

# Non-Cash Payment Facilities

## Terms and Conditions 1 November 2018

### Citibank Non-Cash Payment Facilities

1. Citibank Debit Card
2. Citibank Credit Card
3. Cheques
4. Citibank Online (Internet Banking)
5. CitiPhone Banking (Telephone Banking)
6. EFTPOS
7. Periodic Payments
8. Direct Debits
9. Telegraphic Transfers
10. BPAY®



## Important Information and Disclosures

**These Terms and Conditions are for the following Citibank Non-Cash Payment Facilities:**

Citibank Debit Card

Citibank Credit Cards

Cheques

Citibank Online (Internet Banking)

CitiPhone Banking (Telephone Banking)

EFTPOS

Periodic Payments

Direct Debits

Telegraphic Transfers

BPAY®

**It is important that you read the Non-Cash Payment Facilities Terms and Conditions before accessing the Non-Cash Payment Facilities and keep this document in a safe place for future reference. Capitalised terms have the meaning given in clause 1 of Section A of the Terms and Conditions. If there is any inconsistency between the Terms and Conditions and the Account Conditions, the latter will prevail to the extent of the inconsistency.**

**You can contact us 24 hours a day, seven days a week by calling CitiPhone Banking on 13 24 84 (within Australia) or +61 2 8225 0615 (from outside Australia and we will accept the charges). You can also access Citibank Online at anytime by visiting our website [www.citibank.com.au](http://www.citibank.com.au)**

## Product Disclosure Statement

**If a Product Disclosure Statement (PDS) is given to you for an Account that is issued by an entity other than Citigroup Pty Limited, this document is the PDS for the Non-Cash Payment Facilities. This Non-Cash Payment Facilities PDS is to be read together with your Account PDS.**

## Terms and Conditions

**If a PDS is given to you for an Account that is issued by Citigroup Pty Limited, this document and the Schedule of Fees and Charges together with the Account PDS form the PDS for your Account.**

**If a PDS is not given to you for an Account, this document forms the Terms and Conditions of use for the Non-Cash Payment Facilities. These Non-Cash Payment Facilities Terms and Conditions are to be read together with your Account Conditions.**

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# Part I - Features

## ATM

You can have flexible access to your money with your Card at ATMs both:

- in Australia - at all major Australian bank ATMs and for Citibank Debit Card, Australia Post outlets displaying the Bank@Post logo; and
- throughout the world where the relevant Network logo is displayed. You can withdraw cash and obtain Account balances at any of these ATMs.

## EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to your Account using your Card. Depending on the retailer, you may also be able to withdraw cash.

## ATM and EFTPOS Limits

An Australian dollar daily limit applies to ATM and EFTPOS cash withdrawals and purchases within Australia as determined by Citibank (unless you specifically request to change the limit). To view the limits that apply, please visit [citibank.com.au/dailylimits](http://citibank.com.au/dailylimits). Multiple withdrawals may be required at the ATMs of some banks to access the daily limit for cash withdrawals.

## Citibank Online

Citibank Online is available 24 hours a day, seven days a week from anywhere in the world. You can:

- obtain an Account balance and Transaction summary including details of your deposits and withdrawals;
- download a listing of Account activity;

- transfer funds between Accounts. However funds cannot be transferred from a credit card Account to another Account or from a line of credit that is not a mortgage Account to a credit card Account;
- transfer funds from your Account to any other bank account at any bank in Australia;
- transfer funds overseas;
- pay bills using BPAY®;
- set up and change periodic payments;
- view your statements for the last 36 months;
- change your ATM PIN; and
- update your contact details.

Some or all of the banking services that may be accessed through Citibank Online may not be available from time to time due to maintenance or non availability of certain features of Citibank Online. In the event of such unavailability, please call CitiPhone Banking to conduct your banking Transactions.

In order to access Citibank Online, you need to enter (when prompted):

- your Identifier / Card number;
- your Code / PIN; and
- any other Identifier, Code or information which Citibank requires.

You will also need certain minimum computer software and hardware. Please visit [www.citibank.com.au](http://www.citibank.com.au) for the latest information.

You are responsible for maintaining the security of your computer software and hardware and for logging off Citibank Online before leaving the computer you use unattended. Citibank is not responsible for any loss incurred where you have not correctly used Citibank Online or in circumstances beyond Citibank's reasonable control despite reasonable precautions taken by Citibank.

## Citibank Online Limits

Funds transferred from Accounts other than credit card Accounts through Citibank Online or using CitiPhone Banking are subject to a daily limit (unless you specifically request to change the limit). To view the limits that apply please visit [citibank.com.au/dailylimits](http://citibank.com.au/dailylimits).

## CitiPhone Banking

CitiPhone Banking is available 24 hours a day, seven days a week. You can:

- activate your Card;
- obtain your Account balance;
- obtain details of your most recent Account activity including deposits and withdrawals;
- pay bills using BPAY®;
- transfer funds between your Accounts. However funds cannot be transferred from a credit card Account to another Account or from a line of credit that is not a mortgage Account to a credit card Account;
- transfer funds from your Account to any other bank account at any bank in Australia;
- change your TPIN;
- obtain general information, such as current interest rates; and
- speak to a Customer Service Officer for any other matter.

You will need your Identifier and your TPIN to use CitiPhone Banking.

## Telegraphic Transfer

Telegraphic transfers are not available from credit card Accounts. You can use Citibank's telegraphic transfer service to transfer funds between any other type of Account and another local or overseas bank account. Standard telegraphic transfer fees will apply. Please refer to the Account Conditions for details of the fees.

## Cheques

You can make deposits into your Account by mail or at any Australia Post outlet.

To mail your cheque, simply post your cheque together with a deposit slip to:

Citigroup Pty Limited  
GPO Box 40 Sydney NSW 2001

Cheques sent by mail must be in the name of the Account holder or Citigroup Pty Limited followed by your Account number. We do not accept cash.

## Cheque Facilities

If you would like a cheque book, and if it is an available feature of your product, you will need to order one online at [www.citibank.com.au](http://www.citibank.com.au) or call CitiPhone Banking.

## Writing a cheque

A few simple precautions can help minimise the risk of forgery or fraud.

- Do not leave gaps between and within words and figures.
- If there are no cents, write 'only' after the dollar figure.
- If there is unused space, fill it with a horizontal line.
- Write in blue or black ink and never in pencil.
- Never sign a blank cheque.
- If you make an alteration to a cheque, authorise the change with your initials.
- Advise us immediately if any cheques are lost or stolen.
- Keep a record of cheques issued by filling in the details on the cheque book stub.
- If there is a discrepancy between a cheque you have written and your statement, inform Citibank immediately.
- Take care to complete your cheque with an accurate date and your signature.

## **Crossed cheques**

Crossing a cheque means drawing two parallel lines across the face of the cheque from top to bottom, with or without the words 'not negotiable' between them. The cheque may be crossed by the drawer, or anybody in the position of the drawer.

When you cross a cheque you are instructing the negotiating bank to credit a bank account, not cash it over the counter. If a bank does cash a crossed cheque it may be liable for any loss suffered by the true owner.

### **Writing 'not negotiable'**

When written between two parallel lines across the face of a cheque, the words 'not negotiable' protect the 'true owner' should the cheque be lost or stolen.

For example, if a cheque marked 'not negotiable' is stolen and used by the thief to pay for goods, the person supplying the goods would be liable to refund the amount of the cheque to its rightful owner if the thief was unable to be located.

### **Adding 'account payee only'**

Writing 'account payee only' on a cheque has no statutory effect. However, a bank will usually take care to only pay the particular payee or endorsee written on the cheque.

### **The words 'or bearer'**

If an uncrossed cheque without 'not negotiable' written on it has the words 'or bearer' at the end of the line on which you put the name of the person to be paid, the bank must pay to any person in possession of the cheque. If you cross out 'or bearer', the bank must pay the proceeds only to the person whose name is on the cheque, or as he or she directs.

If you insert the words, 'to the order of' in front of the name of the payee (whether or not you also cross out 'or bearer') on an uncrossed cheque, the bank with which the cheque is drawn should only

pay it to:

- the named payee; or
- any other person to whom the named payee has ordered it to be paid by endorsing the cheque.

### **How long does it take to clear a cheque?**

You will generally be able to draw on funds deposited by cheque after three Business Days. For cheques presented to Australia Post you will be able to draw on those funds after between five to seven Business Days from the day of deposit. It will take longer for you to be able to draw on funds deposited by a cheque in a foreign currency.

### **When can a cheque be dishonoured?**

A cheque may be dishonoured where:

- there are insufficient cleared funds in the account of the drawer;
- the cheque is unsigned;
- the cheque is more than 15 months old
- the cheque has been materially altered and the alteration has not been authorised;
- there is a legal impediment to payment; or
- the cheque has been stopped.

Dating a cheque with a date after the day on which the cheque is drawn is called "post-dating" the cheque. This does not invalidate the cheque. The cheque should be presented on or after the cheque's date.

Citibank may charge you a dishonour fee for a cheque which has been dishonoured. Please refer to the Account Conditions for details of the fees.

### **How do I stop a cheque that I have written?**

You may stop a cheque that you have written by notifying CitiPhone Banking provided the cheque has not yet been presented.

### **What if I lose my cheque or cheque book or it is stolen or there has been unauthorised use?**

If a cheque, or your cheque book is lost or stolen or there has been unauthorised use, you must take the following action:

- cheque written by you - request Citibank to stop the cheque and tell the person to whom the cheque is payable; or
- Citibank cheque book - tell Citibank to put a stop payment on the cheque numbers. If you subsequently find the cheques, Citibank will require written authorisation from you before the cheques can be used.

