PRODUCTS & SERVICES
TERMS AND CONDITIONS

THE BANKWAW PRODUCTS & SERVICES TERMS AND CONDITIONS CONSISTS OF:

- **BANKWAW PRODUCTS AND SERVICES TERMS AND CONDITIONS BOOKLET;**
- **BANKWAW CREDIT UNION FEES AND CHARGES SCHEDULE;**
- **BANKWAW CREDIT UNION SAVINGS AND INVESTMENT RATES SCHEDULES;**
- **BANKWAW CREDIT UNION DISCONTINUED ACCOUNTS FEATURES, FEES AND CHARGES SCHEDULE.**

THE BANKWAW PRODUCT & SERVICES TERMS AND CONDITIONS SHOULD BE READ IN CONJUNCTION WITH THE BANKWAW FINANCIAL SERVICES GUIDE.

WAW Credit Union Co-Operative Ltd.
ABN 48 087 651 787
Australian Financial Service Licence 247298
Australian Credit Licence 247298
BankWAW is the registered business name held by WAW Credit Union Co-operative Ltd.

Version 62 - dated 05 November 2026
replaces Version 61 - dated 05 October 2026

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Introduction

- BankWAW is a mutually-owned financial organisation and has been operating since 1956 in the region of North-East Victoria and Southern New South Wales.
- BankWAW operates as an authorised deposit-taking institution under the Prudential Standards and regulatory controls of the Australian Prudential Regulation Authority (APRA). BankWAW is regulated under the same controls as the banks so you can feel secure when banking with BankWAW.
- BankWAW is licensed by the Australian Securities and Investment Commission (ASIC) to deal with and provide advice about deposit products, non-cash payments, general insurance and consumer credit insurance, and to undertake credit lending activities under the National Credit Code.
- This brochure contains the Terms & Conditions and General Information applicable to the Deposit Accounts and financial services available from WAW Credit Union Co-operative Limited. Accounts are available for personal, community and business customers.
- The Terms & Conditions apply to any account of yours and any payment service provided by us to you but will not apply if the account or payment service involves the Credit Union agreeing to provide credit to you, unless the terms and conditions of the credit facility state that they apply.
- You should read this brochure very carefully and any other terms and conditions which apply.
- We will act consistently with the Customer Owned Banking Code of Practice and comply with the ePayment Code of Conduct.

Customer Owned Banking Code of Practice

The Customer Owned Banking Code of Practice (the 'Code') is the industry code of the association of credit unions and mutual building societies. Credit Unions and mutual building societies already comply with a range of regulatory requirements; this Code establishes higher standards than the law requires in a range of areas, and addresses issues not addressed by the law. In adopting this Code, BankWAW agrees to abide by the higher standards and additional requirements set out in the Code.

The Code's 7 key promises are:

- We will deliver banking services in the interests of our customers.
- We will obey the law.
- We will not mislead or deceive.
- We will act honestly and fairly.
- We will offer products and services that are fit for general purpose.
- We will deliver services with reasonable care and skill.
- We will contribute to our community.

A copy of the Code is available upon request at any BankWAW Service Centre or can be downloaded from www.bankwaw.com.au / About BankWAW / Customer Owned Banking Code of Practice.

Code Compliance Committee – The Code Compliance Committee is an independent committee established by the Customer Owned Banking Code Compliance Committee Association. Its responsibilities include monitoring and reporting on compliance with the Code, and determining Code breach issues that have been referred to it. The Code Compliance Committee may appoint a Compliance Manager to undertake compliance functions on behalf of the Committee. Any person may make a complaint about an alleged breach of the Code to the Compliance Manager. If you believe BankWAW has breached the Code, you can make a complaint to us. If we are not able to resolve the complaint to your satisfaction and the complaint involves a claim that you have suffered loss or detriment, you may then refer the matter to the External Dispute Resolution scheme to which we belong (see pages 10 and 11 of this booklet). If the complaint does not involve a claim that you have suffered loss or detriment, you can report it to the Compliance Manager of the Code Compliance Committee – phone: 1800 367 287 / email: info@codecompliance.org.au / web: www.cobccc.org.au

Section 1 - Words Used in this Brochure - Definitions

Account – means an account with WAW Credit Union Co-operative Limited which may consist of savings and loans accounts.
Account Details – means our record of your account containing account details including BSB, account number, account name, your full legal account name, any other name you prefer us to use and Account activity.
ADI - Australian Deposit-taking Institute.
AML/CTF - means Anti-Money Laundering & Counter-Terrorism Financing Act 2006.
ATM – means an Automatic Teller Machine.
AUSTRAC – means Australian Transaction Reports and Analysis Centre.
Banking Services – means any account or payment service to which the Terms and Conditions apply.
Beneficial Owner – means an individual who owns or controls the account, directly or indirectly.
Biller – means an organisation that allows you to make bill payments to them through BPAY.
BPAY – means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers who participate in BPAY, either via internet access or any other access method as approved by us from time to time.
BPAY Payment – means a payment transacted using BPAY.
BPAY Pty Ltd – means BPAY Pty Limited ABN 69 079 137 518, PO Box 1083 North Sydney NSW 2059, telephone (02) 9922 3511.
BSB - Bank/State/Branch number identifying a specific branch of an ADI.
Cardholder – means you and any person nominated by you as additional cardholder to whom BankWAW has issued a Visa Debit card to access your linked account(s).
Card Detail – means the information provided on the debit card and includes, but is not limited to, the card number and expiry date.
Click to Pay – means Visa's express online checkout experience that allows cardholders to make payments at participating merchants without entering card details.
Client/Account – means a number allocated to you which may comprise a number of savings and loans accounts under the one client/account number.
Confirmation of Payee (CoP) – means the industry wide service which is an initiative of Australian Payments Plus and enables a payer to confirm the account name of the BSB and account number they enter matches the account name held by the payee's financial institution (when 'adding' or 'amending' payee details to make a domestic electronic payment).
Contact Centre – means our telephone contact centre which includes but is not restricted to general enquiries, loan applications and Insurance quotes and enquiries.
Cuscal – means Credit Union Services Corporation Australia Limited.
Day – means a 24-hour period commencing at midnight Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.
Debit card or Card – means a Visa Debit card and any additional card issued under Section 24.
Digital wallet – means a mobile phone or digital device with uploaded debit card.
eftpos - means Electronic Funds Transfer at Point of Sale.
ePayment – means electronic funds transaction, eg ATM, eftpos, internet, BPAY, NPP/Osko, etc.
ePayments Code – means the ePayments Code of Conduct as amended from time to time.
ePayments System – means the shared system under which ePayments are processed.
ePayments Terminal – means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of your Credit Union or any third party to conduct an ePayment transaction.
Identifier - means information required to perform an ePayment, eg account number, card number, etc.
Internet Banking – means our secure 'Pay Anyone' internet banking service.
Linked Account – means your account(s) which you link to a Visa Debit card and includes any overdraft or line of credit which you may attach to your linked account.
Mandate Management System – the central, secure database of payment agreements operated by NPP Australia Limited.
Merchant – means a third party with whom a payment agreement will be, or has been established.
Migrated DDR – means a payment agreement created by a merchant or payment initiator to process payments under an existing direct debit arrangement as PayTo Payments instead of through the direct debit system.
Mobile App – means the BankWAW Mobile Banking App which is free to BankWAW customers.
New Payments Platform (NPP) – means the system that allows real-time payments via Osko.
Osko – means the payment service that allows accountholders to make and receive payments via the NPP.

Participating online merchant - means a retailer or merchant who offers goods or services for sale online, who is a participant in Visa Secure.
Pass code - means a secret password, code, PIN or bio-security that may be required to authenticate an ePayment, e.g. an internet banking password; a mobile phone PIN or bio-security; etc.
Payment – means electronic payment clearance and settled by participating financial institutions.
Payment Initiator – means an approved payment service provider who, whether acting on behalf of a customer, or third party, has been authorised to initiate payments from an account.
PayID – means the identification registered by the accountholder to allow their BankWAW account to be used for Osko payments.
Payment Services – includes any of the following services offered by BankWAW:

Visa Debit card	Direct Debits	BPAY
Future Payment	Digital Wallet	Internet Banking/Mobile App/NPP
RTGS & External Transfers	Cash Passport	Telegraphic Transfers

PayTo Agreement or Payment Agreement – means an agreement created by an approved merchant or payment initiator in the Mandate Management system by which they are authorised to make payments from an account or migrated DDR.
PayTo Payment – means an NPP payment pursuant to a payment agreement for a single or ongoing direct debit.
PIN – means a Personal Identification Number.
Privacy Law – means the *Privacy Act 1988* (Cth) and regulations made under that act.
SC – means BankWAW Service Centre.
SMS OTP – means a one-time password sent as a text message to a mobile phone.
Visa Secure - means the online transaction authentication service provided by us (or our nominated service provider).
We, us or our – means WAW Credit Union Co-operative Ltd.
You, your or yours – means a shareholder of the Credit Union or a customer and cardholder.

Section 2 - Changes to the Terms and Conditions

The Terms and Conditions may be changed by us at any time provided we change them in accordance with any applicable law.
We will give you at least 20 days advance notice before we do any of the following in relation to your accounts:

- Introduce a new fee or charge;
- Increase a fee or charge;
- Reduce the number of fee-free transactions permitted on the account;
- Vary the minimum balance to which an account-keeping fee applies;
- Vary the method by which interest is calculated,
- Vary the circumstances where interest is credited or debited to account;
- Reflect any decision of a court, ombudsman or regulator.

We will notify you of other changes to your account when we next communicate with you (subject to any applicable laws).

We may use various methods to notify you of changes to your account referred to in this section. Subject to applicable laws, these may include one or more of: notification on or with your account statement; notification by letter or other direct communication; announcement via our newsletter or website; or advertisement in the local media or national media. In deciding the method of notification, we will consider the nature and extent of the account change, as well as the cost and effectiveness of different methods of notification.

Any commitment we may make to notify you at your address of changes to your account is subject to you keeping us informed of your current contact address.

Section 3 – Deposits

- You can deposit funds to your nominated account in person at any BankWAW SC, in person with an express deposit envelope at any BankWAW SC that offers this service, by mail, by direct credit, by ePayment, or at a bank nominated by BankWAW.
- If you use an express deposit envelope, the amount credited to your account will be the amount counted by BankWAW. We will contact you as soon as is reasonably practicable if there is a discrepancy between the amount you have listed on the deposit form and the amount counted by BankWAW.

- You can arrange a direct credit deposit with a Government agency (e.g. Pension payment), with your employer or other organisation.
- The details required for a direct credit are our BSB which is 803-070, your account number and the name of the account to be credited.
- BankWAW reserves the right to set a maximum amount of deposit on any account at any time with immediate effect.
- BankWAW will refuse to accept any cheque drawn on an Australian Bank for deposit.
- An overseas cheque (draft) deposited to an account is not available for withdrawal until it is cleared. Clearance normally takes forty (40) working days for overseas cheques (drafts) but may take longer to clear through overseas financial institutions.
- BankWAW will decide the order in which payment will be made from any deposits to your account; for example Interest, Fees & Charges, Future Payments, etc.
- The **Financial Claims Scheme** was established by the Government to protect depositors of authorised deposit-taking institutions (banks, credit unions and building societies) against potential loss due to the failure of these institutions, and each depositor may be entitled to a payment up to the Scheme limit of $250,000. Information about the Scheme can be obtained from the Australian Prudential Regulation Authority website at http://www.fcs.gov.au

Section 4 – Withdrawals

- We may not allow a withdrawal unless we have proof of identity of the person or any other authorised signatories to your account making the withdrawal.
- Withdrawals from your account can be made by:
  - ◇ Transacting over the counter at any Service Centre
  - ◇ Giving written instruction to make regular payment to third parties on your behalf
  - ◇ Giving written instruction to a third party to direct debit your account
  - ◇ Using your BankWAW Credit Union debit card to debit your account
  - ◇ Using Internet Banking
- We will limit the amount of cash that can be withdrawn from your account per day.

