

PRODUCT FACT SHEET (PFS): **BPAY®**

Product issuer	<p>Northern Inland Credit Union Ltd ABN 36 087 650 422 AFSL 235022 Web: www.nicu.com.au Fax: 6766 5535 Tel: 1300 656581 Email: info@nicu.com.au Phone Teller: 1300 656428 Lost/stolen cards: (BH) 1300 656581 (AH) 1800224004 or 02 99597480 Overseas (VISA international): collect 410-581-9994 or 410-581-3836 Calling NICU from overseas: 612 6763 5111</p> <p>Head office: 481 Peel Street, Tamworth 2340 (fax: 6766 5535) Mail: PO Box 652, Tamworth 2340. Branches: •142 Bridge Street, Tamworth 2340 (fax: 6765 5998) • 73 Maitland Street, Narrabri 2390 (fax: 6792 3296) • 252 Conadilly Street, Gunnedah 2380 (fax: 6742 2300) Agency: 132 Merton St, Boggabri 2382 (fax: 6743 4446) Hours: Monday – Friday 9.00 am to 4.30 pm; closed 1.00 pm – 2.00 pm daily.</p>
Definitions	<p>Access/Access Method: NICU-authorized method for making a BPAY transaction including but not limited to use of card, account number, card number, expiry date, PIN & password but not requiring a manual signature. Account/s: account we agree you may access to make a BPAY transaction. Associated entity: organisation with whom we conduct business to provide a product/service. Available balance: cleared funds in your Account or unused portion of overdraft. Banking Business Day: day on which Sydney Banks can effect settlement through Reserve Bank of Australia. Billers: organisation who has advised you can make bill payments to them by BPAY. BPAY: registered to BPAY Pty Ltd ABN 69 079 137 518. Electronic payment scheme between Australian financial institutions, enabling bill payments to participating Billers. Cut Off Time: deadline as advised from time to time, by which your payment instructions must be received for same day processing. EFT: Electronic Funds Transfer. Secret code: PIN/s or password/s. Transaction: initiated via BPAY, accessed by a landline or mobile phone. We/our/us/NICU: Northern Inland Credit Union Limited. You/your: Member or authorised signatory.</p>
Terms & conditions including risks & restrictions	<p>Availability of service may be varied by NICU from time to time. Keep sufficient funds in the Account to cover payments. Protect and keep access codes secret. 1. Risks: we take all precautions but security of EFT transactions can never be guaranteed due to risk of data interception by a rogue/hacker. 2. Security breaches: we try to process your BPAY payments promptly. Tell us promptly if you: a) become aware of any delays/ mistakes in processing your BPAY Payment; or b) did not authorise a BPAY Payment that has been made from your Account; or c) think you have been fraudulently induced to make a BPAY Payment. Tell us immediately if security of your Access Method has been compromised. If an unauthorised BPAY Payment has been made and your Access Method uses a secret code, change the code. If security of an Access Method such as a card has been compromised, contact us to cancel it. We acknowledge your notification by giving a reference number with the date/time you contacted us. 3. Using BPAY: a) we are a BPAY member. We advise if this changes. b) Use BPAY to pay bills showing the BPAY logo. We advise if/ when other transactions can be made using BPAY. c) Unless you are advised otherwise you may use BPAY only to make payments from the Account. We may limit the number of Accounts you may access using BPAY. d) When you tell us to make a BPAY Payment, tell us the Biller's code number (on your bill), Customer Reference Number (your account number with the Biller), amount to be paid and the Account to draw on. e) You acknowledge we are not required to effect a BPAY Payment if you don't give us all information specified in clause 3d) or if any information is inaccurate. f) We debit the value of each BPAY Payment from the Account from which the relevant Payment is made. Fees are deducted from any Membership account/s linked for fees purposes. g) If you instruct us to make a BPAY Payment but close the Account to be debited before the Payment is processed, you are liable for any dishonour fees incurred in respect of that Payment. h) You acknowledge third party organisations (eg Billers, other financial institutions) may impose additional restrictions on BPAY access/use. i) You acknowledge receipt by a Biller of a mistaken/ erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller. 4. Processing of BPAY Payments: a) A BPAY Payment instruction is irrevocable. Except for future-dated payments (see Clause 5) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it. b) We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method. c) Notify us immediately if you think you have made a mistake (except for a mistake as to the amount; see clause 4g)) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account. d) A BPAY Payment is treated as received by the Biller to whom it is directed: i) on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and ii) otherwise, on the next Banking Business Day after you direct us to make it. The BPAY Payment may take longer to be credited to a Biller if you tell us to make it on a non-Banking Business Day/Weekend day/public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive it. e) Notwithstanding this, delays may occur processing BPAY Payments if: i) there is a public/bank holiday on the day after you instruct us to make the BPAY Payment; ii) you tell us to make a BPAY Payment on a non-Banking Business Day or after the Cut Off Time on a Banking Business Day; or a Biller, or another financial institution participating in BPAY does not comply with its BPAY obligations. f) If we are advised your payment cannot be processed by a Biller, we will: i) advise you; ii) credit your Account with the amount of the BPAY Payment; and iii) take all reasonable steps to assist you make the BPAY Payment. g) Tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover: i) the amount you paid was greater than the amount you needed to pay, contact the Biller to obtain a refund of the excess; or ii) the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference. 