If you don't inform Citibank that your cheque or cheque book has been lost or stolen or there has been unauthorised use, as soon as possible, you may be liable for Transactions incurred before you notify Citibank, even if they are made without your authority.

### **Bank Cheques**

Citibank customers may purchase bank cheques from Citibank. Bank cheques are not available to persons who are not existing Citibank customers. A fee will apply - please refer to the Account Conditions for details of the fees.

### **Paying Bills**

You may pay bills by using the BPAY® electronic payments service through Citibank Online or by calling CitiPhone Banking.

You must comply with your Account Conditions for the Account from which you ask Citibank to debit a BPAY® to the extent that those conditions are not inconsistent with the conditions of using BPAY®, set out below.

When you ask Citibank to make a payment through BPAY®, you will need the following details:

- the Biller Code, and your customer reference number which is written on the bill near the BPAY® logo;
- the Account from which you wish to make the payment; and
- the amount of the payment you wish to make.

You must be careful to tell us the correct amount you wish to pay. If you have paid too much, you must contact the organisation that issued the bill to obtain a refund. If you have paid too little, you can make another payment through BPAY® to make up the difference.

If a payment made through BPAY® cannot be processed by the organisation that issued the bill, we will advise you of this and credit your Account with the attempted payment.

BPAY® cut off times apply and are available by contacting CitiPhone Banking.

### **Your Card**

#### **Citibank Debit Card**

Citibank Debit Card enables you to operate nominated Citibank Accounts. You may need to choose which of your Accounts can accessed using a Citibank Debit Card (if your Account allows it).

Please contact CitiPhone Banking to do this.

#### **Using your Card in Australia**

You can use your Card through ATMs, EFTPOS, teller terminals, home banking terminals or any similar machines authorised by Citibank to access funds and information and to purchase goods and services.

Citibank Debit Cards and Credit Cards can be used to make purchases online and over the phone.

#### **Using your Card outside Australia**

You may also use your Card around the world at the relevant Network ATMs or terminals. Transactions in a currency other than Australian dollars will be converted to Australian dollars in accordance with clause 29 "Use of Card, Citibank Online and CitiPhone Banking our Australia". Please refer to the Account Conditions for details of the fees. Citibank may also pass on any fee imposed by a third party with respect to the Transaction.



Citibank Debit Cards and Credit Cards can be used at overseas retailers who display the relevant Network acceptance sign and to make purchases online and over the phone.

### **Secure the safety of your Card**

You or an Additional Signatory (as applicable) must secure the safety of each of your Cards. Please refer to the Terms and Conditions for further details on Card and Code security.

### **Disputing transactions debited to your Card**

If you dispute a transaction that has been debited to your Card, you must notify CitiPhone Banking as soon as possible. Citibank will claim a chargeback right on your behalf where one exists and will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant Card scheme rules. For further information refer to 'clause 25. *Errors and Questions*' in Part II of this booklet.

### **Significant Benefits and Risks**

#### **Benefits**

Citibank Non-Cash Payment Facilities allow you to access funds in your Accounts by means other than cash withdrawals. The Citibank Non-Cash Payment Facilities offer you the flexibility and convenience to move money between your Accounts, to other accounts, to make payments to third parties and to monitor and view the status of your Accounts.

- ✓ Convenience
- ✓ 24 hr seven day Access
- ✓ Speed

#### **Risks**

Some risks associated with the use of the Non-Cash Payment Facilities are as follows.

### **Citibank Online access security**

There is a risk of unauthorised access to your Account. To minimise this risk we recommend you use an up to date operating system and browser software. You can log onto our website [www.citibank.com.au](http://www.citibank.com.au) or contact CitiPhone Banking for more information about software and browser requirements. We also advise that you:

- always sign on to Citibank Online from your browser by typing [www.citibank.com.au](http://www.citibank.com.au) into the address bar;
- do not follow links to Citibank Online from an email
- never disclose your PIN to anyone, not even a Citibank representative;
- change your PIN regularly
- install up to date security protection software on your computer such as a personal firewall and anti-virus software;
- always sign off properly from Citibank Online by selecting "sign off" - don't just close your browser;
- if you believe your Account has been compromised in any way, call CitiPhone Banking immediately; or
- regularly check our website [www.citibank.com.au](http://www.citibank.com.au) for updated security tips and alerts.

### **Cheque security**

There is a risk of unauthorised access to your Account through stolen, forged or altered cheques.

Citibank may dishonour your cheque in circumstances, including where your Account has insufficient funds. You must keep your cheque book safe. For further information, including information on what may happen if you fail to keep your cheque book safe and what you must do if your cheque or cheque book is lost, stolen or there has been unauthorised use, refer to the section 'Cheque Facilities' in Part I of this booklet.

## **Card access security**

There is a risk of unauthorised access to your Account if another party comes into possession of your lost or stolen Card. Refer to the Terms and Conditions in Part II of this booklet for details on Card and Code security, lost or stolen Card or Code, what to do if you lose your Card or Code and liability for Unauthorised Transactions.

There is a risk that your Account may be overdrawn by use of Citibank Debit Card. Refer to the Terms and Conditions in Part II of this booklet for further details.

If your Card has a credit capability and you use the credit option to pay, we may decline to authorise such Transactions.

## **Reliance on your instructions**

There is a risk that we cannot verify, for example where a signature is not required, whether the user of your respective Identifiers and Codes is you or an Additional Signatory. There is also the risk that your or an Additional Signatory's Identifier and Code may allow anybody correctly using them to conduct the type of operations on Accounts for which Citibank Online and CitiPhone Banking provides access.

## **CitiPhone Banking access security**

There is a risk of unauthorised access to your Account through error or fraud.

There is a risk that a payment may be made to the wrong account if you do not give us the correct BSB and account number details.

## **Access to credit**

If a Non-Cash Payment Facility is linked to an Account that is an Account with a line of credit (or provides access to extra repayments made to a loan account) there is a risk of the Non-Cash Payment Facility being used to make unauthorised transactions on that Account.

## **Fees and Charges**

Fees and charges apply to certain Non-Cash Payment Facilities which are set out in the Account Conditions.

## **Taxation**

This section is a general guide to the key Australian taxation implications of the Non-Cash Payment Facilities and does not take into account your specific taxation circumstances. The taxation consequences may vary depending upon the particular circumstances of each Account holder. Accordingly, you should seek independent taxation advice before using any Non-Cash Payment Facilities.

## **Quoting your Tax File Number (TFN)**

You are not required to quote your TFN or an appropriate exemption. However, if you do not, and you are a resident of Australia, Citibank is required to withhold tax at the highest marginal tax rate plus Medicare levy from income earned on your Accounts.

## **Interest income**

Interest income earned on an Account will be sourced in Australia. If you are a resident of Australia in the income year in which the interest is paid or credited your interest will be included in assessable income for Australian tax purposes. If you are a non-resident you will be subject to 10% interest withholding tax.

## **Disputes and Complaints**

If you have a complaint about any Non-Cash Payment Facility, you should take the following steps:

- call CitiPhone Banking and let us know what the problem is;
- make a complaint in writing to:

Citigroup Pty Limited  
Customer Relations Unit - (Reply Paid)  
GPO Box 204  
SYDNEY NSW 2001; or

lodge a complaint online at any time through [www.citibank.com.au](http://www.citibank.com.au) by going to: "Contact us" link then, click on "Lodging a complaint".

Once you have contacted Citibank, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly.

If you are not satisfied with the result of your complaint, you can raise your complaint with the Australian Financial Complaints Authority (AFCA) at:

- GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678 (free call)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

### **No Cooling Off Period**

There is no cooling off period for Non-Cash Payment Facilities.

### **Privacy and Financial Difficulty**

Please refer to your Account Conditions for details on how Citibank handles your personal information and what to do if you are in financial difficulty.

## **Part II - Terms and Conditions**

**Non-Cash Payment Facilities** include the following services and products provided by Citibank:

**Citibank Debit Card;**

**Citibank Credit Cards;**

**Cheques;**

**Citibank Online (Internet Banking);**

**CitiPhone Banking (Telephone Banking);**

**EFTPOS;**

**Periodic Payments;**

**Direct Debits;**

**Telegraphic Transfers; and**

**BPAY®**

Your access to the Non-Cash Payment Facilities is subject to your Account Conditions. Please refer to your Account Conditions to determine access. If there is any inconsistency between these Terms and Conditions and the Account Conditions, the latter will prevail.

### **A. GENERAL**

#### **1. Definitions and Interpretation**

##### **1.1 Definitions**

In these Terms and Conditions, unless the context requires otherwise:

**Access Service Provider** means any organisation that arranges for an individual or an organisation to have access to the Internet.