Section 5 – Future Payments, Direct Debits & PayTo [See Section 27 – PayTo & Section 28 – Confirmation of Payee]

- A future payment is a transfer of funds at your request from your account on a regular basis to another account or to a third party.
- To arrange a future payment, you must apply at one of our SCs or load it online via Internet Banking.
- The future payment will remain in force until:
  - ◇ We receive written notification from you of cancellation or variation of the authority; or
  - ◇ We receive written notice of death or bankruptcy of the account holder; or
  - ◇ We cancel the authority; or
  - ◇ You cancel the authority via Internet Banking.
- A fee will apply when a future payment has failed on 5 consecutive working days due to insufficient cleared funds in your account. This is considered *a rejection*.
- If there are 3 consecutive rejections, your future payment authority will be cancelled and you will be notified in writing.
- When we make your future payment, we are not acting as your agent or the agent of the payee.
- If a future payment is for a loan with us and there are insufficient funds to make the payment, we may debit your account at any time for the amount you owe to us.
- A direct debit transaction is a transfer of funds from your account to an account with another institution e.g. Rates, utilities, etc, when you have authorised that organisation to debit your account.
- A direct debit must be arranged with the organisation that is to receive the direct debit payment by completing their authorisation form.
- You must check with BankWAW as to which account can have a direct debit or future payment deduction.
- Future payments and direct debits that are requested outside normal business hours, or that fall upon national public holidays, will be processed on the next business day during normal business hours.
- We may decide not to make a future payment or direct debit if there are not sufficient cleared funds in the account on the date for the transfer of money.

- We do not have to advise you if a future payment or direct debit is not made.
- If you request more than one future payment or direct debit, we will determine the order in which they are paid.
- A fee will apply when a future payment or direct debit is dishonoured.
- To stop or alter a future payment or stop a direct debit, you must provide written instructions to us setting out full details of the future payment or direct debit. *Note that if a payment is due within three (3) business days, it may not be stopped.* You should also contact the organisation receiving the direct debit to advise them that this payment arrangement is being cancelled. (Also refer to Section 24 – Debit Cards [Regular Payment Arrangements].)

Section 6 – Electronic Credits **[See also Section 28 – Confirmation of Payee]**

- You may have funds electronically credited directly to some accounts, subject to these terms and conditions.
- The details required for a direct credit are your PayID or our BSB which is 803-070, your account number and the name of the account to be credited. Funds will be credited to the first active sub-account under that account number, which will be disclosed on the payer's confirmation and receipt screens.
- We are not liable for any delay in the crediting of electronic credits to your nominated account.

Section 7 – Electronic Payment Processing Times

Electronic payments via the NPP are processed in near-real time (typically in less than one minute) 24 hours a day, 365 days a year.

Electronic payments outside the NPP, BPAY payments and Future Payments are processed Monday to Friday during normal business hours, but not on national public holidays.

Section 8 – Interest, Fees & Charges

- You can obtain the current interest rate for an account on request from any SC or on our website.
- If a cheque deposited to your account is dishonoured, interest accrued on the deposit from the day the cheque was credited to your account may be adjusted by us.
- The Fees & Charges Schedule shows current fees and charges (including Government charges) for accounts and payment services. The Fees & Charges Schedule is available from any SC or from our website.
- Subject to all laws, we will debit your account for fees and charges when they fall due, as well as any Government charges owing on your account or which the Government makes us liable to pay in relation to your account.
- Interest is payable on any overdraft which arises when you obtain credit from us without our prior agreement. The interest rate will be the current applicable rate charged by us.
- Debit interest (e.g. interest charged on loans, overdrafts, over-limit accounts etc) is calculated on the closing daily balance outstanding.
- Credit interest (e.g. interest paid to you on savings/deposits etc) is calculated from the date of deposit but excludes the date of withdrawal.
- Debit and credit interest is calculated by multiplying the balance by the Annual Interest Rate (divided by 100) divided by 365 days to arrive at a daily rate. In the case of a leap year, we will use 366 as the number of days in that calendar year.
- Bonus interest will be paid on specified accounts, in addition to standard interest, subject to conditions.

Section 9 – Statement of Account

- Statements will be sent out at least every six months. If you want your statements more frequently, you may request this by contacting one of our SCs or by registering for Internet Banking to receive your statement electronically (eStatements). Statements and notices will be mailed to you at your current registered postal address.
- For accounts which have a pre-arranged credit facility attached such as a line of credit or overdraft, BankWAW will send you an account statement monthly.
- You may be charged a fee if you request a copy of a statement previously sent. This fee is shown in the Fees & Charges Schedule.
- If you are a joint account holder living at the same address as another joint account holder, we will only send one statement of account to that address unless otherwise requested. BankWAW will send statements to multiple addresses of joint account holders, if requested.
- Records of recent transactions on your account may be available at SCs or through our Internet Banking services.

Section 10 – Electronic Statements (eStatements) & Notices

- To receive and access eStatements, you are required to be registered for Internet Banking.

- To receive notices electronically, you are required to provide and maintain a current email address.
- To register for eStatements, you must complete the registration form available at any SC or download it from our website and forward the signed original form to BankWAW.
- If you are registered for eStatements, no statement will be mailed to you.
- If for any reason BankWAW is unable to deliver eStatements or electronic notices, they will be mailed to your current postal address registered with us.

Section 11 – Joint Accounts

- Each account holder of a joint account is jointly and severally (i.e. individually) liable for the full amount of any debt to BankWAW incurred in operating that account. Upon the death of any account holder of a joint account, ownership of that account automatically reverts to surviving account holder(s).
- Initial signing instructions to operate a joint account must be agreed in writing by all joint account holders.
- If the instructions are for one-to-sign, then one signatory can change the instructions to all-to-sign or any combination thereof. However, if the instructions are for all-to-sign, then all joint account holders must sign to make it one-to-sign or any combination thereof.
- Any instruction to delete one of the joint account holders must be signed by all joint account holders regardless of the signing instructions.
- Regardless of the existing signing instructions, all joint account holders must consent to:
  - Any addition of an Authority to Operate signatory to the joint account;
  - Any removal of an account holder from the account;
  - Transfer of an account to an alternative account type;
  - Closure of the joint account.
- Regardless of the existing signing instructions, if BankWAW receives a request by an account holder to freeze a joint account, the other joint account holder/s will be notified of the freeze. In certain circumstances, BankWAW may also deem it necessary to convert the signing instructions from one-to-sign to all-to-sign.

Section 12 – BankWAW's Right to Combine Accounts

- Deposit accounts should not be overdrawn unless prior arrangements with BankWAW are made.
- If you overdraw your account without arrangement, we may transfer sufficient money kept in any other account with us held in your name/s, to clear the debt.
- At the time a person takes up a share in BankWAW or places money on deposit with us, the Credit Union may apply the share or the credit balance of the deposit account to any debt owed by the customer to the Credit Union. The Credit Union may exercise its right to combine individual-to-individual accounts.

Section 13 – Foreign Currency Transactions

- A foreign currency credit transfer may incur commissions, fees or other charges applied by overseas financial institutions involved in the transfer. These commissions, fees or other charges are independent of those charged by BankWAW and will generally be deducted by the overseas financial institution from funds sent to the recipient. The recipient may receive less money than was specified in your instructions.
- When you arrange for a foreign currency credit transfer, the timing and receipt of funds will be subject to the negotiating bank or our appointed agent and BankWAW cannot guarantee that funds will arrive at the overseas destination at the estimated time.
- The exchange rate for the purchase or sale of foreign currency is subject to the daily exchange rate as obtained from the issuing bank or agent.
- Funds sent to a BankWAW account from overseas must be in Australian dollars, using the Swift Code CUSCAU2SXXX//AU803070 followed by the account number. Fees and charges may also apply to these transactions.

Section 14 – Account Management and/or Account Closure

- With the exception of a term deposit, you or any other person with full authority to operate on your account can close your account at any time upon signed written request which must include the signature/s of the beneficial owner/s. We do not accept instructions via email or fax.
- The credit balance in the account plus deposit interest (if applicable to your account), less any accrued account fees and Government charges applicable up to the closing date, will be paid to you. Any part of your account

balance which is not cleared funds at the time of your request to close the account will not be made available until the funds become cleared.

- If the account has a debit balance, the balance plus any accrued interest, account fees and Government charges applicable up to the closing date will be payable by you to BankWAW.
- Prior to closure of the account, you must return any debit card which operates on the account (including any debit card issued to an additional cardholder).
- BankWAW may exercise its discretion to restrict or close an account due to unsatisfactory conduct, and/or conduct which may cause harm to the Customer and/or BankWAW. If account closure is necessary, BankWAW will notify you in writing at the address shown on our records.

Section 15 – Inactive Accounts

- Your account has become inactive if you do not make any deposits and/or withdrawals during a continuous twelve-month period.
- Under these conditions BankWAW reserves the right to close your account without further notice to you.
- BankWAW may charge a fee on an inactive account. Such fee is presented in our Fees & Charges Schedule.

Section 16 – Dormant Accounts

- Your account has become dormant if the account has been inactive for a period of 7 years, with the exception of an account in the name of a child under the age of 18 which is exempt.
- All funds in dormant accounts holding balances of $500 or more will be sent to the Australian Securities & Investment Commission as unclaimed funds as required by law.
- All funds in dormant accounts holding balances less than $500 will be transferred to consolidated revenue of BankWAW.
- BankWAW may charge a fee on dormant accounts. Such fee is presented in our Fees & Charges Schedule.

Section 17 – Anti-Money Laundering & Counter-Terrorism Financing Act 2006

- We are required to disclose suspected Money Laundering/Terrorism Financing (ML/TF) information by law.
- We are required to release information regarding overseas internet banking transactions to AUSTRAC.
- We may be prohibited from effecting some internet banking transactions to overseas jurisdictions and involving certain persons (in addition to the prohibitions required by Australian Law).
- Your transactions could be delayed, blocked or frozen if we believe on reasonable grounds that making a payment may be in breach of Australian law, or payment scheme rules.
- We will incur no liability to you if we do delay or block any transaction or refuse to pay any money in the reasonable belief that a transaction may contravene any such law.
- We may need to collect additional information from you in order to comply with ML/TF laws.
- We may suffer loss from you entering into a transaction that would breach the ML/TF laws or acting on someone else's behalf (unless they are a trustee) in breach of the ML/TF laws. We may seek a customer warranty and indemnity based on the warranty.

