any of your accounts held with CDFSYSYD or with CDFBFB which we agree you may access for the purpose of effecting BPAY Payments.

ASIC means the Australian Securities and Investments Commission.

Banking Business Day means any day on which banks in Sydney are able to effect settlement through the Reserve Bank of Australia.

Biller means any organisation who tells you that you can make payments to them through the BPAY Scheme.

BPAY means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY, via Internet access or any other Access Method as approved by us from time to time.

BPAY Payment means an electronic payment transacted using the BPAY service.

BPAY Pty Ltd means BPAY Pty Limited ABN 69 079 137 518

BPAY Scheme means BPAY Payments and any other enhancement of or addition to it introduced by BPAY.

CDFSYSYD means Catholic Development Fund, Archdiocese of Sydney of Level 15, Polding Centre, 133 Liverpool Street, Sydney NSW 2000.

CDFBFB means Catholic Development Fund, Diocese of Broken Bay of Level 15, Polding Centre, 133 Liverpool Street, Sydney NSW 2000.

CDF Online means the CDFSYSYD and CDFBFB's internet based electronic funds transfer service.

Payment Cut-off Time means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY.

PIM means a Participant Institution Member within the BPAY Scheme, being an institution which does not do transactional banking as part of its core business and which requires a representative authorised deposit-taking institution as defined in the *Banking Act 1959* (Cth) to sponsor its participation in the BPAY Scheme and settle BPAY transactions with BPAY Pty Ltd.

We means the CDFSYSYD and CDFBFB.

In addition, references to:

- (i) "we", "us" or "our" are references to us, through which you have elected to gain access to BPAY and "you" or "your" are references to you, the account holder in respect of the account from which you instruct us to make BPAY Payments;
- (ii) words importing the singular include the plural and vice versa.

2. ePayments Code

- 2.1 CDFSYSYD warrant that it subscribes to the ePayments Code administered by ASIC, on behalf of CDFSYSYD and CDFBB, and that we will comply with the ePayments Code where that Code applies.

3. Our Role in the BPAY Scheme

- 3.1 CDFSYSYD is a PIM sponsored by the Commonwealth Bank of Australia thereby allowing it to act as a Payer Institution in the BPAY Scheme, on behalf of CDFSYSYD and CDFBB. We will tell you if we are no longer a PIM or a member of the BPAY Scheme.

4. How to use the BPAY Scheme

- 4.1 You can recognise bills you may pay through the BPAY Scheme as they display the BPAY logo and the Biller reference details.

- 4.2 The information you must give us to instruct us to make the BPAY Payment is:

- (a) Biller code;
- (b) Biller customer reference number;
- (c) amount you want to pay; and
- (d) the Account from which you want us to make the payment.

We will then debit your Account with the amount of that BPAY Payment.

- 4.3 You acknowledge that we shall not be obliged to effect the BPAY Payment if you do not give us all of the above information, if any of the information you give us is inaccurate, or if there are insufficient cleared funds in your Account.

- 4.4 You can only initiate BPAY Payments via CDF online.

- 4.5 You can process a one-off payment to a Biller organisation, or you can set up a regular periodic payment for a specified amount if CDF Online permits the establishment of regular periodic payment transactions of this type.

5. Processing of BPAY Payments

- 5.1 A BPAY Payment instruction is irrevocable. As such, you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.

- 5.2 We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.

- 5.3 You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.

- 5.4 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that:

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or

- (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to the Biller and the amount you needed to pay.

5.5 If we are advised that your payment cannot be processed by a Biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY Payment; and
- (c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

5.6 You must ensure that your Account has sufficient funds to enable the transaction to be performed by us.

6. Timing of payments

6.1 Subject to us processing your BPAY Payment instruction, a BPAY Payment is treated as received by the Biller to whom it is directed on the day you direct us to make it, if we receive your direction by the Payment Cut-off Time on a Banking Business Day and otherwise on the next Banking Business Day after you direct us to make it.

6.2 Notwithstanding this, a delay may occur in processing a BPAY Payment if:

- (a) there is a public or bank holiday on the day after you instruct us to make the BPAY Payment; or
- (b) you tell us to make a BPAY Payment on a day which is not a Banking Business Day; or
- (c) you tell us to make a BPAY Payment after the Payment Cut-off Time on a Banking Business Day; or
- (d) a Biller or another financial institution participating in BPAY, does not comply with its BPAY obligations.

6.3 While it is expected that any delay in processing a BPAY Payment for any reason set out above will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

7. Account records

7.1 You should check your account records carefully and promptly report to us as soon as you become aware of any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

7.2 It is recommended that you record all receipt numbers issued in respect of BPAY Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

8. Transaction authorisation

- 8.1 We will treat an instruction to make a BPAY Payment as valid in circumstances where your client login details and the correct access password have been entered.
- 8.2 You must not disclose your client login details or access password to anyone. You must tell us immediately if you believe that any unauthorised person is using your client login details and access password to initiate transactions on your Account.
- 8.3 You must take care to protect the confidentiality of your client login details and access password because anyone who knows it may be able to make transactions on your nominated account.
- 8.4 When you register to use CDF online we will give you client login details and an access password. We recommend that the first time you use the service you take the option to change your access password to something that you can remember easily but could not be guessed by anyone else.
- 8.5 To protect the confidentiality of your access password, you should:
- (a) memorise your access password;
 - (b) not divulge your access password to anyone including family or friends; and
 - (c) not keep a record of your access password with any documents bearing your client login details (including statements etc).
- 8.6 Acceptance of these Terms and Conditions means that you acknowledge that we are entitled to allow access to CDF online to any person providing your client login details and access password.