**Account** means your Citibank Account or other Citigroup Account to which the Non-Cash Payment Facility is attached;

**Account Conditions** means the terms and conditions or Account PDS (Product Disclosure Statement) governing the use of your Account(s) and any facility to which the Account(s) are attached;

**Additional Signatory** means another person who is authorised by you including being issued with a Card, to effect Transactions on the Account;

**ATM** means an Electronic Equipment from which, amongst other things, you or your Additional Signatory can withdraw cash from an Account by use of their Card;

**ATM PIN** means the Code in the form of a personal identification number allocated from time to time by us to your Card;

**Authority To Operate** means the authority to operate section of the Account opening form that may be completed by you;

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

**Biller** means a Merchant who accepts BPAY® Payments;

**BPAY® Payments** are payments made by you or an Additional Signatory through BPAY®;

**BPAY® Contact Details** means BPAY® Pty Ltd ABN 69 079 137 518 of Level 4, 3 Rider Blvde, Rhodes NSW 2138. Phone: (02) 8252 0500;

**Business Day** means a day on which banks are open for business in Sydney, but does not include any Saturday, Sunday or public holiday;

**Card** means any credit card, debit card, or Contactless Device for use on your Account and includes a card or Contactless Device issued to an Additional Signatory;

**Cardlink Contact Details** means **Cardlink Services Limited** ABN 60 003 311 644 of Level 4, 3 Rider Blvde, Rhodes NSW 2138. Phone: (02) 9646 9222;

**Chargeback** means the relevant operating rules for transferring the Transaction amount of a disputed Transaction from the Merchant's financial institution to your Account;

**Citibank, we, our, us** means Citigroup Pty Limited ABN 88 004 325 080, Australian Credit Licence 238098, of 2 Park Street, Sydney, NSW 2000;

**Citibank Internet Banking** means an electronic service that permits you to access through the internet a number of banking services through the use of a personal computer terminal upon correct input of your Identifier / Card number, Code / PIN and/or any other information required by Citibank;

**Citibank Online** means Citibank Online Internet Banking;

**Citibank Debit Card** means means any debit card authorised by Citibank for use on your Account, which may be called "Citi Debit Card", "Citibank Debit Card" or by another name;

**Citishare** means ATMs outside of Australia that are part of the Citishare Network;

**Citishare Network** means all Networks (and institutions participating in such Networks) that have contracted with Citishare Corporation to permit you and any Additional Signatory to utilise their Card at the ATMs of the participating institutions. This term does not include any institutions at which you or any Additional Signatory may utilise their Card by virtue of networking arrangements made by other organisations;

**Citishare Network Members** means all institutions and corporations nominated by us to participate in, and the processors of information or data in relation to, the Citishare Network;

**Code** means

- (a) information:
  - the content of which is known to you and any Additional Signatory and is intended to be known only to you and any Additional Signatory;
  - which Citibank requires you and any Additional Signatory to keep secret;
  - which you and any Additional Signatory must provide (in any manner) to or through a Device or Electronic Equipment in order to access your Account; and
- (b) includes your ATM PIN, PIN, TPIN or password;

**Contactless Device** means any card, sticker or other device linked to an Account which is capable of performing contactless Transactions by being held against an electronic point of sale terminal.

**Daily Transaction Limit** means the daily transaction value limits with respect to withdrawing and transferring to and from an Account by using a Non - Cash Payment Facility, as referred to in clause 21 in section B below;

**Default Account** means the Account for which details display by default on access to Citibank Online;

**Device** means a physical device used with Electronic Equipment to access your Account, for example a Card, token or biometric reader;

**Electronic Equipment** includes electronic terminals (such as ATM and EFTPOS), computer, television and telephone that are approved by Citibank and through which Transactions may be effected;

**Identifier** means information:

- the content of which is known to you or an Additional Signatory (as applicable) but not only to them and which they are not required to keep secret; and
- which you or an Additional Signatory (as applicable) must provide (in any manner) to or through a Device or

Electronic Equipment in order to access your Account. (An Identifier may be, for example, an Account number, card number, or card expiry date);

**Merchant** means a provider of goods or services which has agreed to accept Cards for the purpose of purchasing those goods or services;

**Mistaken Internet Payment** means a payment through a "Pay Anyone" internet banking facility where funds are paid to an unintended recipient because the sender has entered an incorrect BSB or account number.

**Network** means the organisations, institutions and schemes through which you may perform Transactions on your Account including the Citishare Network;

**Network Members** means all institutions and corporations participating in, and that process information or data in relation to, the relevant Network;

**Online Authorisation Code** means a Code in the form of an online authorisation code which may be provided by Citibank to you from time to time in respect of specified transfers of funds from your Account.

**PIN** means the Code in the form of the personal identification number allocated by Citibank or as changed by you or any Additional Signatory (as applicable);

**TPIN** means the Code in the form of a telephone personal identification number allocated by Citibank or as changed by you or an Additional Signatory that may be required to access your Account by telephone;

**Transaction** means any transaction authorised by you or by an Additional Signatory (as applicable), which is made by the use of a Card, a cheque, an Identifier and/ or a Code or, by any other means authorised by Citibank from time to time and includes a cash advance.

**Unauthorised Transaction** means a Transaction, which is made without your or an Additional Signatory's (as applicable) knowledge, consent or authorisation

**You** means the person or persons in whose name the Account is held. If the Account is held in the name of more than 1 person, you means each of the persons named separately and every 2 or more of them jointly. You includes your successors and assigns. **Your** (or your) takes a corresponding meaning.

## 1.2 Interpretation

- (1) In these Terms and Conditions, unless the context requires another meaning, a reference:
  - (a) to the singular includes the plural and vice versa;
  - (b) to a document (including these Terms and Conditions) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
  - (c) to a party means a party to these Terms and Conditions;
  - (d) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;
  - (e) to a law is a reference to that law as amended, consolidated, supplemented or replaced.
- (2) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (3) Headings are for convenience only and do not affect interpretation.

## 2. Code of Banking Practice and ePayments Code

- 2.1 Where the Code of Banking Practice applies to a Transaction, the relevant provisions of the Code of Banking Practice will apply to that

service and Citibank will observe the relevant provisions of the Code of Banking Practice.

- 2.2 Citibank will provide you with a copy of the Code of Banking Practice on request.
- 2.3 General descriptive information on the following is contained in your Account Conditions or these Terms and Conditions and can be provided on request:
  - (1) account opening procedure;
  - (2) our obligations regarding the confidentiality of your information;
  - (3) complaint handling procedures;
  - (4) cheques, including bank cheques;
  - (5) the advisability of you informing us promptly when you are in financial difficulty; and
  - (6) the advisability of you reading the terms and conditions applicable to the relevant banking service in full.
- 2.4 Citibank warrants that it complies with the requirements of the ePayments Code.

## 3. Privacy And Confidentiality

- 3.1 Citibank, in addition to its duties under the Privacy Act 1988, has a general duty of confidentiality towards you, except in the following circumstances:
  - (1) where disclosure is compelled by law; or
  - (2) where there is a duty to the public to disclose; or
  - (3) where Citibank's interests require disclosure; or
  - (4) where disclosure is made with your express or implied consent.

## 4. Statements of Account

Transactions performed using Electronic Equipment (including ATM, EFTPOS, Citibank Online and CitiPhone Banking) will be recorded on your statements of Account which are provided to you in accordance with your Account Conditions.

## 5. Notices

- 5.1 Except where you have specifically agreed to receive information or notices under these Terms and Conditions and Account Conditions electronically (to the extent permitted by law), Citibank will send all notices including the statements of Account to the most recent mailing address received from you.
- 5.2 If you have agreed to receive this information or notices under these Terms and Conditions and Account Conditions electronically we may give you a notice either by:
- (1) broadcasting a message on the Citibank Online Internet site; or
  - (2) delivering it to you by an electronic message to your latest email address recorded on our system.
- 5.3 Any notice or statement to be given or demand to be made to you under these Terms and Conditions:
- (1) if a signature is required, will be effectively signed on behalf of Citibank if it is executed by Citibank, any of Citibank's officers, solicitor or attorney; and
  - (2) will be served by being: delivered personally to, left at, or posted in a prepaid envelope or wrapper to your address, or by being emailed to your email address, as notified to Citibank or your registered office, place of business, or residence last known to Citibank, or by being sent to you by facsimile transmission.
- 5.4 A demand or notice, if:
- (1) delivered personally will be deemed served when left at the address;
  - (2) posted will be deemed served two Business Days after posting; or
  - (3) sent by facsimile or electronic transmission will be deemed served on conclusion of transmission.

Service by any of these methods will be valid even if you do not receive the document or if the document is returned to Citibank unclaimed.

- 5.5 Unless otherwise specified in these Terms and Conditions, notices to us under these Terms and Conditions shall be in writing, signed by you or your duly authorised person and sent to us at the following address or in such other way as set out in these Terms and Conditions or as we may advise from time to time:

### **Citigroup Pty Limited**

G.P.O. Box 40  
Sydney, NSW 2001.

## 6. Variation

- 6.1 Subject to clause 6.3, Citibank may at any time vary these Terms and Conditions by giving you reasonable written notice.
- 6.2 Citibank will provide 30 days' prior notice if it introduces any new fee or charge, increases the amount of any fee or charge (other than a government charge), increases your liability for losses or imposes, removes or changes any maximum limits to the amounts that may be withdrawn or transferred by the use of a Card, Citibank Online or CitiPhone Banking.
- 6.3 Where permitted by law including the Code of Banking Practice and the ePayments Code we may give you notice of variation of these Terms and Conditions by displaying a notice on or within the immediate vicinity of the site of Electronic Equipment or by press advertisement.

## 7. Fees and Charges

Subject to the Account Conditions, any fees, government charges and stamp duty payable as a result of the use of a Non-Cash Payment Facility are payable by you and we will debit such charges to the Account.

## 8. Liability for Loss

If you or an Additional Signatory do not observe your obligations under these Terms and Conditions or act negligently or fraudulently in respect of any Non-Cash Payment Facility it may cause us loss. You will be liable for any loss or damage which you or an Additional Signatory cause us (except to the extent that the loss or damage was caused by our fraud or negligence).

## 9. Cancelling a Payment Facility

9.1 If we reasonably believe that;

- you or an Additional Signatory are in breach of these Terms and Conditions;
- a Code or Identifier has been compromised; or
- continued use of a Non-Cash Payment Facility may cause us, you or an Additional Signatory loss, or cause us to breach any law: and

that urgent action is required to prevent loss or breach, we have the right to take a proportionate action to prevent this. We may do so by suspending or cancelling a Non-Cash Payment Facility or access to it at any time without notice to you. We will promptly reverse the action when the circumstances that caused us to take action no longer apply. You can challenge our action using the procedure in clause 25 "Errors and Questions".