Section 18 – Internet Banking and Mobile Banking App

- Enquiries regarding Internet Banking services can be made at any Service Centre (SC) or by contacting Contact Centre on 1300 368 555.
- Refer to Section 23 for direction regarding your pass code security obligations, the requirement to report any breach of those obligations, and your liability for losses arising from unauthorised Internet Banking and Mobile Banking App transactions.
- It is your responsibility to obtain and maintain any equipment (e.g. mobile phone or computer) which may be necessary to use these services.
- Transactions made through Internet Banking or the Mobile Banking App will generally be processed immediately but may be processed on the next business day.
- We will make reasonable efforts to:
  - ensure Internet Banking and Mobile Banking App services are available 24 hours a day, 7 days a week or as specified by us from time to time; and
  - ensure that information we make available to you through these services is correct.

Daily Transaction Limits

- Daily transactions limits apply to payments and transfers made through Internet Banking and the Mobile Banking App.
- Unless we have approved or applied a different limit, the following standard daily transaction limits apply:

Transaction Type	Standard Daily Limit	Maximum Self-Service Limit
BPay	$5,000	$200,000
Internal transfers	$5,000	Unlimited
Standard external transfers (Direct Entry)	$2,000	$20,000
NPP transfers (Osko)	$2,000	$20,000
International Transfers	$0	$5,000

- Daily transaction limits are generally applied to individual customers rather than separately to each account. Where a customer has multiple memberships or Internet Banking logins, the application of limits may vary depending on how those memberships and logins are linked.
- Each payment type has a separate daily limit, for example, a customer with a $20,000 limit for standard external transfers and a $20,000 limit for Osko transfers may transfer up to $20,000 using each payment type on the same day.
  - Daily transaction limits apply from midnight to midnight each day, based on Sydney time.
- An internal transfer is a transfer between accounts held under the same BankWAW customer number. Transfers to accounts under another customer number are subject to the applicable external transfer limits.

Viewing and Changing your Limits

- You can view your daily transaction limits through Internet Banking or the Mobile Banking App.
- If you are registered for SMS One-Time password (OTP) authentication, you can increase or decrease your daily transaction limits through the Mobile Banking App or Internet Banking, where this functionality is available, up to the maximum self-service limits shown above.
- Customers who are not registered for SMS OTP can view their limits but cannot change them through self-service.
- Changes made through self-service take effect immediately. You may increase your limit to make a payment and reduce it again after the payment is made.
- If you require a limit above the maximum self-service limit, you may apply to BankWAW for approval. Customers with limits above the standard daily limits must be registered for SMS OTP.
- Where higher limits have previously been approved for your accounts, these may be combined and applied as customer-based limits. Separate limits now apply to each payment type, which may change the total amount you can transfer in a day.

Joint Accounts and Authorised Signatories

- Where an account is operated on a one-to one sign basis, an account holder or authorised signatory with appropriate transaction authority and access to self-service functionality may independently make payments and transfers and change their own daily transaction limits.
- An increase or decrease to a customer's daily transaction limit applies to that customer and does not automatically change the limits of other account holders or authorised signatories.
- For accounts requiring two signatures, both authorised persons must have sufficient individual daily transaction limits to establish and authorise a payment. Increasing one person's limit does not remove the requirement for the second person's authorisation.
- Notifications of changes to daily transaction limits are sent to the customer making the change and not automatically to other account holders or authorised signatories.

Access and Other Conditions

- We may cancel your access to internet Banking or the Mobile Banking App without prior notice if we reasonably believe you may be using these services in a way that could cause loss to you or BankWAW, subject to applicable laws.
- Transactions remain subject to available funds, applicable account conditions, account operating authorities and payment processing requirements.
- Our liability for transactions that are not completed, are delayed or a processed incorrectly is subject to applicable laws, including the ePayments Code, and the other provisions of these Terms and Conditions.
- Information about daily transaction limits and how to change them is available on our website or by contacting BankWAW.

Mistaken Domestic Internet Banking and Mobile Banking App Payments

A mistaken Internet Banking payment is when you send funds to another financial institution within Australia through Internet Banking and the funds are credited to an account of an unintended recipient because either the BSB or account number selected does not belong to the intended recipient.

Warning: You must ensure that the BSB and account number are correct. Some banks do not cross-check the account number with the account name, which may lead to your payment being placed into the wrong account if you enter an incorrect account number. If the payment goes to an unintended recipient, we will attempt to recover your funds but this is not always possible and you may suffer a loss.

You must report a mistaken Internet Banking or Mobile Banking App payment to us as soon as you become aware that it has occurred. Any delay may restrict our ability to recover the funds from the unintended recipient.

When a mistaken Internet Banking payment is reported we will investigate the payment and, once satisfied that a mistake has occurred, we will request a return of the funds from the receiving authorised deposit-taking institution (ADI).

When you have reported a mistaken Internet Banking or Mobile Banking App payment, the following recovery process will apply:

- Within 10 business days of the payment: The receiving ADI must return the funds within 10 business days of receiving our request, provided sufficient credit funds are available in the account of the unintended recipient. If the receiving ADI is not satisfied that a mistaken payment has occurred, it may seek the consent of the unintended recipient to return the funds.
- Between 10 business days and 7 months of the payment: The receiving ADI must complete its investigation within 10 business days of receiving our request. The receiving ADI must notify the unintended recipient that it will withdraw the funds from their account. If the unintended recipient does not establish that they are entitled to the funds within 10 business days, the receiving ADI will return the funds within 2 business days, provided sufficient credit funds available in the account of the unintended recipient. If the receiving ADI is not satisfied that a mistaken payment has occurred, it may seek the consent of the unintended recipient to return the funds.
- More than 7 months after the payment: Once satisfied that a mistaken payment has occurred, the receiving ADI must seek the consent from the unintended recipient to the return of the funds from their account, provided sufficient credit funds are available in the account of the unintended recipient. If the receiving ADI is not satisfied that a mistaken payment has occurred, it may seek the consent of the unintended recipient to return the funds.

If the unintended recipient is receiving income support from Centrelink, the receiving ADI can only recover funds in accordance with the Code of Co-operation for Centrelink Direct Credit Payments.

If the receiving ADI is satisfied that a mistaken payment has occurred but there are not sufficient credit funds available in the account of the unintended recipient, the receiving ADI must use reasonable efforts to retrieve the funds. This may include facilitating an instalment payment arrangement.

Within 30 business days of the report being made, we will advise you of the outcome of the investigation and, where applicable, the funds recovery process.

If you are an unintended recipient of a mistaken internet payment, our role in the investigation and possible funds recovery process is that of the receiving ADI.

Should you have a complaint about the management of the investigation and/or the funds recovery process, the procedure to follow is set out below in Section 19 - Dispute Resolution.

Section 19 – Dispute Resolution

BankWAW has an internal process for handling complaints in relation to the products and services we issue. We also belong to the Australian Financial Complaints Authority which is an External Dispute Resolution Scheme approved by the Australian Securities and Investments Commission, to which you can take any unresolved complaint against us (if the dispute is within the scheme's terms of reference). Complaints and disputes about products or services distributed by us that other financial institutions have issued should normally be referred to the complaints handling and/or External Dispute Resolution scheme of the issuing institution.

We are committed to responding to complaints and disputes in a way that is:

- prompt and efficient;

- consistent with the law, applicable industry codes (including the Customer Owned Banking Code of Practice) and good industry practice, and
- fair to everyone involved.

BankWAW will only be able to deal effectively with your complaint if you continue to communicate with us and respond to our reasonable requests for information while we are considering the complaint.

Definitions

"Complaint" – Any expression of dissatisfaction made to or about us, related to our products, services, staff or to our complaints handling process, where a response, specific action, or resolution is explicitly or implicitly expected.

Our complaints handling process

Our complaints-handling process is consistent with the Guiding Principles and sections 5.1, 6.4, 8.1 and 8.2 of the Australian Standard, Customer satisfaction—Guidelines for complaints handling in organisations (AS ISO 10 002:2004, MOD).
In some cases, we are required to provide such notice by law.

Features of our complaints-handling process include:

- BankWAW provides information on how we deal with complaints, including your right to take unresolved complaints to an External Dispute Resolution scheme, in our product information through our SCs and on our website. BankWAW will give or send you a copy of this information if you ask us, or if you raise a concern that we are not able to resolve immediately. BankWAW will also explain how the process works.
- BankWAW's internal process covers all customer complaints, including complaints about breaches of the Customer Owned Banking Code of Practice. BankWAW will ensure our complaints- handling process is adequately resourced.
- The process is free to you and accessible. We will be flexible about how complaints are made and will not require that initial complaints be made in writing (however, some complaints may subsequently need to be put in written form to be progressed).
- BankWAW will try to resolve your complaint as soon as possible - "on the spot" if we can. If this is not possible, we will adhere to timeframes set out in this terms and conditions in dealing with the complaint.
- If your complaint is not resolved immediately, we will give you the name and contact details of a person in our organisation nominated as responsible for dealing with your complaint. As far as possible, this person will not be someone to whom your complaint relates.
- BankWAW will have a straightforward process for determining your complaint. We will not make you go through multiple internal complaints-handling personnel or processes.
- If BankWAW is not able to resolve your complaint to your satisfaction, we will advise you of this in writing, giving our reasons. Our letter will also tell you how to contact the Australian Financial Complaints Authority should you wish to take the complaint further. We will take this action within the timeframes set out in these terms and conditions.

Dispute Resolution Timeframes

BankWAW will do its best to ensure that our investigation is completed, and a decision on your complaint is communicated to you, within 21 days of our being advised of the complaint. We will inform you if we need more time.
If we are not able to resolve your complaint to your satisfaction within 30 days you may take the complaint to the Australian Financial Complaints Authority, even if we are still considering it (assuming the complaint is within the scheme's terms of reference). We will inform you that you have this right within 5 business days after the end of the 30-day period.

External Dispute Resolution (EDR) schemes

Financial services EDR schemes are independent bodies with the power to investigate disputes against scheme members and to make decisions that are binding on their members (including requiring us to make a monetary payment to the person bringing the dispute). They must act in a way that is fair to all the parties. The schemes are free to our customers.
BankWAW subscribes to the Australian Financial Complaints Authority (AFCA) to provide our EDR scheme.

The contact details for AFCA are:

Mail: GPO Box 3, Melbourne, Vic, 3001
Email: info@afca.org.au
Website: www.afca.org.au
Phone: 1800 931 678

BankWAW Complaints Department Contact Details:

Complaints Officer – BankWAW
Mail: PO Box 568, Wodonga, Vic, 3690
Email: contactcentre@bankwaw.com.au
Website: www.bankwaw.com.au
Phone: 02 6022 8442 or AH 1300 368 555
Fax: 02 6022 8400

Section 20 – Privacy Policy Statement

WAW Credit Union Cooperative Limited (ACN 087 651 787) is bound by the Australian Privacy Principles under the *Privacy Act* 1988 (Cth) (**Privacy Act**). We are also bound by Division 3 of Part IIIA of the Privacy Act, which regulates the handling of credit information, credit eligibility information and related information by credit providers.

This Privacy Policy outlines how we deal with your personal information (including credit-related information), as well as our legal obligations and rights as to that information. If we agree with you to use or disclose any of your personal information in ways which differ to those stated in this Privacy Policy, the provisions of that agreement will prevail to the extent of any inconsistency.

Key types of information

Certain words have special meanings when used in this Privacy Policy. These are shown below.