5. Future dated bill payments: you may arrange BPAY Payments up to 366 days in advance of the time for payment. If using this option be aware: a) you are responsible for maintaining sufficient Account Available Balance to cover all future-dated BPAY Payments (and any other drawings) on the day/s you have nominated for payment. No chargeback rights are available. b) If the Available Balance is insufficient the BPAY Payment is not made and you may be charged a dishonour fee. c) You are responsible for checking your Account transaction details/statement to ensure a future-dated payment is made correctly. d) Contact us with any problems with your future-dated payment. e) Contact us to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY Payment on or after that date. 6. Refusing BPAY payment directions: you acknowledge and agree: a) we may refuse for any reason to give effect to any direction you give us about a BPAY payment; b) we are not liable to you or any other person for any loss/damage which you or that other person may suffer as a result of such refusal. 7. Your liability for BPAY payments: a) you are liable for all BPAY transactions carried out by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account. b) If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of our attempting to do so, you are liable for that payment. c) You are not liable for losses caused by unauthorised BPAY Payments: i) where it is clear you have not contributed to the loss; ii) caused by the fraudulent/ negligent conduct of employees or agents of: Us; or any organisation involved in provision of BPAY; or any Biller; iii) relating to a forged, faulty, expired or cancelled Access Method; iv) resulting from unauthorised Access Method use: before you receive that Access Method; or after you notify us in accordance with clause 4 your Access Method has been misused, lost or stolen or used without your authorisation; or v) caused by the same BPAY Payment being incorrectly debited more than once to your Account. d) You are liable for any funds loss arising from unauthorised BPAY Payments if the loss occurs before you notify us your Access Method has been misused, lost or stolen or used without your authorisation and if we prove on the balance of probabilities that you contributed to the loss through: i) your fraud or, if your Access Method includes a secret code or codes (eg password, PIN), your failure to keep the code secure in accordance with clauses 10a), b), c) and d); ii) Unreasonably delaying in notifying us of misuse, loss, theft or</p>

Terms & conditions including risks & restrictions continued	<p>unauthorised Access Method use and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us. However, you are not liable for: i)the portion of the loss that exceeds any applicable daily or periodic transaction limits; ii)the portion of the Account loss which exceeds the balance of your Account (including any prearranged credit); or iii)all losses incurred on any account which you had not agreed with us could be accessed using the Access Method. e)Where a secret code (eg password, PIN) is required to perform the unauthorised BPAY Payment and clause 11d) does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of: i)\$150; ii)the balance of your Account, including any prearranged credit; or iii)the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss exceeding any daily/periodic transaction limits applicable to your Access Method or Account). f)You indemnify us against any loss/damage we suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the BPAY terms & conditions or acted negligently or fraudulently under this agreement. g)If you tell us a BPAY Payment made from your Account is unauthorised, you must give us written consent to contact the Biller who received the BPAY Payment allowing us to obtain information. Without written consent the Biller may not disclose the information we need to investigate/rectify the problem. h)Notwithstanding any of the above your liability does not exceed your liability under the EFT Code of Conduct. 8. Malfunction: you are not responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment. If there is a breakdown/ interruption to any BPAY system and you should have been aware the system was unavailable for use or malfunctioning, we are only responsible for correcting errors in your Account and refunding any NICU fees/charges imposed on you as a result. 9. Consequential harm: a)this clause does not apply to the extent it is inconsistent with or contrary to any applicable law/code to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is read as if it were varied to the extent necessary to comply with those laws or, if necessary, omitted. b)We are not liable for consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition/warranty implied by the law of contracts for the supply of goods/ services which may not be excluded, restricted or modified at all, or only to a limited extent. 10. Transaction limit increase: see 'Withdrawals'. 11. Miscellaneous: these terms & conditions govern your BPAY access to any of your Accounts. See the PFS for the relevant Account. In the event of inconsistency, these BPAY terms & conditions prevail.</p>