9.2 Without limiting the circumstances in which we may suspend or cancel a Non-Cash Payment Facility, we may do so if:

- (1) we reasonably believe your or an Additional Signatory's cheque book, Card, Code or Identifier are being used, or will be used, in a way that will cause loss to you or us;
- (2) we reasonably believe you or an Additional Signatory induced us to issue the Non-Cash Payment Facility by fraud

or misrepresentation;

- (3) you or an Additional Signatory breach any of these Terms and Conditions;
- (4) there has been fraud, misrepresentation or dishonesty with respect to the operation of an Account or conduct by you or any authorised signatory which, by allowing the facility to remain available, could reasonably damage our reputation;
- (5) the continued use of Citibank Online or a Card or your Account may cause a loss either to Citibank, you or an Additional Signatory or may cause Citibank to breach any applicable law; or
- (6) we close your Account in accordance with the Account Conditions

9.3 If we cancel a Non-Cash Payment Facility we will give you reasonable notice that we will do so unless clause 9.1 applies.

9.4 If your cheque facility is cancelled you must destroy your chequebook promptly after we notify you of the cancellation. We may dishonour any cheque presented after cancellation of your cheque facility. You will be liable for any cheques presented after cancellation that have not been dishonoured.

9.5 If your access to Citibank Online or CitiPhone Banking is cancelled, we may refuse any Transaction you or any Additional Signatory initiates through Citibank Online or CitiPhone Banking by giving you reasonable notice unless clause 9.1 applies.

9.6 You may cancel a Non-Cash Payment Facility at any time by giving us notice in writing.

9.7 If you cancel a direct debit request, the appropriate Merchant must also be promptly notified. If you cancel a direct debit request or periodic payment, we must receive your instructions at least one entire Business Day prior to the due date of the next payment otherwise that payment may still be made.



- 9.8 Periodic payments may be altered or cancelled by you through Citibank Online.
- 9.9 The operation of Non-Cash Payment Facilities is subject to many variables as described in clause 16.2 "Extent of Liability", and we are responsible for seeking to identify, mitigate and manage risks. As part of that management, we or our automated systems may from time to time conclude that there is a need to cancel, suspend or terminate access to any Non-Cash Payment Facility in response to a perceived risk. We do not promise that this cancellation, suspension or termination will not affect you or an Additional Signatory. As such we are not in breach of these Terms and Conditions and are not liable to you or any Additional Signatory for any loss or damage suffered as a result of any cancellation, suspension or termination under this clause 9 "Cancelling a Payment Facility".
- 9.10 We may cancel a periodic payment as to future payments at any time after being advised by the third party to whom the periodic payment relates that no further payment is required.
- 9.11 We may at any time suspend your right to participate in the BPAY® Scheme and will do so without notice if we suspect you or an Additional Signatory of being fraudulent. BPAY® Payments for which instructions have been given and which are scheduled to be made while your right to participate in the BPAY® Scheme is suspended will not be processed by us.

## **10. Certificate**

- 10.1 A signed certificate by us:
- (a) stating your liability to us will be evidence of the amount you owe us at the date of the certificate unless shown to be incorrect. You are also liable for Transactions which we do not know about at that date;

- (b) giving copies of any documents or records we have about your Account or any application for your Account, will be evidence at the date of the certificate of what is contained in those records unless shown to be incorrect.

## **11. Invalid or Unenforceable Provisions**

If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

## **12. Waiver and Exercise of Rights**

A single or partial exercise of a right by Citibank does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by Citibank to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

## **13. Recording Conversations**

Conversations between any officer or employee of Citibank and you or any other person authorised to operate your Account may be recorded. We may use the recording (or any transcript of the recording) in any proceedings that may be commenced in connection with these Terms and Conditions.

## **14. Altering or Stopping a Payment**

Subject to these Terms and Conditions you may alter or stop any payment through a Non-Cash Payment Facility from an Account before the payment instruction has been processed by contacting CitiPhone Banking before payment has been processed. Citibank will act promptly on your instructions to alter or cancel a payment.

## 15. Transaction Monitoring

Transactions may be monitored for quality control purposes including for the prevention of fraud and for anti-money laundering and counter-terrorism financing purposes.

## 16. Extent of Liability

16.1 The responsibility for the repayment of any funds credited to the Account remains solely with us. No other institution, corporation or person (including but not limited to, any parent, subsidiary of affiliated company of ours or any Citishare Network Member) shall be responsible for the repayment of any funds credited to the Account.

16.2 The Non-Cash Payment Facilities provided under this agreement are intended to be generally available for reasonable use. However, the facilities depend on a series of services, some of which are provided by Citibank and its affiliates, and others provided by unrelated parties. Correct operation of the services depends on networks, machines, and devices (such as the Card), many of which are not under our control. We do not promise that all of these services (including ones that we do control) will be constantly available at full performance. This means that sometimes, when you or an Additional Signatory wish to transact, it may not be processed immediately and in some circumstances it may not be processed at all. The following are some examples of events that might cause less than full performance:

- (1) malfunctions of telephone lines or ancillary equipment, personal computer terminals, related facilities, mobile phones and other handheld devices, or other software or hardware belonging to or operated by you and/or an Additional Signatory;
- (2) failure or delay caused by browser software, computer viruses or related

problems attributable to services provided by any Access Service Provider or other software providers;

- (3) prohibition, restriction or delay of your access and/or use of Non-Cash Payment Facility because of:
  - (a) the laws and regulations of the country from where you access Non-Cash Payment Facility and/or the terms and conditions prescribed by the relevant Access Service Provider in such country of access;
  - (b) any act or omission by the Access Service Provider;
- (4) your reliance on, or action or failure to act upon any third party information provided by us through Citibank Online, CitiPhone Banking or BPAY®;
- (5) delay or failure in any transmission or communication facilities;
- (6) requests to alter or stop a payment being made through a Non-Cash Payment Facility from an Account which are received by us after we have taken action to follow the original payment instructions;
- (7) other events beyond our reasonable control including (but not limited to) failure or delay due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war, acts of terrorism, civil strife, natural disasters or any other similar causes.

Our liability for these events is limited to the conditions and warranties imposed on us by laws such as the Trade Practices Act, fair trading legislation or other laws which may imply warranties into a contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may allow us to exclude liability if you acquire services as part

of a business. To the extent permitted by law, we exclude liability under implied statutory conditions and warranties, or limit our liability under such warranties and conditions to supplying the services again or paying the cost of that resupply. This clause does not limit our liability under clause 28 "Malfunctions of Electronic Equipment or System" where failures of our equipment cause you loss, and does not limit your right to raise a dispute.

16.3 If you instruct us to debit or credit your Account under a direct debit or periodic payment arrangement we use reasonable endeavours to follow those instructions, but we are not acting as your agent or the agent of another person. If we act as you instruct us, or if we are delayed in acting as you instructed us, you might suffer loss or damage. You will be liable for any loss or damage which you suffer if we act as you instruct us except to the extent that the loss was caused by our fraud or negligence.

## **17. Reliance on Your Instructions**

We are entitled to presume (except in cases specified in the ePayments Code, such as where you tell us that an Identifier has been compromised), unless proved to the contrary, that you or any Additional Signatory have given any instructions identified by your Identifier (including Card Number) and Code (including ATM PIN), and that they are valid and binding on you.

## **18. Governing Law and Jurisdiction**

These Terms and Conditions are intended to be interpreted in accordance with Australian laws. Citibank and you agree not to attempt to involve any court or tribunal in a dispute touching on these Terms and conditions other than a court or tribunal established under Australian laws.

## **B. Cards (including Citibank Debit Card, Citibank Credit Card and Contactless Devices), Citibank Online and CitiPhone banking**

### **19. Application**

19.1 This Section B applies to all Transactions involving use of a Card and where applicable, to Citibank Online and CitiPhone Banking. These Terms and Conditions are to be read together with your Account Conditions. You should ensure that you and all Additional Signatories have read the Account Conditions. Subject to the exemptions set out in these Terms and Conditions and the Account Conditions you are responsible for all amounts drawn from an Account and any losses incurred by us in connection with the drawing. You may cancel a Card at any time by phoning us. You shall remain responsible for all amounts withdrawn by use of a Card supplied to you and any Additional Signatories until we receive notice from you cancelling the Card. The issue of a Card where you require at least two signatories to operate on the Account is at our discretion and signatories will be jointly and severally liable.

### **20. Use of Card or Identifier**

20.1 The Card may be used to effect Transactions with Merchants in Australia and outside Australia. Citibank will charge to you and debit the Account with all Transaction amounts.

- 20.2 A Card or Identifier must not be used:
- (1) by any person other than the cardholder whose name and signature appears on the Card;
  - (2) other than within the period of validity indicated on the Card;
  - (3) after the Card's expiry or cancellation;

- (4) after the Account's cancellation; or
- (5) during any period when the use of the Account or the Card has been suspended.

## 21. Limits on Use

- 21.1 Daily and weekly minimum and maximum limits may apply to how much cash can be withdrawn using Electronic Equipment and you will be informed of those limits prior to your first use of the Electronic Equipment. In certain circumstances you may apply to have your daily limit increased by contacting CitiPhone Banking. Any increase of a daily withdrawal limit will be subject to Citibank's approval. Merchants, ATM providers or Citibank may set minimum and maximum cash withdrawal amounts. For more information on daily limits contact CitiPhone Banking.
- 21.2 Transactions made using a Card or Electronic Equipment may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts. Limits may vary between Electronic Equipment.
- 21.3 Merchants and ATM providers decide what types of transactions are available with their Electronic Equipment. They may not be the same as the transactions available through our Electronic Equipment. We make no promises that you or an Additional Signatory will not suffer any loss or inconvenience because a particular piece of Electronic Equipment does not offer your proposed transaction type when you or an Additional Signatory seeks to use it. Our promotional material displayed on any premises shall not be taken as a representation or warranty by us or the Merchant that all goods and services offered by the Merchant may be purchased by use of any of those facilities.