"Personal information" means information or an opinion about an individual who is identified, or who can reasonably be identified, from the information. Although we try to make sure that all information we hold is accurate, "personal information" also includes any inaccurate information about the individual.

"Credit eligibility information" means information that has been obtained from a credit reporting body, or that has been derived from that information, that is about an individual's credit worthiness.

"Credit information" means personal information that includes the following:

- information about an individual, like their name and address, that we may use to identify that individual
- information about an individual's current or terminated consumer credit accounts and, from 12 March 2014, an individual's repayment history
- the type and amount of credit applied for in any previous consumer or commercial credit applications to any credit provider, where that credit provider has requested information
- information about an individual from a credit reporting body
- information about consumer credit payments overdue for at least 60 days and for which collection action has started
- advice that payments that were previously notified to a credit reporting body as overdue are no longer overdue
- information about new credit arrangements an individual may have made with a credit provider, in relation to consumer credit currently or previously held, to deal with any defaults or serious credit infringements by that individual
- information about court judgments which relate to credit that an individual has obtained or applied for
- information about an individual on the National Personal Insolvency Index
- publicly available information about an individual's credit worthiness, and
- an opinion of a credit provider that an individual has committed a serious credit infringement of credit provided by that credit provider.

We may not hold all of these kinds of information about a particular individual. However, if we hold any of these kinds of information, it is protected as "credit information" under this Privacy Policy.

"Credit-related information" means credit information, credit eligibility information and related information.

Collection

Wherever possible, we will collect personal information (including credit information) directly from you. This information will generally come from what you provide in your application for one of our products or services and supporting documentation.

We only ask for personal information relevant to our business relationship with a customer. When you apply for one of our products or services, we may request:

- identifying information, like your name, address and other contact details and your date of birth
- information about your financial position, like your income, expenses, savings and assets and any (other) credit arrangements
- your employment details
- your tax file number, and
- your reasons for applying for a product or service.

We may also collect personal information (including credit-related information) about you from third parties, such as any referees that you provide, your employer, other credit providers and third party service providers including credit reporting bodies. Credit reporting bodies collect credit information about individuals which they provide as credit reports to credit providers and others in the credit industry to assist them in managing credit risk, collecting debts and other activities. From 12 March 2014, you can also ask a credit reporting body, through contact details on their website, not to use or disclose your personal information if you believe on reasonable grounds that you have been or are likely to be a victim of fraud, including identity fraud.

Some information is created through our internal processes, like credit eligibility scoring information.

Use

We may use your personal information (including credit-related information) for the purpose of providing products and services to you and managing our business. This may include:

- assessing and processing your application for the products and services we offer
- establishing and providing our systems and processes to provide our products and services to you
- executing your instructions
- charging and billing
- uses required or authorised by law
- maintaining and developing our business systems and infrastructure
- research and development
- collecting overdue payments due under our credit products
- managing our rights and obligations regarding external payment systems, or
- direct marketing.

In general, we do not use or disclose your personal information (including credit-related information) for a purpose other than:

- a purpose set out in this Privacy Policy
- a purpose you would reasonably expect
- a purpose required or permitted by law, or
- a purpose otherwise disclosed to you to which you have consented.

Disclosure

We may disclose your personal information (including credit-related information) to other organisations, for example:

- our related companies
- external organisations that are our assignees, agents or contractors
- external service providers to us, such as organisations which we use to verify your identity, payment systems operators, mailing houses and research consultants
- insurers and re-insurers, where insurance is provided in connection with our services to you
- superannuation funds, where superannuation services are provided to you
- other financial institutions, for example, when you apply for a loan from another credit provider and you agree to us providing information
- credit reporting bodies, including disclosing that you are in default under a credit agreement or commit a serious credit infringement, if that is the case
- lenders' mortgage insurers, where relevant to credit we have provided
- debt collecting agencies, if you have not repaid a loan as required
- our professional advisors, such as accountants, lawyers and auditors
- state or territory authorities that give assistance to facilitate the provision of home loans to individuals
- certain entities that have bought or otherwise obtained an interest in your credit product, or that are considering doing so, and their professional advisors

- your representative, for example, lawyer, mortgage broker, financial advisor or attorney, as authorised by you, or
- if required or authorised by law, to government and regulatory authorities.

We will take reasonable steps to ensure that these organisations are bound by sufficient confidentiality and privacy obligations with respect to the protection of your personal information.

In the course of providing services such as transaction monitoring and claims, your information may be disclosed overseas to third parties that are assignees, agents or contractors of BankWAW.

Sensitive information

Where it is necessary to do so, we may collect personal information about you that is sensitive. Sensitive information includes information about an individual's health, and membership of a professional or trade association.

Unless we are required or permitted by law to collect that information, we will obtain your consent. However, if the information relates directly to your ability to meet financial obligations that you owe to us, you are treated as having consented to its collection.

Refusal of credit applications

We may refuse an application for consumer credit made by you individually or with other applicants. Our refusal may be based on credit eligibility information obtained from a credit reporting body about you, another applicant or another person proposed as guarantor. In that case, we will give you written notice that the application has been refused on the basis of that information. We will tell you the name and contact details of the relevant credit reporting body and other relevant information.

Security

We take all reasonable steps to ensure that your personal information (including credit-related information), held on our website or otherwise, is protected from:

- misuse, interference and loss, and
- unauthorised access, disclosure or modification.

We ask you to keep your passwords and personal identification numbers safe, in accordance with our suggestions.

When we no longer require your personal information (including when we are no longer required by law to keep records relating to you), we take reasonable steps to ensure that it is destroyed or de-identified.

Website

This section explains how we handle personal information and credit information collected from our website. If you have any questions or concerns about transmitting your personal information via the internet, you may contact our Privacy Officer, whose details are at the end of this Privacy Policy Statement, as there are other ways for you to provide us with your personal information.

Visiting our website: Anytime you access an unsecured part of our website, that is, a public page that does not require you to log on, we will collect information about your visit, such as:

- the time and date of the visit
- any information or documentation that you download
- your browser type, and
- internet protocol details of the device used to access the site.

Our website also includes a number of calculators, which may require you to enter your personal details. If you save the data you enter on the calculator, this information will be stored.

Cookies: A "cookie" is a small text file which is placed on your internet browser and which we may access each time you visit our website. When you visit the secured pages of our website (ie pages that you have to provide login details to access) we use cookies for security and personalisation purposes. When you visit the unsecured pages of our website (ie public pages that you can access without providing login details) we use cookies to obtain information about how our website is being used.

You may change the settings on your browser to reject cookies, however doing so might prevent you from accessing the secured pages of our website.

Email: When we receive emails, we will retain the content of the email and our response to you where we consider it necessary to do so.

Your email address will only be used or disclosed for the purpose for which it was provided. It will not be added to any mailing lists or used for any other purpose without your consent.

Security: We use up-to-date security measures on our website to protect your personal information and your credit information. Any data containing personal, credit or related information which we transmit via the internet is

encrypted. However, we cannot guarantee that any information transmitted via the internet by us, or yourself, is entirely secure. You use our website at your own risk.

Links on our website: Our website may contain links to third party websites. The terms of this Privacy Policy do not apply to external websites. If you wish to find out how any third parties handle your personal information or credit information, you will need to obtain a copy of their privacy policy.

Access

You may request access to the personal information (including credit-related information) that we hold about you at any time from our Privacy Officer whose details are at the end of this Privacy Policy Statement.

We will respond to your request for access within a reasonable time. If we refuse to give you access to any of your personal information, we will provide you with reasons for the refusal and the relevant provisions of the Privacy Act that we rely on to refuse access. You can contact our Privacy Officer if you would like to challenge our decision to refuse access.

We may recover the reasonable costs of our response to a request for access to personal information.

Accuracy

We take reasonable steps to make sure that the personal information (including credit-related information) that we collect, use or disclose is accurate, complete and up-to-date. However, if you believe your information is incorrect, incomplete or not current, you can request that we update this information by contacting our Privacy Officer whose details are at the end of this Privacy Policy Statement.

Marketing

We may use your personal information, including your contact details, to provide you with information about products and services, including those of third parties, which we consider may be of interest to you. We are permitted to do this while you are our customer, and even if you are on the Do Not Call Register.

We may also provide your details to other organisations for specific marketing purposes.

We will consider that you consent to this, unless you opt out. You may opt out at any time if you no longer wish to receive marketing information or do not wish to receive marketing information through a particular channel, like email. In order to do so, you will need to request that we no longer send marketing materials to you or disclose your information to other organisations for marketing purposes. You can make this request by contacting our Privacy Officer whose details are at the end of this Privacy Policy Statement, or by 'unsubscribing' from our email marketing messages, which always include an unsubscribe option.

To help us reach the right people with our credit direct marketing, we may ask a credit reporting body to "pre-screen" a list of potential recipients of our direct marketing against our eligibility criteria to remove recipients that do not meet those criteria. From 12 March 2014, the credit reporting body cannot use information about your existing loans or repayment history in carrying out its pre-screening and it must destroy its pre-screening assessment once it has given us, or a contractor acting on our behalf, the list of eligible recipients. From 12 March 2014, if you do not want your credit information used for pre-screening by a credit reporting body that holds credit information about you, you can opt-out by informing that credit reporting body.

Changes to the Privacy Policy Statement

We may make changes to this Privacy Policy Statement from time to time (without notice to you) that are necessary for our business requirements or the law. Our current Privacy Policy Statement is available on our website.

Questions and complaints

All suspected personal information breaches will be investigated and managed in accordance with our Privacy Procedures which have been developed to protect your personal information and meet our obligations under the Privacy act. You will be notified as soon as practicable if there is a breach of your personal information which we assess is likely to result in serious harm and is therefore an ‘eligible data breach’.

If you have any questions, concerns or complaints that your personal information (including credit-related information) has been compromised or not adequately protected, please contact our Privacy Officer whose details are at the end of this Privacy Policy Statement. You can also contact the Privacy Officer if you have any questions or concerns about this Privacy Policy.

Once a complaint has been lodged, the Privacy Officer will respond to you as soon as possible. We will aim to deal with your complaint at the source of your complaint. If you are not satisfied with the response you receive, please let us know and our Complaints Committee will investigate further and respond to you.

If you are still not satisfied, you can contact external bodies that deal with privacy complaints. These are the Australian Financial Complaints Authority which is our external dispute resolution scheme, the Office of the Australian Information Commissioner or, in the case of insurance-related privacy complaints, the Australian

Prudential Regulation Authority. Any of these bodies may forward your complaint to another external dispute resolution body if it considers the complaint would be better handled by that other body.

The contact details for AFCA are:

Australian Financial Complaints Authority Post: GPO Box 3, Melbourne VIC 3001 Telephone: 1800 931 678 Website: www.afca.org.au

The contact details for OAIC are:

Office of the Australian Information Commissioner Post: GPO Box 5218 Sydney NSW 2001 Telephone: 1300 363 992 Website: www.oaic.gov.au

The contact details for APRA are:

Australian Prudential Regulation Authority Post: GPO Box 9836, Sydney NSW 2001 Telephone: 1300 558 849 Website: www.apra.gov.au

BankWAW Privacy Officer Contact Details:

Privacy Officer Our Privacy Officer's contact details are: **Address: 11 Stanley St Wodonga Vic 3690** **Telephone: 02 6022 8440** **Email: contactcentre@bankwaw.com.au**

Disclaimer:

This Privacy Policy Statement is provided for the purposes of information only. While we have taken care to ensure that it is accurate and current, we provide no guarantee as to its accuracy or currency. We accept no liability for loss or damage suffered as a result of reliance on the information provided in this Privacy Policy Statement.

