

MyViewpoint Internet Banking Terms & Conditions

1. Definitions

1.1 For the purpose of these Terms and Conditions: "Internet Banking" means use of a computer to connect you to the Credit Union via the Internet and to facilitate transactions and the obtaining of account information.

"BPAY" means an electronic payments scheme whereby you can make payments to participants in the BPAY scheme who are Billers. "Biller" means an organisation participating in BPAY which will receive BPAY Payments. "Transfer" means a transfer of funds from your account held with the Credit Union to either:

a. an account of another credit union member.

b. an account held at another financial institution.

c. another account held by you with the credit union.

"You" means the Member subscribing to the MyViewpoint Internet Banking service.

"We", "us" or "Credit Union" means Nova Credit Union Limited.

2. Customer Owned Banking Code Of Practice

2.1 The relevant provisions of the Customer Owned Banking Code of Practice apply to these terms and conditions.

3. Customer Owned Banking Code Of Practice

3.1 We warrant that we will comply with the Electronic Funds Transfer Code of Conduct where that code applies.

4. Access and Authorisation

4.1 The Credit Union will issue you with an initial password to access the MyViewpoint Internet Banking System. The system will require you to change this password to an alpha-numeric password (between 6 and 12 characters) chosen by yourself. You should not divulge this password to any person or allow any person to watch you enter or hear your password.

4.2 You must notify us as soon as possible if you become aware of unauthorised use of your password or account or of the loss or theft of your password or if you suspect your password has become known to someone else. You will be liable for any misuse of the system up until the time of notification.

4.3 The use of the password will constitute authority to the Credit Union to carry out a range of transactions permitted from time to time in respect of your accounts with the Credit Union.

4.4 As the Internet Banking transaction details are confirmed by e-mail, you should not provide third parties with access to your e-mail account.

5. Security

5.1 The Credit Union will take reasonable precautions as may be necessary to ensure that information concerning your accounts transmitted by them through Internet Banking will remain confidential and protected from unauthorised access by means to that information.

6. Liability

6.1 The Credit Union shall incur no liability whatsoever for any delay in acting or failing to act on any function specified by this service.

6.2 You are liable for all transactions carried out by you, or by anybody carrying out a transaction with your authority, regardless of when the transaction is processed to your account. You are liable for all transactions and other losses caused by unauthorised use of your access code or password.

6.3 You are not liable, however, for losses that are caused by the fraudulent or negligent conduct of employees or agents of the Credit Union or any organisation involved in networking arrangements or any Biller.

6.4 With respect to BPAY payments: Nova Credit Union Ltd will not be responsible:

- a. For any payment not being made due to any of the conditions set between BPAY and the Biller company;*
- b. For any payment not being made due to any condition of the agreement of arrangement between the Biller and yourself or for any payment not being made for any other reason;*
- c. For any delay in receipt of a payment by a Biller;*
- d. If a Biller fails to credit payment to you even if it has been debited to your Nova Credit Union savings account.*

7. BPAY Payments

7.1 **BPAY** payments can be made from your at call savings account/s by either calling the Telephone Banking service or from the MyViewpoint Internet Banking facility.

7.2 Insufficient Funds

- a. For payment requests to be made the nominated savings account must have sufficient available funds at the time the payment request is made to meet the amount of the payment or it will not be made.*
- b. Members who would like a payment made that has previously failed due to insufficient available funds will need to make another payment request via the **BPAY** facility.*

7.3 Cut off times

- a. The **BPAY** cut off time is 3.00pm Eastern Standard Time Monday to Friday (except for public holidays).*
- b. Where a successful payment request is made **WITHIN** the Credit Union's normal business hours (8.45am to 4.45pm) but after the designated **BPAY** cut off time set by Nova Credit Union (3.00pm), the account will be debited at the time the payment request is made but the amount debited will not be sent to the Biller until after the **BPAY** cut off time on the following working day.*
- c. Where a successful payment request is made **OUTSIDE** the Credit Union's normal business hours (8.45am to 4.45pm) or on a weekend or public holiday, the account will be debited at start of business on the next working day and the amount debited will not be sent to the Biller until after the BPAY cut off time on that following working day. N.B. The funds will be held as uncleared until debited to the account.*

***d.** A **BPAY** payment instruction is irrevocable after the cut off time. Payment requests will only be able to be amended through the Credit Union if the payment has not been sent to BPAY for processing. Any amendments required after this time must be referred direct to the Biller.*

7.4 Payment amounts must be correct

It is the Member's responsibility to ensure **BPAY** payment amounts are correct at the time a payment request is made. It is not the responsibility of the Credit Union to recover any overpayment. The Member must instead seek any refund from the Biller.

7.5 Mistakes in **BPAY**

Where a mistake is present in a **BPAY** payment transaction, (except a mistake relating to the amount of payment), the Member must notify the Credit Union of this mistake. The Credit Union will then take all necessary steps to rectify the mistake. However, the Credit Union will not be liable for any loss of damage flowing from the mistake, unless it is due to conduct mentioned in condition 6.3.

8. Bill Payment - Direct Entry

8.1 You must ensure that the transfer amounts and details specified are correct when making a transfer from your account to another financial institution.

8.2 The cut off time (as per conditions of 7.3) of 3.00pm Eastern Standard Time Monday to Friday (except public holidays) also applies.

8.3 The Credit Union is not liable for loss or damage resulting from any transfer, unless it is due to conduct mentioned in condition 6.3.

9. Termination

9.1 The Credit Union may cancel the use of the MyViewpoint Internet Banking service at any time without notice if we believe the service is being misused in a manner that would cause loss to you or the Credit Union.

10. Variation of Terms and Conditions

10.1 The Credit Union reserves the right to vary the Terms and Conditions and may from time to time make and vary regulations for the proper and convenient use of MyViewpoint Internet Banking and may withdraw any part or all of such service whether such regulations are brought to your attention or not.

11. Fees and Charges

11.1 The Credit Union's current schedule of Fees and Charges applies to the MyViewpoint Internet Banking service, (including **BPAY** transactions). Refer to the Schedule of Fees and Charges brochure for details.

12. Acceptance

12.1 You accept the Terms and Conditions by using the MyViewpoint Internet Banking service.