## 22. Card and Code Security

The security of Card(s) and Code(s) is very important. If you or an Additional Signatory fail to observe these security requirements you may incur liability for any Unauthorised Transaction.

- 22.1 You and each Additional Signatory MUST:
- (1) sign the strip on the reverse side of your Card immediately upon receiving it;
  - (2) not tell anyone including family, friend or even a bank officer your Code;
  - (3) not let anyone else use your Card and/or Code or Identifier and Code;
  - (4) use care to prevent anyone else seeing your Code being entered in Electronic Equipment or overhearing their Code;
  - (5) take reasonable steps to protect your Card or Code from loss or theft; and
  - (6) immediately destroy any expired Card by cutting it diagonally in half.
- 22.2 It is recommended you and the Additional Signatories memorise your Code and then destroy any record of it. You and any Additional Signatories must NOT:
- (1) choose a Code which is clearly identifiable with you (such as birth date, phone number, post code or car registration number) or which represents a recognisable part of your name;
  - (2) choose a Code which has an easily retrievable combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB or BCDE);
  - (3) write or in any way indicate your Code on your Card even if it is disguised; or
  - (4) keep record of your Code (without making a reasonable attempt to disguise

the Code) on any item normally carried with or stored with your Card or Identifier, or liable to loss or theft at the same time with the Card or Identifier.

22.3 The following are examples of what is NOT a reasonable attempt to disguise a Code. Recording:

- (1) the Code as a telephone number;
- (2) the Code amongst other numbers or letters with any of them marked to indicate the Code;
- (3) the Code in reverse order;
- (4) the Code disguised as a date or an amount; or
- (5) the Code in an easily understood form.

22.4 If the ePayments Code applies to an Account:

- (1) the above provisions may differ from the circumstances in which you are liable for losses resulting from Unauthorised Transactions under the ePayments Code; and
- (2) to the extent that the above provisions differ from the relevant provisions of the ePayments Code, your liability for such losses will be determined under the ePayments Code.

## **23. Lost or Stolen Card or Code (Includes ATM PIN) and Unauthorised Transactions**

23.1 Where:

- (1) a Card is lost or stolen;
- (2) a Code is lost, stolen or disclosed to someone else; or
- (3) you or an Additional Signatory suspects that:
  - (a) a Code is lost, stolen or has become known by someone else; or

- (b) your Card (or any expired Card) or Identifier or Code has been used to effect an Unauthorised Transaction or has otherwise been misused

you or the Additional Signatory must immediately inform us and provide all information as required.

23.2 Telephoning us is the best way to minimise your risk. Upon receipt of notification from you or an Additional Signatory, we will cancel your or the Additional Signatory's Card (as applicable) and/or Code and may cancel the Identifier. We will advise you or an Additional Signatory (as applicable) of a notification number. After cancellation, the Card and/or Code or Identifier must not be used again even if they are subsequently found.

23.3 In the event that our notification facilities (including CitiPhone Banking facilities) are not available for any reason, any losses occurring during these periods that were due to non notification shall be deemed to be our liability, providing notification is made within a reasonable time of the facility again becoming available.

## **24. Emergency and Customer Service**

To report lost or stolen Cards, Devices or Codes or if you need any assistance with Citibank Non-Cash Payment Facilities, telephone 24 hours a day, seven days a week CitiPhone Banking on:

**13 24 84** (within Australia); or

**+61 2 8225 0615** (from outside Australia).

## **25. Errors and Questions**

25.1 Your role is extremely important in the prevention of any unauthorised use or operation of your Account. You must promptly examine your statement upon receipt. If you discover any Unauthorised Transactions, discrepancies, omissions, debits wrongly

made, inaccuracies or incorrect entries in your statement, or you have a complaint or believe that an error or fraud has occurred in relation to a Non-Cash Payment Facility you must immediately call CitiPhone Banking.

25.2 Your ability to dispute a Transaction may be lost if you do not notify us immediately on having notice of the Transaction.

25.3 You must then provide written notice to us with sufficient details to enable us to investigate the enquiry. The notice shall include the following information:

- (1) your name, address and Account number;
- (2) any Additional Signatory's (as applicable) name and address, where necessary;
- (3) details of the complaint, error or fraud; and
- (4) any other information requested by us.

25.4 You must comply with any request by us for further information (including a statutory declaration where required).

25.5 Where an enquiry is not settled to your satisfaction, we will advise you in writing of the procedures for the investigation and resolution of the dispute. Where applicable, these procedures will be in accordance with the ePayments Code. A copy of these procedures is available on request.

25.6 For eligible Transactions processed through a Network Citibank may:

- (1) resolve a complaint under the rules of the Network. If Citibank decides to resolve a dispute in this manner Citibank and you are bound by the operating rules of the Network and resolution will be governed by the limits imposed by those rules. Failure to notify us within the time frames set by the Network may affect the success of your claim;

- (2) claim a Chargeback right where one exists and you have notified a disputed Transaction to Citibank within the required time frame. If you or an Additional Signatory makes a BPAY® Payment with a Card, you cannot claim a Chargeback. BPAY® only allows refunds of mistaken, unauthorised or fraudulent payments subject to the separate BPAY® terms below;
- (3) claim a Chargeback for the most appropriate reason; and
- (4) reject a refusal of a Chargeback by a Merchant's financial institution if it is inconsistent with the relevant operating rules.

## **26. Liability for Unauthorised Transactions**

26.1 Subject to clause 27 you will have no liability for an Unauthorised Transaction:

- (1) arising from a Transaction that is caused by the fraudulent or negligent conduct of our employees or companies involved in networking arrangements or of Merchants who are linked to Electronic Equipment or of their agents or employees;
- (2) relating to Cards, Identifiers or Codes that are forged, faulty, expired or cancelled;
- (3) arising from a Transaction which requires the use of a Card and/or Code and occurring before you or any Additional Signatory have received your Card or Code;
- (4) resulting from a Transaction occurring after notification to us that an event referred to in clause 23.1 above has occurred;
- (5) where it is clear that neither you nor any Additional Signatory have contributed to the losses from the Unauthorised Transaction; or

- (6) that is caused by the same Transaction being incorrectly debited more than once to your Account.

26.2 This section does not apply to any Transaction carried out by you or an Additional Signatory or by anyone performing a Transaction with your or an Additional Signatory's knowledge and/or consent (as applicable).

## **27. Code (Includes ATM PIN) Not Properly Safeguarded**

27.1 If you or an Additional Signatory have contributed to a loss by (including and not limited to):

- (1) writing or indicating the Code on the Card;
- (2) writing or indicating the Code on any article carried with or stored with the Card or Identifier (unless you or the Additional Signatory have very carefully disguised the Code) or liable to loss or theft at the same time with the Card or Identifier; or
- (3) voluntarily disclosing the Code to anyone else,

then you are liable for all losses which occur before we are notified that an event referred to in clause 23.1 above has occurred, except for that part of any losses incurred which:

- (a) on any one day exceed the Daily Transaction Limit; or
- (b) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.

27.2 If you or an Additional Signatory have contributed to a loss by unreasonably delaying notification of the occurrence of an event referred to in clause 23.1 above, you are liable for all losses which occur between when you or an Additional Signatory (as applicable) first became aware (or should reasonably have become aware in the case of a lost or stolen Card, Identifier or Code) of an event occurring and when Citibank was actually notified, except for that part of any losses incurred which:

- (1) on any one day exceed the Daily Transaction Limit; or
- (2) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.

27.3 Other loss:

Where it is unclear whether or not you or an Additional Signatory have contributed to a loss resulting from an Unauthorised Transaction then, for the period commencing from the time the Card, Identifier or Code was misused, lost or stolen, until the time you or an Additional Signatory (as applicable) notify us, you could lose up to the lesser of:

- (1) \$150 Australian dollars (or such lower amount that may be determined by Citibank);
- (2) the actual amount lost; or
- (3) the available funds in the Account.

## **28. Malfunctions of Electronic Equipment or System**

28.1 If our Electronic Equipment or our electronic system malfunctions, resulting in loss to you, we will correct that loss by making any necessary adjustment to the Account including an adjustment for any applicable interest or fees.

28.2 If our customer service telephone notification number should ever be temporarily unavailable, we will reimburse any loss arising between the time you or an Additional Signatory (as applicable) attempted notification and the actual time of notification provided you or an Additional Signatory subsequently gave such notice at the first reasonable opportunity.

28.3 Our liability shall be limited to the correction of any errors and the refunding of any charges or fees imposed where:

- (1) the failure or malfunction is caused by your or an Additional Signatory's (as applicable) act or omission; or
- (2) you or an Additional Signatory were aware that our Electronic Equipment or our electronic system was unavailable for use or was malfunctioning.

## **29. Use of Card, Citibank Online and CitiPhone Banking outside Australia**

29.1 All cash withdrawals made by use of the Card:

- (1) shall be in a currency permitted in the country where the Transaction is effected; and
- (2) when a Card is used outside Australia, Transactions effected in a currency other than Australian dollars will be converted to Australian dollars using rates that we, or the Network which is performing the conversion, determine to be the appropriate rate for foreign exchange transactions for the relevant currencies on the relevant days. In the case of credit cards, additional details on international Transactions are contained in the Account Conditions.