Section 21 - Accounts and Access Facilities

We have a range of accounts including transaction accounts, savings accounts and term deposits with the following access facilities:

Visa Debit card	eftpos & ATM access	BPAY
Internet Banking	Mobile App	Direct Debit
Future Payments		

Becoming a Shareholder

To open an account and access the facilities, you will need to become a shareholder of BankWAW. To become a shareholder you will need to:

- complete an application form;
- subscribe for a share in BankWAW.

The share is redeemable when you resign from BankWAW. Your share is not transferrable.

Proof of Identity

The law requires us to verify your identity when you open an account or when you become a signatory or a beneficial owner to an account.

The following documents can be used for identification, providing they are original documents and current at the time of opening the account:

- Driver's Licence
- Current Passport (or one expired in the last 2 years)
- Birth Certificate or Birth Extract
- Proof of Age card
- A Pension Card that entitles the holder to a financial benefit
- An Electoral Card
- A Medicare Card or Veterans' Affairs Card

- Rates notice – no more than 3 months old
- Utility account with the name and current address – no more than 3 months old
- Australian Taxation Office Assessment Notice issued within the last 12 months
- A current Photo Licence issued for Firearm, Security Industry, Police Officer or Defence Forces Personnel.

Other provisions apply to children's and company accounts.

Account Signatories

Accounts can be operated by more than one signatory on an 'anyone-to-sign' basis or a 'two-or-more-to-sign' basis. If an account is to be operated on a 'two-or-more-to-sign' basis, this control for access to the account will only apply to withdrawals controlled by BankWAW, namely over-the-counter, internet and mobile banking withdrawals. The 'two-or-more-to-sign' control does not operate to prevent automated debt arrangements such as Direct Debits, even if only one signatory has authorised a third party to make withdrawals from an account. The automated withdrawal process does not allow BankWAW to check the authority granted to the third party to make withdrawals. Signatories to an account that operates with a 'two-or-more-to-sign' control should regularly check account statements to ensure all withdrawals have been properly authorised.

Savings and Transaction Account Definitions

- **S50 – Housing Line of Credit:** An account designed specifically for investment purposes, eg real estate or share portfolio. This account requires the customer to establish an overdraft facility with BankWAW under a credit contract. This account can have a debit card attached to it. Any credit balance in the Housing Line of Credit Account will not be paid credit interest.
- **S51 – Everyday Saver:** An online savings account accessed via Internet Banking and Mobile Internet Banking, which pays a competitive rate of interest on deposits.
- **S52 – Bonus Saver:** A savings account with a bonus interest feature. Access is permitted, but the bonus interest for that month will be forfeited.

  At BankWAW's discretion, a shareholder may hold a second or new Bonus Saver account. However, shareholders are not permitted to open a new Bonus Saver account, or transfer between existing Bonus Saver accounts, for the purpose of avoiding the loss of bonus interest or to preserve bonus interest payments on any remaining balance in another account.
- **S53 – Christmas Saver:** This account is used to save for Christmas expenses, with funds available at call.
- **S54 – Star Saver:** This account is for children aged 0-12 years. The account may be closed or further transactions refused if the account is not being operated for the private use and benefit of the child.
  - Under the AML/CTF Act, children may be identified by supplying either their original birth certificate or an original letter from their school signed by the Principal which was issued within the last 3 months.
  - Generally an adult is required to be a signatory to this account; they will also have to provide their identification to become a shareholder of BankWAW.
  - Upon reaching the age of 13, the account will be changed to an S58 Youth Saver account. At this time, the signatories to the S54 account will be advised of the changeover and the need to review the signatory arrangements on the S58 account.
  - Access to Internet Banking is read only – no exceptions.
  - This account has a bonus interest feature.
- **S55 – Everyday Transact:** A transaction account that provides the user with unlimited transactions for a monthly fee; the monthly fee will be waived by BankWAW when at least $2,000 a month is deposited.
- **S56 – Mortgage Offset:** This account is a transactional account that can only be used in conjunction with eligible home loan accounts. The S56 account does not pay interest; instead interest on the loan is calculated on the balance owing on the loan minus the credit balance of the offset account.

  Once the Home Loan associated with the S56 has been closed, the S56 savings account will also be closed and any credit balance in the S56 at that time will be transferred to an S55 Everyday Transact account.
- **S57 – Youth Transact:** A fee-free transaction account available for people aged 13-25 years of age. Card access is restricted to the account holder only and not to the Authority to Operate. No additional card will be issued to authorised signatories. Upon reaching the age of 26, the account will be changed to an S55 Everyday Transact account.
- **S58 – Youth Saver:** A fee-free savings account available for people 13-25 years of age. No card access. This account has a bonus interest feature. Upon reaching the age of 26, the account will be changed to an S51 Everyday Saver account.

- **S60 – Disability Support:** This account is specifically designed for those persons currently registered with a disability under State or Federal law, who directly credit their Disability Support Pension (DSP) funds to this account. Confirmation is required that Government payments are DSP funds.

  BankWAW reserves the right to remove account access should these conditions not be maintained. Card access is restricted to the account holder only and not to the Authority to Operate. No additional card will be issued to authorised signatories.
- **S61 – Business Saver:** An online savings account accessed via Internet Banking and Mobile Internet Banking, which pays a competitive rate of interest on deposits for businesses holding an eligible S63 - Business Transact account.
- **S62 – Business Basic:** A basic business account with no monthly fee. User pays for transactions made each month.
- **S63 – Business Transact:** A business transaction account that provides the user with unlimited transactions for a monthly fee.
- **S64 – SMSF eSaver:** An online savings account accessed via Internet Banking and Mobile Internet Banking that acts as a holding account for owners of Self-Managed Superannuation Funds. A competitive rate of interest is paid on deposits.
- **S65 – Pension Plus:** A savings and transaction account specifically for retirees over 55 years of age who directly credit their Age Pension or Superannuation. Twelve free transactions each month.
- **S66 - Club & Community Transact:** A fee-free transaction account designed for non-profit community groups, clubs and societies.
- **S67 – Club & Community Saver:** A fee-free online savings account designed for non-profit community groups, clubs and societies.
- **S8 – Sub-Transact:** A flat-fee account designed for customers who wish to have an additional transaction account with electronic and over-the-counter access. This account does not have a debit card attached to it.

BankWAW also has a number of discontinued accounts. For information about those products, please refer to the Discontinued Accounts Features, Fees and Charges Schedule.

Summary of Accounts, Facilities and Transaction Limits

Account name	S50 Line of Credit	S51 Everyday Saver	S52 Bonus Saver	S53 Christmas Saver	S54 Star Saver	S55 Everyday Transact	S56 Mortgage Offset	S57 Youth Transact	S58 Youth Saver
Funds at call	✓	✓	✓	1 Nov – 15 Jan	✓	✓	✓	✓	✓
Minimum balance	$0	$0	$0	$0	$0	$0	$0	$0	$0
Credit interest paid	N/A	Monthly	Monthly	31 Oct	Monthly	Quarterly	N/A	Monthly	Monthly
Overdraft interest charged	Monthly	N/A	N/A	N/A	N/A	Monthly	N/A	N/A	N/A
Interest paid on tier balance									
Interest paid on full balance		✓	✓	✓	✓	✓		✓	✓
Bonus Interest / Min monthly deposit	✓		✓ $250		✓ $20				✓ $50
Up to 9 sub-transact accounts for a flat fee						✓	✓		
Future payments & direct debits	✓	✓	FP only			✓	✓	✓	✓
Direct credits	✓	✓	✓	✓	✓	✓	✓	✓	✓
Visa Debit card	✓					✓	✓	✓	
BPAY	✓	✓	✓			✓	✓	✓	✓
Osko / NPP	✓	✓	✓	✓		✓	✓	✓	✓
Internet Banking	✓	✓	✓	✓	View only	✓	✓	✓	✓
Mobile App	✓	✓	✓	✓	✓	✓	✓	✓	✓
Third party costs debited	✓	✓	✓	✓		✓	✓	✓	✓
BankWAW fees and charges	✓	✓	✓	✓		✓	✓		
Max daily cash withdrawal	$3,000	$0	$3,000	$3,000	$1,000	$3,000	$3,000	$1,000	$1,000
Statement frequency	Monthly	Bi-annual	Bi-annual	Bi-annual	Bi-annual	Bi-annual	Bi-annual	Bi-annual	Bi-annual

Account name	S60 Disability Support	S61 Business Saver	S62 Business Basic	S63 Business Transact	S64 SMSF Saver	S65 Pension Plus	S66 Club & Community Transact	S67 Club & Community Saver	S8 Sub-Transact Account
Funds at call	✓	✓	✓	✓	✓	✓	✓	✓	✓
Minimum balance	$0	$0	$0	$0	$0	$0	$0	$0	$0
Credit interest paid	Quarterly	Monthly	Monthly	Monthly	Monthly	Monthly	Quarterly	Monthly	Quarterly
Overdraft interest charged	N/A	N/A	N/A	Monthly	N/A	Monthly	Monthly	N/A	Monthly
Interest paid on tier balance						✓			
Interest paid on full balance	✓	✓	✓	✓	✓		✓	✓	✓
Bonus interest / Min monthly deposit									
Up to 9 sub-transact accounts for a flat fee				✓					
Future payment & Direct debit	✓	✓	✓	✓	✓	✓	✓	✓	✓
Direct credits	✓	✓	✓	✓	✓	✓	✓	✓	✓
Visa Debit card	✓		✓	✓		✓	✓		
BPAY	✓	✓	✓	✓	✓	✓	✓	✓	✓
Osko / NPP	✓	✓	✓	✓	✓	✓	✓	✓	✓
Internet Banking	✓	✓	✓	✓	✓	✓	✓	✓	✓
Mobile App	✓	✓	✓	✓	✓	✓	✓	✓	✓
Third party costs debited	✓	✓	✓	✓	✓	✓	✓	✓	✓
BankWAW fees and charges		✓	✓	✓	✓	✓			✓
Max daily cash withdrawal	$3,000	$5,000	$3,000	$5,000	$5,000	$3,000	$3,000	$0	$3,000
Statement frequency	Monthly	Bi-annual	Monthly	Monthly	Bi-annual	Monthly	Monthly	Bi-annual	Bi-annual

Section 22 – Term Deposits

- BankWAW accepts lodgement of monies on term deposit of a fixed amount (at least $1,000) for a fixed term at a fixed interest rate.
- The minimum term is 3 months and the maximum term is 2 years.
- There are no account-keeping fees.
- Interest is calculated on the daily balance.
- Interest payments and principal repayments may be made directly to an account with BankWAW; or electronically to another financial institution.
- Interest will be paid annually, or if the term is less than 12 months then on maturity.
- Deposit interest paid will reflect the number of days in the interest payment period.
- Matured term deposits for which written/disbursement instructions are not given to BankWAW will be reinvested on maturity for the same term and interest payment frequency that it was originally invested for. The interest rate will be the rate applicable on the day of maturity.
- In the absence of maturity instructions and where a deposit cannot be renewed due to a change in conditions contrary to those originally applying to the deposit, the deposit will be renewed for a similar term.
- You have a right to early withdrawal of the term deposit in whole or in part, but only on giving written notice. BankWAW shall have the right to adjust the interest rate on the amount withdrawn to 0.01% at the date of the written request. The reduced interest rate will apply to the amount withdrawn early from the commencement of the term until the date of early withdrawal. This rate reduction may require a reduction in the amount repaid to adjust for interest already paid.
- If a partial redemption of a term deposit reduces the amount below the threshold for that investment product, BankWAW shall have the right to redeem the full term deposit and load the remaining balance in an investment product applicable to that amount. BankWAW will notify the customer about the changes to the term deposit arrangements.
- BankWAW reserves the right to refuse a customer's request for the early redemption of a term deposit where the only purpose is to re-invest those same funds to obtain a higher interest rate.
- Deceased accounts do not incur an interest rate penalty.
- The Financial Claims Scheme was established by the Government to protect depositors of authorised deposit-taking institutions (banks, credit unions and building societies) against potential loss due to the failure of these institutions, and each depositor may be entitled to a payment up to the Scheme limit of $250,000. Information about the Scheme can be obtained from the Australian Prudential Regulation Authority website at http://www.apra.gov.au and the APRA hotline on 1300 55 88 49.