Withdrawals & transfers	<p>We may limit the amount of Transactions you may make on any one day. See the PFS for PhoneTeller and NetTeller. We may delay, block or freeze a transaction/account if we reasonably believe it is in breach of the law. You agree we incur no liability if we take such action and you indemnify us against any loss we suffer as a result of taking such action. You agree to provide us with additional information to allow compliance with anti money laundering and other legislation.</p>
Fees & charges	<p>NICU debits your account for any fees and any government/third party charges incurred. <u>For current fees see the PFS for PhoneTeller and NetTeller if you use the Emergency After Hours telephone number to cancel NetTeller and/or PhoneTeller access - charges apply.</u> We do not charge a fee for: issuing an initial or replacement Access Method, using your Access Method, any Transaction, or any other facility provided in relation to the Service.</p>
ID	<p>To comply with federal law NICU confirms your identity to: open an account, be made a signatory or process a transaction. For more information, ask us for a brochure.</p>
Variances to interest, fees, charges, terms & conditions	<p>BPAY is owned and operated by third parties: if they require changes to Terms & Conditions (without prior or full notice to you) we have the right to change these accordingly. We may change terms & conditions, interest rate, interest calculation method, interest payment frequency and amount of fee/charge that applies to any of our products/services. If there is a change: a)resulting in a reduction in your obligations – we notify you in our next contact with you after the change takes place. For all other changes we notify you: b)in writing at least 30 days before we introduce a new or increase an existing: fee/charge, interest calculation method or frequency of interest payment; c)by newspaper advertisement (national or local), newsletter, account statement or by direct written notice of the introduction or change of a government charge payable by you (directly or indirectly) <i>unless</i> the change is publicised by government; d)by newspaper advertisement (national or local), newsletter, account statement or by direct written notice, no later than the day we change any other term or condition or thing that affects you. You are taken to have been notified on the day the advertisement is published or the second day after we have mailed notification to you. For joint accounts we provide one copy of the notice addressed to the primary joint Member.</p>
Access cancellation	<p>Cancel your access by giving us written notice. We may cancel your access at any time for security reasons, if you close your Account, and if you breach terms & conditions governing the facility or your Account. If during Access cancellation you make a Transaction using the Access Method you are liable for that Transaction. If you instruct us to make a Transaction, but close the Account to be debited before the Transaction is processed, you are liable for any dishonour fees incurred. Access the Emergency After Hours via 1300 65 65 81. Warning: see Fees & Charges.</p>
Security	<p>Access code: issued on request. Keep your codes confidential: *Don't access the Service via a phone line that records outbound telephone call digits, such as systems as used in hotels/motels, private hospital rooms & other premises with user-pays systems *Delete all SMS messages/alerts *Don't keep a record of your code with any part of your Access Method unless you take reasonable steps to disguise it *Don't select a code representing your birth date or a part of your name or other obvious code *Don't tell or show the code to anyone else. Use care to stop anyone seeing the details you enter to access BPAY *Change codes regularly *Immediately tell us of any address change *Contact NICU immediately if you suspect unauthorised access. Change your code immediately by following PhoneTeller or NetTeller prompts. <i>The guidelines contained in this box provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised Transactions. Liability for such payments will be determined in accordance with these terms & conditions and the EFT Code of Conduct. If unauthorised access to your account occurs and you have not been careful with your codes you may be liable for some or all of the loss you suffer.</i></p>
Disputes	<p>Refer to the PFS for your NICU account. Please address your written complaint to the Compliance Manager. If matters cannot be resolved locally, you can access our external dispute resolution provider. See leaflet: "Dispute Resolution".</p>
More info	<p>General descriptive information referred to in the Mutual Banking Code of Practice and other written material mentioned in this PFS is available from NICU. We comply with the EFT Code of Conduct and each relevant provision of the Mutual Banking Code which applies to this product. We confirm the opening or closing of all products/services in writing; order a confirmation notice by contacting us.</p>
PFS date	<p>This PFS was prepared on 1 July 2009. Information is up to date at time of issue. For updates, see www.nicu.com.au.</p>