29.2 Subject to the provisions of clause 30 "ATM Cash Withdrawals", the use of a Card, Citibank Online and CitiPhone Banking outside Australia is subject to any exchange control regulations and requirements of the Reserve Bank of Australia.

29.3 The maximum amount of a cash advance by use of a Card and the purpose for which it is obtained may be determined by the Reserve Bank of Australia and the laws and requirements of the country in which the cash advance is effected or requested or any other applicable law.

29.4 The use of the Card, Citibank Online and CitiPhone Banking outside Australia is also subject to the laws and sanctions of Australia, the USA, and the country in which you use or try to use those facilities. Citibank makes no promises that you or any Additional Signatory will be able to use those facilities outside of Australia.

## **30. ATM Cash Withdrawals**

You and any Additional Signatories may make cash withdrawals (including outside of Australia) from an Account by use of a Card at ATMs (including Citishare ATMs). Use of the Card at ATMs will result in:

- (1) the collection, storage, communication, monitoring and processing (by any means) by Network Members of all information and data necessary for us to maintain appropriate Transaction records in relation to the Account;
- (2) the release and transmission to and between Network Members of all information and data (including details of the Account and any Transactions shown) necessary to enable the Card to be used in ATMs;
- (3) the retention of all such information and data by Network Members; and
- (4) the disclosure of all such information and data by Network Members in compliance with all applicable laws and regulations governing such disclosure.



### **31. Ownership of Card**

The Card remains our property.

You must destroy or return the Card to us upon:

- (1) receiving notice from us cancelling the Card;
- (2) closure of the Account;
- (3) revocation of your authority to operate on the Accounts; or
- (4) you notifying us in writing that at least two signatories are required to operate the Account.

### **32. Transactions**

32.1 A Transaction made through Electronic Equipment may be processed to the Account on the day that you make it or the following Business Day, depending on any cut off times applied by the operator of that equipment.

32.2 No withdrawal, transfer or payment from an Account may be made which exceeds the credit balance of that Account or any agreed line of credit.

32.3 We shall not be responsible to you for any loss incurred by you in any of the following situations

- (1) you do not have sufficient funds in your Account to make a funds transfer or payment;
- (2) an order of court directs us to prohibit funds transfers or payments from the relevant Account;
- (3) your Account is closed or your Account (or any funds in it) has been frozen;
- (4) the funds transfer or payment causes your Account balance to go over the credit limit or any credit arrangements set up to cover overdrafts in your Account;

- (5) you have not provided us with complete and correct payment information, including without limitation the name, address, Account(s) number, and payment amounts for the payee;
- (6) you did not correctly use any Electronic Equipment including Citibank Online; or
- (7) circumstances beyond our reasonable control prevent the funds transfer or payment, despite reasonable precautions taken by us.

### **33. Printed Transaction Record**

When you or an Additional Signatory complete a Transaction through Electronic Equipment you or an Additional Signatory (as applicable) should print a Transaction record. You or an Additional Signatory (as applicable) should check the record to ensure that it reflects the Transactions correctly and accurately.

#### **C. CITIBANK ONLINE**

### **34. Application**

You and any Additional Signatory may access your Accounts on the Internet using the Citibank Online facility.

From time to time Citibank may require you to use your Default Account details to access Citibank Online

### **35. Gaining Access To and Use of Citibank Online**

35.1 You understand that you or any Additional Signatory will gain access to Citibank Online through the Access Service Provider in the country from where you access Citibank Online, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by that Access Service Provider.

35.2 Supply and maintenance of any equipment necessary to enable you and any Additional Signatory to use Citibank Online (including any hardware and software) and maintenance of an account with an Access Service Provider to enable you to use Citibank Online, is solely your responsibility.

35.3 You must, and must ensure any Additional Signatory will:

- (1) take reasonable steps to maintain the security of your hardware and software; and
- (2) sign off / log off Citibank Online before leaving a computer, mobile phone or other handheld device used to access Citibank Online unattended.

### **36. Use Of Electronic Mail**

You and any Additional Signatory may request general information including statements concerning us or any Citibank company by sending electronic messages through [www.citibank.com.au](http://www.citibank.com.au). However, you or any Additional Signatory cannot use electronic messages to initiate or conduct Transactions on your Account. For Transactions, please use the appropriate functions within Citibank Online, call CitiPhone Banking, visit an Australia Post office or an ATM to conduct your banking Transactions.

### **37. Citibank Online Transactions**

37.1 Citibank will provide you with a Code to enable you to use Citibank Online. The Code (other than an Online Authorisation Code) may subsequently be chosen by you within such parameters that are determined by Citibank.

37.2 Use of the Code will entitle you to obtain such financial details in relation to your Account and effect such Transactions as Citibank may determine.

37.3 For information on the current range of services and Transactions through Citibank Online, please visit the [citibank.com.au](http://citibank.com.au) homepage.

37.4 Citibank does not warrant accessibility described in this clause 37 where access is sought by a personal computer with an Apple Macintosh or Unix operating system

### **38. Currency of Information**

38.1 Unless advised otherwise by Citibank, Account information through Citibank Online will reflect the position at the close of business on the previous Business Day.

38.2 Citibank will do everything possible to ensure that Citibank Online is available 24 hours a day, seven days a week and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of Citibank Online. We do not promise that your experience of Citibank Online will be uninterrupted and that the information available will be correct and up to date in the event of temporary failures of Citibank Online. In the event of such unavailability, you may use other Citibank Non-Cash Payment Facilities to conduct Transactions, or visit an Australia Post office during their hours of operation, to make a payment to the Account.

### **39. Transfers and Payments**

39.1 You may need to obtain from Citibank and enter an Online Authorisation Code before being able to transfer funds from your Account to a new payee. Follow the instructions in relation to adding and activating a payee on Citibank Online.

39.2 Funds can be transferred between any of your Accounts, however you cannot transfer funds from a credit card Account to any other account or from a line of credit that is not a mortgage Account to a credit card Account. A funds transfer constitutes a withdrawal from the Account from which you make the transfer or payment and a deposit to the Account to which you make the transfer or payment.

39.3 If you are transferring or paying funds into either your own account or a third party account held with us in Australia, your payee will receive funds immediately. If you are transferring to an account held by us, any of our parent, subsidiary or affiliate companies outside Australia (for which online processing of transfers is enabled) then your payee will normally receive funds almost immediately after the transfer being effected, but may in some cases (depending upon the availability of processing facilities at the destination) take a maximum of 24 hours. If you are transferring funds to an account held with some other bank in Australia then, depending at what time of the day the request is made, funds may not be treated as received until up to three Business Days following your request.

Please be aware that Citibank does not promise that the funds will be received by the times referred to in this clause where there are circumstances beyond our reasonable control that prevent receipt. For examples of relevant circumstances, see clause 16 "Extent of Liability".

#### **40. Conditions Relating to the Transfer of Money Abroad**

40.1 Where you or an Additional Signatory have requested us to transfer money abroad then, unless we expressly agree in writing otherwise:

- (1) we will transfer the funds by any means we choose including telegraph, cablegram, wireless, telegraphy or telex transfer, transmission or a draft (hereafter collectively referred to as the "message"). We may send any message relating to the transfer in explicit language, code or cipher;
- (2) we will normally convert into foreign values and transfer the funds on the day the funds are received by us from you,

at our prevailing selling rate applicable to the specified type of transfer of funds; and

- (3) we reserve the right to effect payment requested by any means and in any manner we deem appropriate.

40.2 When you instruct us to perform a transfer, we regard the transfer as complete on the day that we process it. If the entity in whose favour a transfer is made does not recognise the receipt until a later date, this circumstance does not affect the date of the transfer under these Non-Cash Payment Facilities Terms and Conditions.

40.3 We may use on your or any Additional Signatory's behalf any correspondent or agent we choose to assist with the transfer.

40.4 If payment is expressed in a currency other than that of the country where funds are being sent, the funds shall nevertheless be payable to the payee in the currency of that country at the prevailing buying rate of our correspondent, agent or affiliate company applicable to the specified type of transfer of funds, unless the payee by arrangement with that correspondent, agent or affiliate company, obtains payment in some other currency and pays any charges in connection with that payment.

40.5 In all circumstances the funds are sent entirely at your own risk and we make no promises that there will not be any delays, mutilations, omissions or other errors which may occur in the transmission of the message or from its misinterpretation on or after receipt on the part of any third party or through any other cause that is beyond the reasonable scope of our service.

40.6 A refund may be made by us to you if you request it but only if and after we have received notice of effective cancellation of the

payment of funds, and in the case of funds already converted, a refund is only to be made calculated at our buying rate applicable to the specified type of Transaction on the date the refund is made less our expenses and those of our correspondent or agent.

40.7 In the event of the loss of a message, you will be required to sign a letter of indemnity before we will issue a second message in place of the first one.

40.8 You agree to pay our commission, stamp duty and all other charges, obligations and liabilities imposed by us or anyone in connection with this request and with the carrying out of your instructions. We will notify you what these amounts are at the time of the Transaction.

40.9 We reserve the right to withhold issuance of a transfer until all cheques tendered are cleared.

40.10 By requesting us to make a transfer of money abroad you acknowledge that we will send your personal information (as defined in the Privacy Act 1998) to a recipient who may not be bound by standards equivalent to the Australian Privacy Principles. By requesting us to make a transfer of money abroad you acknowledge that Australian Privacy Principle 8.1 shall not apply to the transfer of your personal information in conjunction with your request and we shall have no liability for the failure of any overseas recipient of your personal information to comply with the Australian Privacy Principles.