Farm Management Deposits

- Terms and conditions available on application.

Interest Paid Monthly

- BankWAW accepts lodgement of monies on an Interest Paid Monthly deposit of a fixed amount (at least $5,000) for a fixed term at a fixed interest rate.
- The minimum term is 6 months and the maximum term is 2 years.
- There are no account-keeping fees.
- Interest rates vary according to the term or amount of the deposit.
- Interest is calculated on the daily balance.
- Interest payments are made to an associated BankWAW account each month following the date of lodgement.
- Principal repayments may be made directly to an account with BankWAW, or electronically.
- Deposit interest paid will reflect the number of days in the interest payment period.
- A matured Interest Paid Monthly deposit for which written disbursement instructions are not given to BankWAW will be renewed from its maturity date for the same term and interest payment

frequency for which it was originally invested. The interest rate will be the rate applicable on the day of the maturity.

- You have a right to early withdrawal of the term deposit in whole or in part, but only on giving written notice. BankWAW shall have the right to adjust the interest rate on the amount withdrawn to 0.01% at the date of the written request. The reduced interest rate will apply to the amount withdrawn early from the commencement of the term until the date of early withdrawal. This rate reduction may require a reduction in the amount repaid to adjust for interest already paid.
- If a partial redemption of a term deposit reduces the amount below the threshold for that investment product, BankWAW shall have the right to redeem the full-term deposit and load the remaining balance in an investment product applicable to that amount. BankWAW will notify the customer about the changes to the term deposit arrangements.
- BankWAW reserves the right to refuse a customer's request for the early redemption of a term deposit where the only purpose is to re-invest those same funds to obtain a higher interest rate.
- Deceased accounts do not incur an interest rate penalty.

Section 23 – ePayment Liability

- You are not liable for any loss from an ePayment not authorised by you in the following circumstances:
  - where it is clear that you did not contribute to the loss; or
  - if the transaction occurs after you tell us that the debit card or digital wallet has been misused, lost or stolen or that PIN security has been breached; or
  - if it is caused by fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements, or Merchants linked to the ePayment system, or their employees or agents; or
  - if the debit card used is forged, faulty, expired or cancelled; or
  - if the loss occurred before you received your debit card and PIN; or
  - if a transaction is incorrectly debited more than once to the same facility; or
  - if the unauthorised transaction is made using an identifier without a pass code or debit card, unless a debit card was used without a PIN being required and there was unreasonable delay in reporting the theft or loss of the debit card or digital wallet.
- You are liable for any loss from an ePayment not authorised by you if you contribute to the loss through fraud or breach of pass code security requirements. Pass code security requirements apply where one or more pass codes are needed to perform a transaction. They will be breached if:
  - you voluntarily disclose the pass code to anyone; or
  - you write the PIN (pass code) on your debit card or, without making a reasonable attempt to disguise the PIN, you keep a record of the PIN with the debit card or digital wallet in circumstances where it will be stolen simultaneously with the debit card or digital wallet: eg the written record is kept in the same location as the debit card or digital wallet; or
  - you act with extreme carelessness in failing to protect the security of your pass code; or
  - you select for your pass code a numerical sequence that represents your birth date or an alphabetical sequence that is recognisable as your name.
- You will be liable for the loss that occurs prior to the reporting of the theft, loss or misuse of the debit card or digital wallet, or breach of pass code security requirements.
- You will be liable for losses from unauthorised transactions that occur because you have left your debit card in an ATM, providing that the ATM incorporates reasonable safety standards, eg the ATM requires the debit card to be swiped and removed for the transaction to commence or the ATM captures the debit card when not removed.
- If a loss has occurred where a pass code was required to perform an unauthorised transaction and it is unclear that you contributed to the loss, you will be liable for the least of:
  - $150 or a lower figure determined by us;
  - the balance of the account it was agreed you could access; or

- the actual loss at the time of the reporting of the theft, loss or misuse of the debit card or digital wallet, or breach of pass code security requirements;

- If you suffer any consequential damage arising from a malfunction or breakdown of an ATM/eftpos device, and you should have reasonably been aware that the Terminal was malfunctioning or unavailable for use, our liability is limited to the correction of any errors on your account and the refund of any charges or fees imposed on you as a result.
- If we, our employees or our agents do not follow the above clauses in relation to liability, or the procedures for disputes in relation to an ePayment, and this prejudices the outcome of your complaint or results in unreasonable delay in its resolution, we will be liable for the full amount of the transaction which is the subject of your complaint.

Section 24 – Visa Debit Cards

- You may apply to have a Visa Debit card issued by BankWAW for accounts eligible for this payment facility as listed in Section 21 (Savings and Transaction Account Definitions). The issue of a debit card or linking a debit card to an account is at our discretion.
- You may apply to have a person authorised to operate on your account with a Visa Debit card by executing an Authority to Operate. We will not allow a person to have access to your account unless his or her identity has been verified in accordance with procedures prescribed by the AML/CTF Act 2006 and any other identification procedures we require. Approval is at our discretion. If we approve your application, then while the authority is in force you are responsible and liable for all transactions carried out by the use of a debit card on your account by that authorised person.
- You should ensure that any person authorised to use a Visa Debit card on your account has read the Terms and Conditions relating to the use of the card.
- You may request the cancellation of the authority to operate on your account. You can do this at any SC.
- Generally, Visa Debit cards are mailed directly to your mailing address last recorded on our database.
- The Visa Debit card:
  - must be signed by the person to whom it is issued and is not valid unless it has been signed by that person;
  - must not be used by anyone other than the person to whom it is issued; and
  - cannot be used after the expiry date shown on its face or when the debit card has been suspended or cancelled by us.
- A Visa Debit cardholder must not disclose the pass code to another person.
- If a Visa Debit card has been cancelled, we may call on you to collect the debit card and it must be given to us.
- For security reasons, we may require identification to verify the identity of a Visa Debit cardholder if a debit card is used to request a withdrawal from an account.
- We own all Visa Debit cards we issue. If we are notified that a Visa Debit card has been lost or stolen, we may decline authorisation for any transaction afterwards or implement procedures to have a debit card retained by our staff or by an ATM/eftpos device. If this happens, the Visa Debit cardholder and the account holder have no claim for any loss suffered by the cancellation, retention or any failure to replace the Visa Debit card.
- We have no liability to any Visa Debit cardholder if an ATM/eftpos device or a Merchant does not accept a debit card.
- We do not give any warranty for goods or services obtained from a Merchant by use of a Visa Debit card.
- Merchants or other institutions may impose restrictions on the use of a Visa Debit card in addition to our Terms & Conditions.

- A Visa Debit cardholder must notify us as soon as possible if his or her debit card is lost or stolen or the PIN has become known, or any unauthorised ePayment has occurred on the account for which the debit card is used. You can tell us by phoning 1300 368 555, or by phoning the debit card Lost and Stolen Hotline on 1800 648 027.
- When the Hotline is notified, you will be given a number as evidence of the notification. You must give all the information you have about the reported loss, theft or misuse.
- If a Visa Debit card which has been reported lost or stolen is recovered, you must notify us by contacting one of our SCs and, if we require, you must return the debit card.
- All Visa Debit cards that have been captured by an ATM will be removed and destroyed.

Activating Visa Debit Cards

When a new Visa Debit card is ordered, the customer will receive the PIN and the new card in separate mailings. When both have been received, they should be taken to the nearest SC for the card to be activated. The card can also be activated by phoning the Contact Centre on 1300 368 555, or via Internet Banking.

Visa Debit Card Features

- Access funds at eftpos terminals Australia-wide.
- Access funds at ATMs Australia-wide.
- Access to funds 24 hours a day, 7 days a week.
- Daily limit for withdrawals of $1,000.00 when 'savings' or 'cheque' is selected.
- Funds available for access are limited to the balance available in the linked account(s).
- Make purchases or pay bills using the phone or the internet.
- Use the Visa Secure service to make online purchases with improved security, from participating merchants. This will be subject to you providing verifying information when requested. We may cancel this service temporarily or permanently without notice.
- Use the payWave function to make payments without entering a PIN. A limit of $100.00 per transaction and $500.00 per day applies to this function. We can turn this function off at your request. (Notice will be provided if these limits are changed).
- Use the Click to Pay function to make payments through the express online checkout at participating merchants without manually entering card details.
- The total balance of funds in the linked account(s) can be accessed if the 'credit' button is selected (identification requirements and withdrawal limits may be imposed by institutions).
- Transact overseas where Visa Debit cards are accepted.
- Transactions made using the Visa Debit cards can be viewed on the statements for the linked account(s) or via the Internet Banking transaction record for the linked account(s). Statements of account will be sent on at least six-monthly intervals.

Guidelines for Ensuring the Security of your Card and Pass Code:

- Sign the card as soon as you receive it;
- Keep the card in a safe place;
- If you change the PIN, you must not select a PIN that is easily recognisable as a birth date, part of the card number, part of your name, your postcode, or an easily understood code;
- Memorise the PIN where possible, and never write the PIN on the card or on anything that is kept with or near the card, such as a wallet;
- Never allow anyone to use your card;
- Never tell or show the PIN to another person or otherwise act with extreme carelessness regarding the security of the PIN;
- Immediately notify us of any change of address;
- Check for unauthorised use of your card by reviewing your statement of account immediately upon receiving it, or viewing your account's transaction record via Internet Banking.

Liability for Unauthorised Use of your Card / Reporting Problems with your Card

- Immediately report the loss, theft, PIN disclosure or unauthorised use of your card to:

BankWAW	**–**	**1300 368 555 – 8.00am to 6.00pm**
or		
The Visa Card Hotline	**–**	**Australia wide toll free 1800 648 027**
		Overseas toll free +61 2 8299 9101

You must provide all information about the loss, theft, PIN disclosure or unauthorised use of your card.

- Written details of transactions you believe to be unauthorised should be sent to:

  By post: The Fraud Manager
  BankWAW
  PO Box 568
  Wodonga Vic 3689

  Or

  By email: fraud@bankwaw.com.au

- Your liability for unauthorised transactions initiated with and without a PIN will be determined in accordance with the ePayments Code (found at http://asic.gov.au/for-consumers/codes-of-practice/epayments-code/). You may be liable for unauthorised transactions if you have contributed to the loss by failing to comply with the guidelines for the security of your card and PIN.