9. Refusing BPAY payment directions

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

10. Liability for mistakes and unauthorised transactions

- 10.1 We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must tell us promptly if:
- (a) you become aware of any delays or mistakes in processing your BPAY Payments;
 - (b) you did not authorise a BPAY Payment that has been made from your Account; or
 - (c) you think that you have been fraudulently induced to make a BPAY Payment.
- 10.2 We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in the following paragraphs. However, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

- 10.3 If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions, and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so, the amount of that payment from the person who received it, you must pay us that amount.
- 10.4 If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (a) we cannot recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it; and
 - (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.
- 10.5 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud induced payment. However, if the person does not refund you the amount of the fraud induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud induced payment.
- 10.6 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 these BPAY Terms and Conditions or acted negligently or fraudulently under this Agreement.
- 10.7 If you notify us that a BPAY Payment made from your account is unauthorised, you must provide us with written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.
- 10.8 Notwithstanding any of the above provisions, your liability will not exceed your liability under the ePayments Code.

11. Malfunction of BPAY

In the event that there is a breakdown or interruption to any BPAY system we will only be responsible for correcting errors in your Account and refunding any fees or charges imposed on you as a result.

12. Consequential damage

- 12.1 We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.
- 12.2 We exclude all liability for any loss you suffer because our Internet banking services are not available, including but not limited to systems malfunction or failure of telephone lines, telephones and/or telephone exchanges.

- 12.3 We will not be liable to you for delays or errors in the execution of any transaction or instruction due to the failure or malfunction of any aspect of the communication network, or any circumstance beyond our reasonable control.
- 12.4 This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or if necessary, omitted.

13. Complaint handling and dispute resolution

- 13.1 All BPAY payments and applicable fees will be recorded on the account statements of the Accounts to which they are debited.
- 13.2 You should check all entries on your account statements carefully. If you believe a BPAY Payment entered on your statement is wrong or is not authorised by you, contact us immediately and give the following details:
- (a) your name, Account number and card number (if any);
 - (b) the date and amount of the BPAY Payment in question;
 - (c) the date of the account statement in which the payment in question first appeared; and
 - (d) a brief and clear explanation of why you believe the payment is unauthorised or in error.
- 13.3 If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.
- 13.4 Within 21 days of receipt from you of the details of your complaint, we will:
- (a) complete our investigation and advise you in writing of the results of our investigation; or
 - (b) advise you in writing that we require further time to complete our investigation.
- 13.5 We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances, we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 13.6 When we complete our investigation, we will contact you and advise you of the outcome. If your complaint is not satisfied to your complete satisfaction within 5 business days, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these Terms and Conditions and the ePayments Code.
- 13.7 If we decide that you are liable for part or all of a loss arising out of an unauthorised BPAY Payment, we will:
- (a) give you copies of any documents or other evidence we relied upon in reaching this decision; and

- (b) advise you in writing whether or not there was any system malfunction at the time of the payment complained of.
- 13.8 If you are not satisfied with our decision, you may request that the decision be reviewed by our General Manager.
- 13.9 If we find that an error was made, we will make the appropriate adjustments to your affected Account, including interest and charges (if any) and we will advise you in writing of the amount of the adjustment.
- 13.10 If we fail to observe these procedures or the requirements of the ePayments code when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the disputed payment.

14. Suspension and cancellation of BPAY access

- 14.1 You may cancel your access to BPAY at any time by giving us written notice.
- 14.2 We may suspend or cancel your right to participate in the BPAY Scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.
- 14.3 We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these Terms and Conditions or the terms and conditions of your Account.
- 14.4 We may cancel your access to BPAY for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.
- 14.5 If despite the cancellation of your access to BPAY you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.
- 14.6 Your access to BPAY will be terminated when:
 - (a) we notify you that your Access Method or the Account with us has been cancelled;
 - (b) you close the last of your Accounts with us which has BPAY access;
 - (c) you cease to be a CDF customer; or
 - (d) you alter the authorities governing the use of your Account with BPAY access unless we agree otherwise.

15. Changes to BPAY Terms and Conditions

- 15.1 We may change these Terms and Conditions and BPAY fees and charges from time to time.
- 15.2 We will notify you in writing at least 30 days before the effective date of change if the change to the Terms and Conditions will:
 - (a) introduce a new fee or charge; or
 - (b) vary the method by which interest is calculated or the frequency with which it is debited or credited.

- 15.3 We will notify you in writing at least 20 days before the effective date of change or such other longer period as may be required by law if the changes to the Terms and Conditions will:
- (a) increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
 - (b) increase your liability for losses;
 - (c) impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY; or
 - (d) make any changes to your Account in respect of which the law requires that notice be given to you.
- 15.4 We will notify you of any other changes to these Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law by:
- (a) notices on or with periodic account statements;
 - (b) direct written notice to you; or
 - (c) notifying you of those changes on our website.
- 15.5 If the rules and regulations of BPAY Pty Ltd require that these Terms and Conditions be changed in any way at any time, including without prior or formal notice to you, then we will have the right to change these Terms and Conditions accordingly.

16. Privacy

- 16.1 We collect personal information about you for the purposes of providing our products and services to you and for processing your BPAY Payments.
- 16.2 If you register to use BPAY, we may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions including:
- (a) Billers nominated by you;
 - (b) BPAY Pty Ltd and any agent appointed to it from time to time including Cardlink Services Limited which provides the electronic systems to implement BPAY.
- 16.3 You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties mentioned above.
- 16.4 You may have access to the personal information we hold about you at any time by asking us or to any of the personal information held by any of the parties referred to above by contacting them directly.
- 16.5 If your personal information is not disclosed to BPAY Pty Ltd or its agents, it will not be possible to process your BPAY Payment.