#### **41. BPAY®**

41.1 The BPAY® service is available through Citibank Online. Refer to the separate BPAY® terms below for terms and conditions of use.

#### **42. Proprietary Rights in Citibank Online**

All proprietary rights (including without limitation title, patent rights and copyright) in Citibank Online (including without limitation the Citibank Online internet site) shall at all times vest and remain vested in us.

#### **43. No Warranty for the Accuracy of Third Party Information**

Where we as part of Citibank Online provide you with any information which we obtain from any third party, we do not thereby warrant the accuracy or completeness of any such third party information.

#### **44. How do You Deliver Notices to Us Using Citibank Online**

44.1 In addition to the notification provision in Section A above, you or any Additional Signatory may also notify us of the certain matters as available on Citibank Online. Currently this includes:

- (1) Inquiry on Funds Transfers;
- (2) Feedback/General Inquiry;
- (3) Suggestions/Comments;
- (4) Request for Brochure/Application Forms;
- (5) Inquiry on products and promotions;
- (6) Inquiry on Statements;
- (7) Inquiry on Transactions;
- (8) Inquiry on Payments/Deposits; and
- (9) Request for Change of contact details

44.2 General queries in relation to Citibank Online may be made by going to [www.citibank.com.au](http://www.citibank.com.au) and clicking on "Contact Us".

#### **44A. Mistaken Internet Payments**

44A.1 This section 44A sets out how mistaken internet payments are dealt with under the E-Payments Code to which we subscribe. We will comply with these requirements as they

relate to us. This section 44A does not apply to BPAY® payments.

- 44A.2 If you made a mistaken internet payment we will be known as the “sending institution”. If you are the recipient of a mistaken internet payment we are known as the “receiving institution”.
- 44A.3 We do not guarantee that in all instances we will be able to recover a mistaken internet payment. If the receiving institution is not an authorised deposit taking institution for the purposes of the Banking Act 1959, we cannot guarantee that it will follow these requirements. We are also not responsible for any losses you suffer as a result of a failure of the receiving institution to comply with the E-Payments Code.
- 44A.4 If you believe you have made a mistaken internet payment you must report it to us as soon as possible using the contact details set out in these terms. If we are the sending institution we investigate your claim and will notify you in writing as to the outcome of our investigations into a reported mistaken internet payment within 30 business days of your making the report.
- 44A.5 Where you have made a mistaken internet payment or if we have been advised that you are the recipient of a mistaken internet payment you must as soon as reasonably possible give us any information we reasonably require to enable us to determine whether a mistaken internet payment has occurred.
- 44A.6 Despite what is set out below in clauses 44A.7 to 44A.10 if the unintended recipient of the mistaken internet payment is receiving income support payments from Centrelink the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

- 44A.7 If the sending institution is not satisfied that a mistaken internet payment has occurred the sending institution is not required to take any further action.
- 44A.8 If the sending institution is satisfied that a mistaken internet payment has taken place it must contact the receiving institution. Provided there are sufficient funds in the recipient's account the following processes will apply depending on when the mistaken internet payment was reported:
- 1) Where the sending institution is notified of the mistaken internet payment within 10 business days of the payment.  
  
If the receiving institution is satisfied that a mistaken internet payment has occurred, it will return the funds to the sending institution within 5 business days of the request or such longer period it reasonably requires up to a maximum of 10 business days.
  - 2) Where the sending institution is notified of the mistaken internet payment within between 10 business days and 7 months of the payment:
    - a) the receiving institution must complete its investigation into the mistaken internet payment within 10 business days of receiving a request;
    - (b) if the receiving institution is satisfied that a mistaken internet payment has occurred, it will prevent the unintended recipient from withdrawing the funds for 10 further business days. The unintended recipient will be notified that the receiving institution will withdraw the funds within 10 business days if the recipient does not establish they are entitled to the funds within that 10 day period; and
    - (c) if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 business

days of the end of that period. If you are the unintended recipient we will withdraw the funds from your account without further notice to you.

- 3) Where a report is made after 7 months of payment:

If the receiving institution is satisfied a mistaken internet payment occurred, it must seek the consent of the unintended recipient to return the funds.

44A.9 Where the sending institution and the receiving institution are satisfied that a mistaken internet payment has occurred but there are not sufficient funds in the unintended recipient's account to the full value of the mistaken internet payment, the receiving institution must use reasonable endeavours to retrieve the funds from the unintended participant.

44A.10 If the receiving institution is not satisfied that a mistaken internet payment has occurred the receiving institution is not required to take any further action unless the recipient nevertheless agrees to return the funds.

## **D. CITIPHONE BANKING**

### **45. Application**

45.1 You may use CitiPhone Banking to access your Account subject to the Account Conditions.

45.2 You can access CitiPhone Banking on 13 24 84 (within Australia)

### **46. CitiPhone Transactions**

46.1 Citibank will provide you with a TPIN to enable you to use CitiPhone Banking. The TPIN may subsequently be chosen by you within such parameters as are determined by Citibank.

46.2 Use of the TPIN will entitle you to obtain such financial details in relation to your Account and effect such Transactions as Citibank may determine.

### **47. Currency of Information**

47.1 Unless advised otherwise by Citibank, Account information through CitiPhone Banking will reflect the position at the close of business on the previous Business Day.

47.2 Citibank will do everything possible to ensure that CitiPhone Banking is available 24 hours a day, seven days a week and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of CitiPhone Banking. We do not promise that your experience of CitiPhone Banking will be uninterrupted and that the information available will be correct and up to date in the event of temporary failures of CitiPhone Banking. In the event of such unavailability, you may use other Citibank Non-Cash Payment Facilities to conduct Transactions, or visit an Australia Post office during their hours of operation, to make a payment to the Account.

### **48. Transfers and Payments**

Clauses 39.2 and 39.3 of Section C also apply to CitiPhone Banking.

### **49. Transaction Record**

When you or an Additional Signatory make a Transaction through CitiPhone Banking, we will provide a Transaction reference number which acts as a receipt. We recommend that you or an Additional Signatory (as applicable) write this number down. It should be quoted if you have any queries.

### **50. Call Costs**

You can call from anywhere in Australia for the cost of a local call. Otherwise, normal overseas and mobile call rates apply.

## **51. BPAY®**

51.1 The BPAY® service is available through CitiPhone Banking. Refer to the separate BPAY® terms below for terms and conditions of use.

## **E Periodic Payments and Direct Debits**

### **52. Application**

- 52.1 You may authorise Citibank to make periodic payments from your Account.
- 52.2 You may arrange to make regular payments from your Account using Direct Debit Request facilities.

### **53. Periodic Payments**

- 53.1 A periodic payment is an arrangement through which you can set up a payee to receive regular payments of a set dollar amount from your Account. You can arrange a periodic payment through us by completing a form or by setting up the payment instruction online through Citibank Online.
- 53.2 You must provide the information we require to effect the periodic payment. Information required may include the BSB and account numbers and account name of the accounts from and to which payments are to be made. You are responsible for the accuracy of the information you provide to us to make the payment. You should therefore check all information, including the payee's BSB an account number, before providing it to us. We do not check and are not responsible for checking the accuracy of the information you provide. Incorrect information may result in your payment being made to an account that is not the account of the intended payee. You are liable for any payment we carry out in accordance with your instructions.
- 53.3 We will process your periodic payment in accordance with your instructions and subject to any additional terms and conditions that you accept at the time the periodic payment is established.

53.4 Periodic payments are subject to any arrangement now in existence or which may hereafter come into existence between us and you.

53.5 We configure our systems in a manner that we believe will contribute to the efficient, honest and fair provision of our financial services, which may be varied from time to time. This includes making decisions about the order in which systems will operate, which may affect the order in which your instructions (including periodic payments, other orders, and cheques) will be processed. If your Account has sufficient funds available to make all payments that are due on a particular day, the relevant order of payment is unlikely to affect you. If your Account does not have sufficient funds to make all payments due on that day, our systems will not pay all of the payments due on that day.

53.6 We use reasonable endeavours to debit your Account on the days nominated by you, but do not promise to always do so. If the day on which your Account is to be debited is not a Business Day, or if we or another payment system participant cannot process a payment on that day, the debit will usually be made on the next Business Day.

53.7 A periodic payment will remain effective notwithstanding any purported revocation or your death, bankruptcy or liquidation until notice of cancellation of the periodic payment has been received by us.

### **54. Direct Debit**

54.1 You can authorise a debit user, who may be a Merchant or other service provider, to debit amounts from your Account, as and when you owe those amounts to the debit user. This is called a Direct Debit arrangement. The Merchant or service provider will provide you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.

54.2 Details regarding timing of a direct debit will be outlined in the Direct Debit Request Service Agreement the Merchant or service provider has supplied to you.

## **55. Cancelling Recurring Instructions**

55.1 You are encouraged to maintain a record of any regular payment arrangements (including direct debits and periodic payments) that you have with a Merchant or a service provider.

55.2 To change or cancel any regular payment arrangements, you should contact the Merchant or the service provider at least 15 days prior to the next scheduled payment. The financial institution must accept the Merchant's transaction until you have successfully cancelled your regular payment arrangement. Please retain a copy of your request to change or cancel any regular payment arrangements with a Merchant or a service provider. You have the right to challenge a transaction if a Merchant or a service provider has not acted in accordance with your instructions.

55.3 If your account is closed or your card number is changed, for example as a result of your previous card being lost or stolen, you must contact the Merchant or service provider to cancel or change the details of your existing regular payment arrangements. In some circumstances where your card details have changed, we may (but are not obliged to) provide a merchant with your replacement card details. You can instruct us not to do this by calling Citiphone on 13 24 84.