Visa Debit Card Scheme Procedures for Disputed Transactions

In addition to disputing transactions you did not authorise, you can dispute a transaction with a merchant if you did not receive the goods or service, or the payment amount is disputed. Visa transactions can be investigated to identify if you have rights to obtain a refund. These rights do not apply to BPAY transactions, eftpos transactions using 'savings' or 'cheque', or direct debits using the BSB and account number.

The Visa Card Scheme imposes time limits to investigate disputed transactions; therefore, you must report the disputed transaction as soon as possible. There is no certainty that Visa dispute rights will exist if a report is more than 90 days after the disputed transaction. We will then process your Visa dispute claim upon receipt of the report. The time period for the claim varies between 30 and 60 days, depending on the dispute. Where applicable, your rights under the ePayments Code will override any time limit restrictions imposed by the Visa dispute procedures.

Issuing Visa Debit Cards, including Additional Cards

You may have a Visa Debit card if you are at least 13 years of age. Your card will be able to access funds from your linked account(s) in accordance with the terms and conditions of this section. Subject to the same terms and conditions, you may nominate any person to receive an additional card that is to be linked to the same account(s) as your card. You agree that:

- The additional cardholder may use the additional card in every way that you are able to use your card;
- You are responsible for the operation of your account, including all card-initiated purchases or cash withdrawals from your account;
- The additional cardholder can obtain information about your account;
- The additional cardholder must care for the additional card and PIN as specified in this section;
- You may cancel the authority of the additional cardholder by giving us written notice of this request and returning the additional card to us;
- Each card remains our property. We may, at any time, issue a replacement card and PIN and require the destruction or return of any existing card;

- We may at any time cancel any existing card that is not operating in accordance with the requirements of this section. We may require you to perform an action you have not previously fulfilled or we may undertake the action in your name and debit your account as required.

Visa Debit Cards linked to Joint Accounts

If joint accountholders each hold a Visa Debit card linked to a joint account, each of you is jointly and severally liable under these terms and conditions.

Use of Visa Debit Cards

Use of a card is an irrevocable order by you to process a transaction which can include a debit to your linked account(s) for purchases, cash withdrawals, or any amounts you instruct us to pay under any credit contract.

When a Visa Debit card is used for transactions outside Australia, all charges, purchases and cash withdrawals will be converted to the Australian (Billing) currency. All transactions made overseas on the Visa Debit card are subject to an exchange rate between the Transaction Currency and the Billing Currency, at the wholesale market rate selected by Visa. The currency conversion fee is listed in the Transaction Fees & Charges Schedule.

Click to Pay

Click to Pay is Visa's express online checkout experience that allows cardholders to make payments with an eligible Visa card at participating merchants without manually entering card details.

BankWAW customers having a current mobile phone number or email address are automatically enrolled in the Click to Pay service. Customers can choose to opt-out of the service by contacting BankWAW and requesting this.

Click to Pay may automatically populate checkout details at participating merchants. Cardholders warrant that their details are accurate, that they are authorised to use the card, and agree not to misuse or interfere with the service.

Visa may update Click to Pay scheme or service terms from time to time. Continued use indicates acceptance.

International Funds Transfer Instruction (IFTI) reporting to AUSTRAC

International Funds Transfer Instruction (IFTI) reporting to AUSTRAC will occur for Visa Debit Card cross-border funds transfers, i.e., inward bound overseas payments to the Visa Debit Card.

Cuscal will report receiving Visa cardholder data (Card Number – PAN, name and address) for inward Visa Debit Card cross-border funds transfers. Cuscal will ensure all cardholder data is securely maintained in line with PCI DSS requirements.

Regular Payment Arrangements – Visa Debit Card

We recommend that you maintain a record of any regular payment arrangements you make with a merchant. To change or cancel such an arrangement, we recommend that you notify the merchant directly and a copy of this notification should be kept. Until the notification is given to the merchant, we must accept the merchant's transaction. If the merchant does not follow your instructions, the transaction can be disputed.

Fees & Charges

We may debit your account with the fees and charges specified in our Transaction Fees & Charges Schedule. The fees and charges we impose will be recorded on your account.

Merchants may charge a fee for using 'credit'.

We may debit your account for any Government charges or duty on receipts or withdrawals.

Liability for System or Equipment Malfunction

Where you or an additional cardholder should be aware that any system or equipment is malfunctioning where a card is used, our responsibility is limited to correcting errors in the account and to refunding any fees or charges improperly imposed upon you as a result.

Section 25 – BPAY Terms and Conditions

You may choose to access our BPAY facility by

- accessing our website www.bankwaw.com.au, or
- transacting over the counter at any SC.

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

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

Using BPAY

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

Processing of BPAY Payments

- A BPAY Payment instruction is irrevocable. Except for future-dated payments, you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- 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.
- A BPAY Payment is treated as received by the Biller to whom it is directed:
  - on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and
  - otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.
- Notwithstanding this, a delay may occur processing a BPAY Payment if:
  - there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
  - you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day; or
  - a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.

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

Future-Dated BPAY Payments

You may arrange BPAY Payments up to 60 days in advance of the time for payment. If you use this option, you should be aware that:

- You are responsible for maintaining, in the account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments, and any other drawings, on the day(s) you have nominated for payment or, if the account is a credit facility, there must be sufficient available credit for that purpose.
- If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY Payment will not be made, and you may be charged a dishonour fee.
- You are responsible for checking your account transaction details or account statement to ensure the future-dated payment is made correctly.
- You should contact us on 1300 368 555 if there are any problems with your future-dated payment.
- You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY Payment on or after that date.

BPAY Transaction Limits

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

Refusing BPAY Payment Directions

You acknowledge and agree that:

- 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
- 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.

Security Breaches

- We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
  - you become aware of any delays or mistakes in processing your BPAY Payment;
  - you did not authorise a BPAY Payment that has been made from your account; or
  - you think that you have been fraudulently induced to make a BPAY Payment.
- If you think that the security of your Access Method has been compromised, you should notify us immediately and at any time by calling us on 1300 368 555 or by emailing contactcentre@bankwaw.com.au

- If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or password, you should change that code. If the security of an Access Method such as a card has been compromised, you should contact us to cancel the card.
- We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

Your Liability for BPAY Payments

- You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your account with us.
- If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.
- You are not liable for losses caused by unauthorised BPAY Payments:
  - where it is clear that you have not contributed to the loss;
  - that are caused by the fraudulent or negligent conduct of employees or agents of:
    - us;
    - any organisation involved in the provision of BPAY; or
    - any Biller;
  - relating to a forged, faulty, expired or cancelled Access Method;
  - resulting from unauthorised use of the Access Method:
    - before you receive that Access Method; or
    - after you notify us that your Access Method has been misused, lost or stolen or used without your authorisation; or
  - that are caused by the same BPAY Payment being incorrectly debited more than once to your account.
- You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
  - your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure;
  - unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.
- However, you will not be liable for:
  - the portion of the loss that exceeds any applicable daily or periodic transaction limits;
  - the portion of the loss on your account which exceeds the balance of your account (including any prearranged credit); or
  - all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.
- Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
  1. $150;
  2. the balance of your account, including any prearranged credit; or
  3. the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your account).

- You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the BPAY Terms and Conditions or acted negligently or fraudulently under this agreement.
- If you notify us that a BPAY Payment made from your account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.
- Notwithstanding any of the above provisions, your liability will not exceed your liability under the ePayments Code of Conduct.

Consequential Damage

- 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.
- 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.

Resolving Errors on Account Statements

- All BPAY Payments and applicable fees will be recorded on the account statements of the Accounts to which they are debited.
- You should check all entries on your account statements carefully.
- If you believe a BPAY Payment is incorrect refer to section 19,23 and 24

Cancellation of BPAY Access

- You may cancel your access to BPAY at any time by giving us written notice.
- 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.
- 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.
- 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.
- Your access to BPAY will be terminated when:
    - we notify you that your Access Method or the account with us has been cancelled;
    - you close the last of your Accounts with us which has BPAY access;
    - you cease to be a shareholder of BankWAW; or
    - you alter the authorities governing the use of your account or Accounts with BPAY access (unless we agree otherwise).

Section 26 – New Payments Platform (NPP)

The NPP is the core system that allows accountholders to make and receive electronic payments in near-real time (typically in less than one minute) between BankWAW and other participating Authorised Deposit-Taking Institutions 24/7, 365 days a year, via Internet Banking and Mobile App.

- If you wish to access and use the NPP with your BankWAW account, you must:
    - be registered for Internet Banking;
    - be registered for SMS OTP – you cannot use the NPP without this security measure.
- Payments may be made or received via the NPP using only the account and BSB numbers.

- If you wish to, you can register an identifier, known as a PayID, to an account that is to be used for Osko payments -
    - You can use PayID to make Osko payments to external accounts linked to the NPP;
    - Your PayID can be used to receive Osko payments from external accountholders linked to the NPP.

When creating a PayID, you can register:

- a mobile phone number; or
- an email address; or
- an organisation name (business accounts only); or
- an ABN (business accounts only).

You must use Internet Banking to complete the registrations that allow access to the NPP. The only exception to using the Internet Banking registration process for the NPP is when business accountholders (excluding sole traders) wish to register a business name or ABN for their PayID. This must be done over the counter at any Service Centre.

A payment via the NPP will not be completed unless the receiving account is also registered to access the NPP.

Section 27 – PayTo

- PayTo is a digital payments service that can be used by payers to pre-authorise on-off or recurring real-time payments from their bank account. Merchants can offer PayTo as an alternative payment method for a variety of products and services, such as subscriptions, online or in-app purchases. You can manage all of the payments coming out of your bank account within BankWAW Internet Banking or Mobile Banking App.
- PayTo allows payers to establish and authorise payment agreements with merchants or payment initiators who offer PayTo as an option.

Creating a Payment Agreement

- You can set up a payment agreement with a merchant or payment initiator that offers PayTo as a payment option by providing them with an NPP PayID you have created for your Account or the BSB and account number for your Account. You are responsible for ensuring that the PayID or BSB and account number you provide the merchant or payment initiator are correct.
- Only one person is needed to authorise a PayTo agreement on a joint account.
- If you agree to set up a payment agreement, the merchant or payment initiator will create the payment agreement in the mandate management system through their financial institution or payments processor and BankWAW will be notified.
- After we receive notification that a new payment agreement has been created for your Account, BankWAW will notify you will the details of the payment agreement and ask you to confirm your approval of the payment agreement through Internet Banking or Mobile Banking App.
    - You may approve or decline any payment agreement at your discretion, and we will record whether you approved or declined the payment agreement in the Mandate Management System (MMS);
    - If a payment agreement required your confirmation within a timeframe stipulated by the merchant or payment initiator, and you did not provide confirmation within that timeframe, that payment agreement may be withdrawn by the merchant or payment initiator;
    - If you tell us that you approve a payment agreement it will be active once we record our approval in the MMS. Payment requests may be acted upon immediately upon approval, so do not approve a payment agreement unless you are sure all of the details are correct.
    - If you think the payment amount, frequency or any other detail present in a payment agreement are incorrect, you should decline the payment agreement and contact the

merchant or payment initiator to have them resubmit a new payment agreement with the correct details.