## **56. Available Funds**

56.1 Before each periodic payment or direct debit you must ensure that you have sufficient cleared funds available in your Account, from which a payment will be made, to enable that payment to be made.

If the payment date falls on a day other than a Business Day, those funds must be available by close of business on the previous Business Day.

56.2 If your Account has insufficient funds to cover the amount of the payment we can, at our discretion, honour the transaction. By honouring a transaction this may cause your Account to become overdrawn. This does not constitute our authorisation or agreement for the Account to be overdrawn and you should refer to your Account Conditions for information on overdrawn accounts.

## **F. Cheques**

### **57. Application**

57.1 Cheque facilities are provided on some Citibank Accounts. Refer to the relevant Account Conditions to determine if cheque access is available for that Account.

57.2 You are responsible for the safe custody of all unused cheque forms and must exercise due care to prevent loss from fraud, forgery and unauthorised use. You must comply with Citibank's requirements for drawing and safeguarding cheques. These requirements are set out in the Features section of this document and may be printed on your cheque book or notified to you from time to time.

57.3 You must inform Citibank immediately if your cheque or cheque book has been lost or stolen or if you suspect there has been unauthorised use. As you may be liable for amounts paid by Citibank on a cheque even where it is not authorised by you, it is in your interest to immediately contact CitiPhone Banking or your Citibank Branch should any of these circumstances arise.

## **G. BPAY®**

### **58. Application**

58.1 We are a member of the BPAY® Scheme which is an electronic payments scheme through which you and Additional Signatories can ask us to make payment on your behalf to Billers who accept BPAY® Payments. We will notify you if we cease to be a member of the BPAY® Scheme.



58.2 BPAY® is available through Citibank Online and CitiPhone Banking.

## 59. Payments

59.1 We will not accept an order to stop a BPAY® Payment once you have instructed us to make that BPAY® Payment.

59.2 You or an Additional Signatory should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment, for those errors see clause 59.6 below) when instructing us to make a BPAY® Payment, or if you did not authorise a BPAY® Payment that has been made from your Account. Clauses 61, 62 and 63 describes when and how we will arrange for such a BPAY® Payment (other than in relation to an underpayment) to be refunded to you.

59.3 Subject to clause 71 - Billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment you or an Additional Signatory make will be treated as received by the Biller to whom it is directed:

- (1) on the date you make that BPAY® Payment, if you or an Additional Signatory tell us to make the BPAY® Payment before 4pm (EST) on a Banking Business Day;
- (2) on the next Banking Business Day, if you tell us to make a BPAY® Payment after 4pm (EST) on a Banking Business Day, or on a non Banking Business Day; or
- (3) if available on the day you have nominated for a scheduled payment to take place or where this day is not a Banking Business Day on the next Banking Business Day.

59.4 Delay may occur in processing a BPAY® Payment where:

- (1) there is a public or bank holiday on the day after you or an Additional Signatory tell us to make a BPAY® Payment;

- (2) you or an Additional Signatory tell us to make a BPAY® Payment either on a day which is not a Banking Business Day or after 4pm (EST) on a Banking Business Day;

- (3) another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or

- (4) a Biller fails to comply with its obligations under the BPAY® Scheme.

59.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 59.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

59.6 You and any Additional Signatory must be careful to ensure that you tell us the correct amount you or an Additional Signatory wish to pay. If you or an Additional Signatory instruct us to make a BPAY® Payment and later discover that the amount you or an Additional Signatory told us to pay was less than the amount needed to pay, another BPAY® Payment can be made for the difference between the amount actually paid to a Biller and the amount needed to pay.

59.7 If you or an Additional Signatory discover that the amount you or an Additional Signatory instructed us to pay was more than the amount due to the Biller, you must contact the Biller to negotiate any refund

## 60. Liability and ePayments Code

60.1 If you are liable for an unauthorised or fraudulent payment and the ePayments Code applies, then your liability is limited to the lesser of

- (1) the amount of that unauthorised or fraudulent payment; and
- (2) the limit (if any) of your liability set out in the Account Conditions. If (2)

applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

## **61. Mistaken Payments, Unauthorised Transactions and Fraud**

- 61.1 We will attempt to make sure that your or an Additional Signatory's BPAY® Payments are processed promptly by the participants in the BPAY® Scheme, including those Billers to whom the BPAY® Payments are to be made. You or any Additional Signatory must promptly tell us if:
- (1) you or an Additional Signatory become aware of any delays or mistakes in processing your BPAY® Payments
  - (2) if you or an Additional Signatory did not authorise a BPAY® Payment that has been made from your Account, or
  - (3) if you or an Additional Signatory think that you have been fraudulently induced to make a BPAY® Payment.

We will attempt to rectify any such matters in relation to your BPAY® Payments in the way described in this clause. However, except as set out in clause 60 and clause 28 and to the extent that a Transaction was permitted by you, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme.

The longer the delay between when you or an Additional Signatory tell us of the error and the date of your BPAY® Payment, the more difficult it may be to perform the error correction. For example, we or the Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

## **62. Mistaken Payments**

- 62.1 If a BPAY® Payment is made to a person or for an amount, which is not in accordance with your or any Additional Signatory's instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you or an Additional Signatory were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

## **63. Unauthorised Payments**

- 63.1 If a BPAY® Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- (1) we can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it, and
  - (2) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

## **64. Fraudulent Payments**

- 64.1 If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

## **65. Resolution Principles**

65.1 If a BPAY® Payment you or any Additional Signatory have made falls within the type described in clause 63.1 and also clause 62.1 or 64.1, then we will apply the principles stated in clause 63.1. If a BPAY® Payment you or any Additional Signatory have made falls within both the types described in clauses 62.1 and 64.1, then we will apply the principles stated in clause 64.1

## **66. No “Chargebacks”**

66.1 Except where a BPAY® Payment is a mistaken payment referred to in clause 62.1, an unauthorised payment referred to in clause 63.1, or a fraudulent payment referred to in clause 64.1, BPAY® Payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

### **Important**

Even where your BPAY® Payment has been made using a credit card account or a charge card account, no “Chargeback” rights will be available under the BPAY® Scheme rules.

## **67. Biller Consent**

67.1 If you or an Additional Signatory tell us that a BPAY® Payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY® Payment, consenting to us obtaining from the Biller information about your Account with that Biller or the BPAY® Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® 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.

## **68. How to use the BPAY® Scheme**

68.1 You and any Additional Signatory must comply with the Account Conditions applying to the Account to which you request us to debit a BPAY® Payment, to the extent that those Account Conditions are not inconsistent with or expressly overridden by the BPAY® terms. The BPAY® terms set out below are in addition to those terms. If there is any inconsistency between the Account Conditions and the BPAY® terms, the BPAY® terms will apply to the extent of that inconsistency.

68.2 When a credit card is used to pay a bill through the BPAY® Scheme, we treat that payment as a credit card purchase Transaction.

68.3 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 the Payer and that Biller.

## **69. Valid Payment Direction**

We will treat your or any Additional Signatory’s instruction to make a BPAY® Payment as valid if, when you give it to us you comply with the security procedures specified in the CitiPhone Banking and Citibank Online Terms and Conditions.

## **70. Information You Must Give Us**

70.1 The information you or any Additional Signatory must give us to instruct us to make a BPAY® Payment is:

- (1) the Biller Code written on the bill near the BPAY® Logo, and the customer reference number; and
- (2) the Account from which you wish to make the payment; and
- (3) the amount of the payment you wish to make.

We are not obliged to effect a BPAY® Payment if we are not given all of the above information or if any of the information given to us is inaccurate.

#### **71. Payment Queries**

- 71.1 Refer to your Account Conditions for information about how Citibank handles your complaints and disputes.
- 71.2 If in relation to a Transaction we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decision, and such failure prejudices the outcome of our investigation of the complaint or delayed its resolution, we may be liable for part or all of the amount of the Transaction which is the subject of the complaint.

#### **72. Cut Off Times**

Generally, any withdrawal or deposit will be processed on the day instructions are received, provided your instructions are complete and received by us before 4:00pm (EST) on any Business Day (excluding days which are public holidays in Sydney). Any transaction outside these times may be processed on the following Business Day. A payment may take longer to be credited to a Biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY® Scheme does not process a payment as soon as they receive its details.

#### **73. When a Biller Cannot Process a Payment**

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

- (1) advise you of this;
- (2) credit your Account with the amount of the BPAY® Payment; and
- (3) take all reasonable steps to assist you in making the BPAY® Payment as quickly as possible.

#### **74. Account Records**

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

#### **75. Privacy**

75.1 If you register to use the BPAY® Scheme, you and any Additional Signatory:

- (1) agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY® Scheme (BPAY® Pty Ltd) or any other participant in the BPAY® Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY® Scheme:
  - (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY® Scheme; and
  - (b) such of your transactional information as is necessary to process your BPAY® Payments. Your BPAY® Payments information will be disclosed by BPAY® Pty Ltd, through its agent, to the Biller's financial institution.

75.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY® Scheme referred to in clause 75.1, as necessary.

75.3 You can request access to your information held by us, BPAY® Pty Ltd or its agent, Cardlink Services Limited at their BPAY® Contact Details or Cardlink Contact Details listed in the Definitions clause 1. If your personal information detailed above is not disclosed to BPAY® Pty Ltd or its agent, it will not be possible to process your requested BPAY® Payment.

For more information on your Account, visit us at

**[citibank.com.au](https://citibank.com.au)**

or call CitiPhone Banking

**13 24 84**

or

**+61 2 8225 0615**

if outside Australia

24 hours a day, seven days a week