PayTo Payments

- BankWAW will process payment instructions we receive from a merchant or payment initiator only if you have authorised the associated payment agreement.
  - By authorising a payment agreement, you instruct us to make PayTo payments from your Account in accordance with the payment agreement each time a PayTo Payment is requested by the merchant or payment initiator who is a party to the payment agreement, or their financial institution or payment processor.
  - It is your responsibility to ensure you have sufficient funds in your Account to process each PayTo payment.
  - BankWAW is not required to make a PayTo payment if there are insufficient cleared funds in your account at the time the PayTo payment is requested.

Amending a Payment Agreement

- A payment agreement may be amended by the merchant or payment initiator from time to time.
- If we are notified that a merchant or payment initiator seeks to amend a payment agreement, we will notify you of the amendment through Internet Banking or our Mobile Banking App, and request that you approve or decline the amendment.
  - You may approve or decline an amendment request presented for your approval.
  - We will record whether you approved or declined the payment agreement amendment requested in the MMS,
  - If you approve an amendment request, the amendment will be active once we record your approval through the MMS.
  - If you decline a payment agreement amendment request, the payment agreement will not be affected by the amendment request and will continue as if the amendment request had not been submitted.
  - If you think the payment amount, frequency or any other detail presented in a payment agreement amendment provided for approval is incorrect, you should decline the amendment request and contact the relevant merchant or payment initiator to have them resubmit a new amendment request with the correct details. BankWAW cannot change the details in an amendment request.
  - If you do not respond to a Payment Agreement amendment request within 5 calendar days, it will expire and it will be treated as being declined by you.
- You may instruct us to amend your name, PayID or BSB and account details in a payment agreement.
  - Account details may only be replaced with a PayID or BSB and account number of an eligible account you hold with us.
  - If you wish to amend the account details to refer to an account with another financial institution, you must cancel the payment agreement and contact the merchant or payment initiator to create a new payment agreement with the new account details.
  - BankWAW may decline to act on your instruction to amend your payment agreement if we are not reasonably satisfied that your request is legitimate.
  - You may not request us to amend the detail of the merchant or payment initiator, or another party.

Pausing or Resuming a Payment agreement

- You can pause a payment agreement, or resume a paused payment agreement, through our BankWAW Internet Banking or Mobile Banking App.

- We will act on your instruction to pause or resume a payment agreement by updating the MMS. The merchant or payment initiator who is a party to the payment agreement will be notified each time you pause or resume a payment agreement.
- A payment agreement may also be paused or resumed by the relevant merchant or payment initiator. We will notify you each time we are notified that a payment agreement is paused or resumed by the merchant or payment initiator.
- While a payment agreement is paused, we will not process any PayTo payment requests pursuant to the payment agreement, until the paused payment agreement is resumed.

Transferring a Payment Agreement

- It is not possible to transfer a payment agreement between BankWAW accounts and accounts with another financial institution.
  - If you want to change a payment agreement to an account with another financial institution, you must contact the merchant or payment initiator to create a new payment agreement with the new account details.

Cancelling a Payment Agreement

- You can cancel a payment agreement at any time through our BankWAW Internet Banking or Mobile Banking App, or by contacting us.
  - We will act on your instruction to cancel a payment agreement by updating the MMS, and the merchant or payment initiator will be notified that the payment agreement has been cancelled.
  - A payment agreement may be cancelled by the merchant or payment initiator. We will notify you through our BankWAW Internet Banking or Mobile Banking App if we are notified that a payment agreement has been cancelled by the merchant or payment Initiator.
  - We will not process any PayTo payment requests we receive from the merchant or payment Initiator pursuant to a payment agreement after it has been cancelled.
- You must ensure that you understand the consequences of pausing, or cancelling, a payment agreement before you do so and, if necessary, contact the relevant merchant or payment initiator.
- BankWAW will not be responsible for any consequences arising from a pause to a PayTo payment agreement, or any breaches of terms and conditions of your agreement with the relevant Merchant of Payment Initiator.

Migration of Direct Debit Arrangements

- If you have an existing Direct Debit arrangement with a merchant or payment initiator, the merchant or payment initiator may choose to create a payment agreement for the Direct Debit arrangement to process payments as PayTo payments instead of as Direct Debits.
  - If a merchant or payment initiator does this, you will be notified by them that your payments will be processed from your account through PayTo, and you will then have the option of telling the merchant of payment initiator that you do not consent.
  - If you do not notify the merchant or payment initiator that you do not consent to your Direct Debit arrangement being migrated to PayTo, the merchant or payment initiator may create a migrated DDR payment agreement in the Migrated Management Service that reflects the terms of your Direct Debit service agreement, and the payment agreement will be deemed to have been approved by you.
  - BankWAW will not seek your approval of a payment agreement that relates to a migrated DDR.
  - Once the migrated DDR payment agreement has been created by the merchant or payment initiator, it will be possible for the payment agreement to be paused, resumed and/or cancelled in the same way as any other Payment Agreement as set out above.

Disclosure of Information:

- By approving a payment agreement, or migrated DDR payment arrangement, you authorise us to:
  - Collect, use and store your name and account details and other details about you and the payment agreement from and in the MMS;
  - Acknowledge that these details may be disclosed to NPP Australia Limited (who operates the PayTo service), and the financial institution or payment processor for the merchant or payment initiator for the purposes of creating payment instructions and constructing NPP Payment messages, enabling us to make PayTo Payments from your account and for related purposes; and
  - Consent to BankWAW, other financial institutions and payment processors, NPP Australia Limited, merchants and payment initiators using and disclosing such of your personal information as is contained in a payment agreement record in the PayTo Service and as per the NPP regulations and procedures.

General Obligations

- BankWAW will accurately reflect all information you provide to us in connection with a payment agreement in the MMS.
- You must:
  - Ensure that you carefully consider any payment agreement creation request or amendment request made in response of your payment agreement and promptly respond to such requests;
  - Ensure that all information and data you provide to us or any merchant or payment initiator that is authorised to use PayTo is accurate and up-to-date;
  - Not use PayTo to send threatening, harassing or offensive messages to a merchant, payment initiator or any other person;
  - Where we allow you to provide a payment description or reference in connection to a payment agreement you must ensure that it does not contain, refer to, or link to any threatening, harassing or offensive content; information that is sensitive, confidential or personal of any person; anything that infringes the intellectual property rights of any person; or anything which is illegal or promotes illegal activity;
  - Comply with all applicable laws in connection to PayTo;
  - Promptly consider, action or respond to any payment agreement creation request, amendment request or other notification we send you;
  - Immediately notify us if you no longer hold or have authority to operate the account from which payments under a payment agreement you have approved, or permitted to be created, are being made, or are to be made;
  - Promptly notify us if you receive a payment agreement creation request or amendment request or become aware of PayTo payments being processed from your account that you are not expecting, or experience any other activities that appear suspicious fraudulent or erroneous;
  - Promptly notify us if you become aware of a PayTo payment being made from your account that is not permitted under the terms of your payment agreement or that was not authorised by you; and
  - Comply with any direction we give you where doing so is necessary for us to comply with our obligations relating to PayTo including under the NPP regulations and procedures.
- You are responsible for complying with the terms of any agreement that you have with the merchant or payment initiator who is a party to a payment agreement (including any payment and notice giving obligations or termination requirements) and for dealing with the merchant or payment initiator in relation to any concerns or complaints you have in relation to any goods or services relating to the Payment Agreement.

- From time-to-time BankWAW may request that you confirm one or more of your payment agreements are accurate and up-to-date. If you fail to action or respond to any such request, we may pause the relevant payment agreement(s).
- We may monitor your payment agreements for misuse, fraud and security reasons.
    - You acknowledge and consent to us pausing or cancelling all or some of your payment agreements if we reasonably suspect misuse, fraud or security issues.
    - We will promptly notify you if we pause or cancel a payment agreement for these purposes but only if we are legally permitted to do so.
    - You must promptly notify us to any notification that you receive from us regarding the pausing or cancellation of a payment agreement for misuse, fraud or for any other reason. If you notify us of a PayTo payment being made from your account that is not permitted under the terms of your payment agreement or that was not authorised by you and you submit a claim, we will acknowledge your claim within 1 business day and provide formal response within 30 business days. If the claim is founded, we will refund the PayTo payment to your account.

Liability for PayTo

- To the maximum extent permitted by law, we will not be liable to you or any other person for any loss suffered as a result of:
    - Processing PayTo payments under a payment agreement which you have approved or are deemed to have approved;
    - You failing to properly consider or promptly respond to any payment agreement creation request or amendment request we send you;
    - You failing to properly consider and action any notification we send you in relation to any payment agreement;
    - You or a merchant or payment initiator pausing, resuming or cancelling a payment agreement; or
    - Any delay or failure in respect of a payment agreement or a PayTo payment being processed due to the unavailability or failure of the PayTo service,
    - Except to the extent such loss is caused by BankWAW failing to comply with our obligations relating to PayTo under these Terms and Conditions.

Section 28 - Confirmation of Payee (CoP).

- The Confirmation of Payee service enables you to verify that the account name matches the BSB and account number to which you intend to make a payment.

Conducting a Confirmation of Payee lookup.

- For a payment using a BSB and account number, it is your responsibility to ensure that the BSB and account number you want to pay to is correct. The Confirmation of Payee Service may provide you with a view on the likelihood that the account name you enter matches the account. If the CoP Service response indicates that the details do not look right, you should check the account details with the intended recipient before proceeding with the payment.
- You must not misuse the CoP Service in breach of these terms and conditions. We may limit or suspend your use if we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activities that might cause you or us to lose money.

Privacy

- We will ensure your Account details are accurately recorded by us for the use of the CoP Service.
- You acknowledge and authorise:
    - Us to use and disclose your Account details in the CoP service; and
    - Payers' financial institutions to use your Account details for the purpose for the CoP service and prior to making payments to you.

- To the extent your Account details and the use of your Account details constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use.
- At BankWAW's discretion we may permit individuals (not business customers) to opt-out of the CoP service in very limited circumstances. Please contact BankWAW if you wish to op-out of the CoP on an Account.
    - Opting out may adversely impact your banking experience and cause delays when receiving or sending payments (e.g. you may no longer be able to receive or send real time payments).
    - BankWAW is not liable for any loss you suffer (including consequential loss) in connection with your opting out.
- Notwithstanding opt-out of the CoP Service, you nonetheless acknowledge and authorise us to confirm, disclose, store and use your account details through the CoP service to Government agencies for the purposes of government agencies to make payments to you by Government agencies.
- You may provide alternative names to be recorded on your Account in some circumstances, by contacting BankWAW.

Contact Us

BankWAW

Head office: 11 Stanley Street, Wodonga, 3690
General enquiries: 1300 368 555
Email: contactcentre@bankwaw.com.au
Internet banking: www.bankwaw.com.au
Visa Hotline (for lost and stolen cards): 1800 648 027

Service Centre locations:
Albury · Beechworth · Chiltern · Corryong · Lavington · Myrtleford · Tallangatta · Walla Walla · Walwa · Wangaratta · Wodonga · Yackandandah

ABN: 48 087 651 787
BSB: 803-070
AFSL: 247298
Australian Credit Licence: 247298

BankWAW is the registered business name held by WAW Credit Union Co-operative Ltd.